# **Diamond D Ranch Equines & Canines LLC**

 **8-Page Dog/Puppy Contract**

#  **Utah**

# **Cell: 801-201-4706**

# **Email:diamonddranch.kinghenry@gmail.com**

**Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_**

**Total Price:**  **\_\_\_\_**

**Ear Cropping is an Extra:**

**Deposit Paid: \_\_\_\_\_\_\_**
**Balance Owed \_\_\_\_\_\_\_\_\_\_\_**

**Date of Delivery** \_\_\_ \_\_\_\_\_\_\_\_\_
**Terms: Full Ownership** \_\_\_\_\_ **Co-ownership**: \_\_\_\_\_\_\_\_\_
**Registration: Full : \_\_\_\_\_\_ Limited** \_\_\_\_

**DESCRIPTION OF PUPPY OR DOG**

**Breed:** \_\_\_\_\_\_\_\_\_ **Sex: \_\_DOB:\_\_\_\_\_**

**Color/Markings:** \_\_\_\_\_\_\_\_\_\_\_ \_
**Litter/Registration Number:**

**Microchip/Specific ID/Nickname** \_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_ Call Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Call Name: \_\_\_\_\_\_\_\_\_\_**

**Dam’s Owner: Kaydee Walton**

**Owner ‘s phone Number: 8012014706**
**Owner’s E- Mail address: same as above**

**Sire: \_\_\_\_\_\_\_\_\_\_\_\_**

**Call Name: \_\_\_\_\_\_\_\_\_**

**Sire’s Owner:**  \_\_\_\_\_\_\_

The remaining balance of purchase price will be due upon the pick-up date. If the puppy is not picked up by the pickup date or other arrangements have not been made, then the deposit is forfeited by the buyer and the puppy will then become available for sale.

Part of the Purchase Price will be paid immediately with this Agreement as a Deposit to guarantee that Seller will hold the Puppy until 8 weeks of age, on or after (at which time Buyer will take possession of said puppy. Puppy can be held for an additional $10.71 a day or $75 a week.

**DEPOSIT** (Surety of Action Deposit) in the amount of $ 500) is required to hold this Puppy for the Buyer until date of pick-)
There are no refunds on Deposits, unless otherwise agreed here in writing. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the Puppy to some other Buyer and retention of the Deposit is meant to compensate Breeder for her possible loss. This deposit signifies the intent on the part of the Buyer to follow through with the Purchase of this Puppy.

The Seller reserves the right to void this transaction if we learn of any reason why Buyer might not be suitable for the puppy – (i.e. Buyer is found to be an animal abuser, violent person, representative of a Pet Store, representative of a pharmaceutical research laboratory etc.). Deposit will not be refunded, if transaction is voided.

No money shall be refunded. At no time is seller responsible for any veterinary bills after this dog/puppy is purchased and taken home. This puppy is bred to be a companion animal and an affectionate family member.

\*Buyer is to keep Seller updated on all changes in information such as address and phone number. Buyer is to send updated pictures to seller monthly for the first year and periodically after the first year. \*

**At NO time, shall this puppy/dog be Homeless, Neglected, Living Outdoors, Living in a shelter or without Veterinarian Care.** Diamond D Ranch Equines & Canines LLC will agree to take this puppy back at any time without cost at the buyer’s request. Please Contact Us!

Our preferred method of payment is by PayPal, Venmo, Money Order, Money Gram and Cash, We DO NOT ACCEPT PERSONAL CHECKS.

 **We will not reserve a Puppy until the payment and this Agreement is received**.
Financial Arrangements, I/we, \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree to pay a total purchase price of $ \_\_\_\_ directly to the breeder, Kaydee Walton. I understand that the total payment must be paid in the form of cash, PayPal, Money Gram, or insured money order before I receive my puppy. If picking up puppy and there is a balance that must be paid with **CASH**.

