



Dr. Tim & Cindy Burns
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COMPANION CONTRACT

Litter#: _____ Whelping Date: ____/____/____ Sex: _____

Description/Name: _____

Sire: _____

Sire Registration#: _____

Dam: _____

Dam Registration#: _____

Buyer: _____

Address: _____

City _____ State _____ Zip _____

Email Address _____

Home Phone (____) _____ Work Phone (____) _____

Seller: _____

Address: _____

City _____ State _____ Zip _____

Home Phone (____) _____ Work Phone (____) _____

Date of Sale: ____/____/____ For the total price of: \$ _____

BUYER CONDITIONS:

- 1 Buyer agrees to have this Akita examined by a licensed veterinarian within two working days from the date on this contract or date of actual receipt of said Akita by Buyer. Should said Akita be found to have a serious illness at that time, upon written verification from the veterinarian, the Akita may be returned for a refund of the purchase price, provided said Akita is returned to the Seller. Seller will not be responsible for expenses incurred at or by the Buyer's veterinarian.

- 2 Said Akita must be well cared for, exercised and obedience trained. Proper nutrition and veterinary care must be provided so puppy may develop into a sound controlled adult. Seller will provide instructions for optimum care and will readily give any advice in the future.
- 3 Buyer agrees that his yard is securely fenced to a height of at least five feet or that a kennel run of at least six feet high and twenty feet long, with provisions of shade from the sun and a dog house has been provided. Doghouse may be omitted if dog has free access in and out of fixed building through kennel run or secured fence.
- 4 Buyer understands that Seller may visit Buyer's home without giving advanced notice. If at any time, Seller, determines that the terms and conditions of the agreement have not been met by the Buyers or that the animal is not receiving proper or humane care, Seller will remove said Akita from the Buyer's possession with no further notice. Said Akita then will become the sole property of the Seller's once again and the Seller will then evaluate and replace said Akita into a suitable home. No monies paid by the Buyers for said Akitas will be refunded under these conditions and no replacement puppy or dog given.
- 5 Buyer agrees that said Akita has been purchased as a companion dog only and is not guaranteed of show or breeding potential or quality. Buyer understands that said Akita is being sold solely on a spay/neuter contract and Buyer agrees to have said Akita sterilized by 6 months of age. **AKC REGISTRATION PAPERS WILL ONLY BE PROVIDED TO BUYER UPON WRITTEN PROOF SUBMITTED TO SELLER FROM A LICENSED VETERINARIAN THAT SAID AKITA HAS BEEN STERILIZED.**
- 6 Buyer agrees to have said Akita x-rayed and pronounced clear of hip dysplasia at 24 months of age. Buyer agrees to assume the cost of the x-ray procedure and inform Sellers of the findings.

SELLER CONDITIONS:

- 1 Seller guarantees said Akita to be in good health at the time of sale and for 48 hours thereafter. The Buyer will be given a complete record of all inoculations and wormings done prior to sale. Buyer will also be provided with at least a four-generation pedigree.
- 2 Said Akita is guaranteed to be free of genetic health disorders hereditary in nature. The guarantee shall cover hip dysplasia, progressive retinal atrophy, entropion, ectropion and glaucoma. Any of these faults must be of genetic origin and not the result of environmental factors, poor nutrition, accident or illness incurred after the Buyer has taken possession of the Akita. If one of these faults should develop, upon written certification from a veterinarian that said Akita has been spayed or neutered, the Seller shall replace the Akita with another of equal value or refund the Buyer's purchase price for said Akita.
- 3 Seller must be given first consideration for reacquisition of said Akita or approval of new owner if Buyer cannot maintain ownership. No monies will be paid by Seller to Buyer for reacquisition of said Akita. Upon re-placement of said Akita, by Seller, into a suitable home, 1/2 of any fees generated by the placement will be paid by the Seller to the original Buyer.
- 4 If said Akita is returned to Seller for ANY reason other than the previously listed genetic health reasons, no monies will be refunded to the Buyer. If said Akita is then re-placed in a suitable home, Seller has the option of refunding any portion of monies received from re-placement of said Akita to the original Buyer.
- 5 **BREACH OF THIS CONTRACT IN ANY MANNER ENTITLES SELLER TO SOLE POSSESSION OF SAID AKITA.**

OTHER TERMS AND CONDITIONS:

The undersigned have read this agreement, understand it and agree to perform its terms beginning on the day and date written below.

Signature of Buyer

Date

Signature of Seller

Date

**Please Return To:
Dr. Tim & Cindy Burns
11064 Gopher Lane
Lyons, Oregon 97358**