Terms of the sale: The above referenced dog is being sold to the purchaser under the following terms and conditions. The purchase prices stated are non-refundable. All deposits are non-refundable, if something should happen to your choice of puppy then you will be able to choose from another available puppy or one from the next litter, or equal Value, or you may choose to pay the Difference.

**AKC/ASDR Registration:**
Which type of AKC Registration are you interested in:

Limited AKC/ASDR Registration- This dog is being sold with an AKC/ASDR Limited Registration. This means that the AKC/ASDR cannot register any progeny from this dog. This puppy/dog is for the sole purpose of being a family companion and not for breeding. This dog can be shown in AKC non-conformation events (i.e. obedience, agility, tracking, etc.) Also, this dog will be on a Spay or neuter contract, and must be altered at 16 months of age or no sooner than 14 months, if Altered before 14 months Health guarantee is VOID. If said dog is bred on AKC/ASDR limited papers buyer can be subject to a fine of $2500 and summand to court and revoke the dog.

**\_ Full AKC/ASDR Registration- Breeding, Performance, Conformation**

**\*\*\*\* If sold on Full Registration it is agreed that breeding will not take place before the age of 22 months for a Female (Males is 15 months) is reached, (If a Breeding has taken place we reserve all right to take back the DOG and all off spring with all AKC/ASDR papers signed over). Females are not to have more than 4 litters in its life time, also the Female must have skipped heats, back to back and ONE full year off, or every other Breeding until 4 Litters have been Met. All puppies sold with Full Registration must be approved! It is HIGHLY recommended testing be done using OFA or Penn Hip. Testing to include Hips, Elbows, Heart, Eyes and Thyroid. It is agreed if any of these test is non-passing that spaying/neutering will be done and the dog will not be bred and full rights will be revoked to limited. If this is done the Breeder will refund the difference between limited and full, if the owners would like to keep the dog/puppy! or you can receive a dog/puppy of the same color, SEX, from different parents when available, if you would like another dog/puppy that is different color you may pay the Difference in Pricing but original puppy must be returned. The dog can only be breed to another AKC/ASDR Full Registration Great Dane/Australian Shepherd.**

**Name Restrictions:** Diamond D or DD must be in the registered name of the AKC/ASDR Registered Name!

**Health:**
Puppy will be given appropriate care, as suggested by a Veterinarian, to ensure this puppy is healthy at the time of transfer to you. The health of the above referenced dog is also warranted for 72 hours, (unless other arrangements have been made) in which purchaser is advised to have puppy examined by a veterinarian, APPOINTMENT MUST BE SCHEDULED WITHIN 72 HOURS UPON ARRIVAL against any immunized disease for which the breeder has obtained such immunization. The buyer is solely responsible for Veterinary care costs to include the initial well-puppy check, all vaccinations due after taking possession of the puppy, and any costs due to illness or injury.
We will provide early and frequent socialization, but cannot guarantee the temperament of this Dane, puppies are highly impressionable and MUST be socialized after 8 weeks of age. It is the responsibility of the purchaser/new owner to properly socialize and train, in a healthy and safe environment. Due to their giant size, Great Danes must be given positive experiences with all types of people, places, objects, animals, etc. to ensure their natural outgoing and friendly nature develops and continues throughout their life.

**\*\*\*Take the health record and your puppy to the Vet of your choice within 72 hours for the current health of the puppy to be established and to receive instructions on continuing care and vaccination schedule. The buyer must mail a copy of the vet check to the seller within 7 days for this contract to be valid. \*\*\* (must have receipt with printed date Name of Clinic, vet and vets address and phone visible) No Exceptions! We do not recommend you allowing your puppy on the floor in the Vets office as he/she does not have all shots and can contract virus from there, ANY PARKS, PET STORES, UNTIL THEY HAVE RECEIVED 4 SHOTS!**

**Exclusions from Warranty:** The seller does not guarantee against skin problems such as acne, mange, etc. There are no warranties or guarantees which apply to health-related problems caused by nutrition or care, nor any accident or illness not contracted before delivery or possession; these include but are not limited to: (HOD) hypertrophic osteodystrophy, (OCD) osteochondritis dissecans, panosteitis and bloat (gastric torsion).

**Seller warranty applying to genetic disabilities**: These include but are not limited to hip and elbow dysplasia. Buyer must contact seller, in the event of any crippling genetic defect and must have a statement from a licensed Veterinarian. Seller will have licensed veterinarian contact buyer’s Vet to provide a second opinion or to confirm the diagnosis. Should a puppy need to be euthanized due to genetic defect within first 26 months of life, breeder will credit the full purchase price towards a puppy from a future available litter, but no money will be refunded. The breeder, Kaydee Walton, will not be responsible for any fees associated with the transfer of the puppy back to the breeder, or any Vet examinations or tests. The AKC/ASDR paperwork must also be returned to the breeder and ownership transferred back to the breeder as well. AKC papers and the puppy must be returned before any credit or new puppy will be exchanged.

**If the Dog passes or has defects with in its 24 months of life Buyer must Notify Seller with in (2) Business days and there will be an Autopsy done at the buyers expense, If for any reason there is no Proof of the Dog being seen Regularly at the Vet contract is Void, no puppy will be given and no money will be exchanged, all Vet records must be UTD with Yearly exams, Heart worm, Flea Prevention!!!**

Dog/Puppy must show defect up to 24 months of age.

A puppy with a defect must be returned or euthanized with the prior permission of the Seller to qualify for a replacement puppy. Puppy may be allowed to stay with the Buyer with written permission, but must be spayed/neutered within 1 months’ time and papers must be returned to Seller with proof of spay/neuter. Buyer must also have proof of vaccinations from veterinarian showing that all appropriate shots/worming are current. If there is no proof of the veterinarian that they have given all shots/worming this contract is null and void.

No refund, in part or in full, will be given. All items covered under this guarantee are by a replacement puppy only.

**Transferring Ownership:**
There is NEVER to be a change in ownership of this puppy in any way, without the prior written consent of the breeder. If you ever decide that you do not want this puppy or cannot keep this puppy for any reason, then you must contact the breeder (Kaydee Walton) before taking further actions. In many cases, the puppy must be returned to the breeder with current health records and AKC/ASDR papers (signed over to the breeder). Any expenses incurred in transferring the puppy back to the breeder will be the responsibility of the “new owners” as stated in this contract, not the breeder (Kaydee Walton). The purchase price will NOT be refunded! In some instances, the breeder may allow the puppy to be transferred to another home (such as an acquaintance of the new owner in which the puppy is familiar with). However, this is NEVER to be done without the prior written approval of the breeder first! In the event, such a transfer occurs without the said permission of the breeder, and the Breeder determines that the dog has been placed in an unfit environment. IF BUYER SHALL BREAK THIS A FINE OF $2500 WILL APPLY AND PURCHASER SHALL BE HELD RESPONSIBLE FOR ANY ATTORNEY FEES, COURT COSTS AND OTHER EXPENSES (NOT LIMITED TO RESCUE AND BOARDING FEES) INCURRED BY BREEDER IN THE RECOVERY OF THE SAID DOG.

**Specific details of this sale:**
Any additional expenses incurred by the new owners after they receive their puppy are NOT the responsibility of the breeder.

**At NO time, shall this puppy be bred unless bought on Full Registration.**

**At No time, shall Buyer/Owner: Sell, Re-home, or Give away dog/puppy for any reason or take the puppy from its original contracted home unless agreed to by Kaydee Walton. A new contract MUST be signed by new owner(s) if agreed upon.**

Diamond D Ranch Equines & Canines LLC has the right to remove this dog at any time if owners do not abide by this contract and/or are deemed to be neglectful. If you are taken to court or your dog gets removed from your home, all court proceedings will reside in the county of the breeder and you will be responsible for all court fees as well as attorney fees for the breeder Kaydee Walton.

By signing this contract, you agree to provide the following for the puppy:
\*Loving indoor home environment for the puppy to live
\*Proper socialization beginning soon after it has received its final booster shot
\*High quality dog food with proper nutritional levels for a rapidly growing Great Dane
\*Proper Vet care including yearly exams, and as needed otherwise, with records to prove
\*Immunizations
\*Heart-worm preventative
\*Flea & tick medication
\*Other de-worming treatments as needed

To help ensure proper care is being given to this puppy, Seller must be updated regularly on the puppy’s progress and well-being (at minimum-monthly until 1 year of age, and every 6 months thereafter). Pictures and videos are acceptable, as well as Veterinarian references, via email or Facebook. We encourage consistent contact with us, for any updates, as well as questions you may have or advice needed. We look forward to seeing our puppies grow into their new families, and hope that you understand that they are not a simple transaction to us.

**Seller has the right to do a home visit if there is any means for concern for the dog/puppy within 72 hours of calling the Buyer to make sure that the puppy/dog is in a safe environment, and are in good health, and are still in the home, also that they are an inside dog and not Living outside on a chain or Kenneled, if the said dog/puppy is found to be in a bad place the seller has all rights to remove the said dog/puppy out of the home at no cost to the Seller, and all Registration Papers, Vet Records must be provided along with the animal.**

Any amendments to this contract must be in writing and signed by both parties. By signing below, all parties agree that they have read and understand this entire contract and agree that it is a legally binding document, to be upheld in a court of law. If any of these mutually agreed to conditions are not met, this contract is considered breached. Any breach of this contract shall result in forfeiture of the dog, along with the AKC/ASDR registration signed over to breeder, for NO compensation. All legal issues regarding breaching this contract will be filed and decided in Tooele County, Utah only, regardless of who files the charges. By signing below, I guarantee that all information and documents provided are correct and true to the best of my knowledge.

 ***Contract is Null and Void if at any point in the dogs/life he/she is given puppy food, or any food that is more than 24% protein, (Unless on Approved Food from Breeder) all vet records have to stay up dated and can never expire over 3 weeks, we only want the best for our babies and we have allowed your family to continue the care that we have raised these beautiful babies with.***

**Must be signed by both Parties**

Statement of Acknowledgement and agreement: I have read, understand and agree to the terms and conditions of this agreement. I also state I will not make claims of exemption(s) excluding or against points of this agreement. In addition, I also agree and herein grant, without recourse, my permission for local police to become involved, act upon, and issue remedy, where needed, in support of this agreement. I agree that any dispute or legal actions involving this agreement shall be heard and decided in the jurisdiction of which the breeder resides. I agree that if upon court awarding decision of "breach of contract", I agree to pay the Breeder $5000.00 (five thousand dollars) in liquidated damages for damages to the owner's kennel name and reputation. Also for time, trouble, mental duress and damage to the dog's reputation. I agree to accept financial responsibility for all costs incurred by legal matters, for all parties involving this agreement or subject to dog thereof.

**This contract must be filled out and then signed in front of a Notary, and Mailed back to the breeder, or given when you receive your puppy, whichever is first, but must be within 7 days of the Date. Breeder will be supplied with the Original Document, and the Buyer will receive a Copy of the said Document.**

Buyer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer Address: \_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DL#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_

Purchasers Signature: \_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_

Co-Owner Name: \_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address if different from above: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_

DL#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Owners Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

State of \_\_\_\_\_\_\_\_\_\_\_\_County of \_\_\_\_\_\_\_\_\_

Before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this day personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me (or proved to me on the oath of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_\_\_day, \_\_\_\_\_month, and Year of \_\_\_\_

(Personalized Seal)

 Notary Public's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder: \_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_