



Dr. Tim & Cindy Burns
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SHOW 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: \$ _____

THIS AKITA IS BEING SOLD AS A POTENTIAL SHOW & BREEDING QUALITY ANIMAL

****Special conditions affecting this sale are as follows:**

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 certification from a veterinarian, the Akita may be returned for a refund of the purchase price or a replacement puppy of equal value, provided said Akita is returned to the Seller. Seller will not be responsible for expenses incurred at or by Buyer's veterinarian.

_____(Initial)

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.
_____ (Initial)
3. Buyer understands that this Akita is being purchased as a potential show and breeding quality animal. Buyer agrees to act as insurer in this respect by following Seller's instructions on diet, training and grooming. Buyer shall offer this Akita every opportunity for success in the show ring through proper conditioning and presentation including the possible services of a **professional handler** if deemed necessary.
_____ (Initial)
4. Buyer agrees that his yard is securely fenced to a height of at least 5ft. or that a kennel run of at least 6ft. high and 20ft. long, with provisions of shade from the sun and a dog house have been provided. Doghouse may be omitted if dog has free access in and out of a fixed building through a kennel run or secured fence.
_____ (Initial)
5. Buyer understands that the Seller may visit or have a representative visit Buyer's home without giving advance notice. If at any time, Seller determines that the terms and conditions of this agreement have not been met, in whole or part, by the Buyers or that the animal is not receiving proper or humane care, Seller will remove said Akita from the Buyer's home without further notice. Buyer must relinquish ownership and sign over registration papers. Said Akita will then become the sole property of the Sellers once again. Sellers will then evaluate said Akita and may exercise their option to re-place said Akita into a suitable home. No monies paid by Buyer for said Akita will be refunded under these conditions and no replacement dog or puppy given.
_____ (Initial)
6. Buyer agrees that this Akita, if a bitch, shall not be serviced, accidentally or not, by a stud before she attains the age of 24 months and has had all genetic health testing completed. If said Akita is a male, said Akita will not be used at stud either by Buyers or for outside stud usage before 24 months of age and before all genetic health testing has been completed. This Akita shall be bred only to another Akita of show/breeding quality, which includes but is not limited to being AKC major pointed, OFA'd and CERF'd. **No progeny of this Akita shall be sold, given or transferred in any manner to pet shops, in litter lots, to persons contemplating breeding for sale to commercial distributors of dogs or guard dog businesses or for experimentation purposes.** Buyer agrees that he is not acting as an agent in the purchase of this Akita and that he will not sell, give, or transfer this Akita to any agent, pet store or experimentation business. No offspring of said Akita shall be sold with breeding privileges unless they are of show/breeding quality. Companion offspring will be sold with spay/neuter agreement and with no breeding privileges indicated on the AKC registration papers.
_____ (Initial)
7. Buyer understands that said Akita is being purchased as a potential show and breeding quality animal and therefore, must be shown. Buyer understands that no AKC registration papers will be provided on said Akita until said Akita has completed his/her AKC championship.
_____ (Initial)
8. Buyer agrees to use the kennel prefix **YAKEDO** in registration of this Akita with the AKC. Buyer also agrees to use Seller's name, kennel name, telephone number and e-mail address free of charge to Seller in any and all paid advertisement the Buyer may place to promote

said Akita. This listing will list Sellers as breeders and co-owners if applicable.

_____ (Initial)

9. Buyer agrees and understands that he/she is solely responsible for said Akita and agrees to indemnify and hold harmless Yakedo Akitas and Dr. Tim & Cindy Burns from any and all claims of liability for the conduct of said Akita on or after the date of this contract.

_____ (Initial)

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, health records on parents and grandparents and any other information the Seller deems pertinent to the purchase of said Akita.
2. Said Akita is guaranteed to be free of any disqualifying faults named by the AKC or the recognized breed standard. This guarantee shall cover hip dysplasia, knee and elbow dysplasia, progressive retinal atrophy (PRA), entropion, ectropion, thyroid disorders and glaucoma. Any of these faults must be of genetic origin and not the result of environmental factors, poor nutrition, accidents or illness incurred after the Buyer has taken possession of the Akita. As long as said Akita remains with the Buyer and the prefix "Yakedo" has been used in registering this Akita with the AKC (as required per the contract), said Akita will be guaranteed until 30 months of age. If one of the above mentioned faults should develop, upon written certification by a veterinarian that said Akita has been spayed or neutered, Seller shall replace said Akita with another show and breeding potential Akita when available.
3. The following governs replacement in case of hip dysplasia. Replacement will be made solely under the following conditions:
 - a) At 24 months of age, said Akita shall be x-rayed by a competent veterinarian in a form acceptable to OFA. If said x-ray is submitted to OFA for certification and OFA declares the Akita dysplastic, Buyer shall submit proof of this finding to Seller by sending a copy of the OFA report to Seller.
 - b) If said x-ray is not submitted to OFA but Buyer's veterinarian declares said Akita to be dysplastic, Buyer shall submit to Seller a copy of the Akita's x-rays within 30 days of its date. If both Buyer's veterinarian and Seller's veterinarian agree that the x-ray is in proper form and indisputably shows the Akita to have hip dysplasia which is not traumatic, then this shall be accepted as a substitute for the required OFA finding.
 - c) If said Akita is declared dysplastic in accordance with the above conditions, Buyer shall cause said Akita to be sterilized prior to receiving a replacement. Buyer shall submit proof to the Seller in form of written veterinarian certificate that said Akita has been sterilized. Sterilization **MUST** be performed prior to the Akita being sold or given to another.
 - d) Time is of the essence in this matter and the paragraphs above. Failure to observe in a timely manner the requirements hereof, or failure to sterilize a dysplastic Akita or sale or breeding prior to x-ray certification, voids any obligation of Seller and **Buyer shall have no other rights, options or claims on Seller.**
4. If Buyer should ever desire to sell or place said Akita, Seller shall have the right of first refusal. Buyer shall offer said Akita to Seller at the Buyer's original purchase price if said Akita has not finished his/her AKC championship. If said Akita has finished his/her AKC

championship, the price before the Seller for repurchase of said Akita will not be more than one and a half times the Buyer's original purchase price. Seller shall be made the offer in writing and Seller shall be given 15 business days to respond to Buyer's offer. If Seller agrees to purchase said Akita, Seller shall be given an additional 15 business days to pay the agreed upon price to the Buyer. If Seller does not respond or declines to purchase said Akita, Buyer shall be free at the end of the 15-day waiting period, to sell said Akita to another person at not less than the price offered to the Seller. Buyer may not sell any Akita from which Seller is entitled to puppies or stud services unless legal provisions are made to secure the Seller's rights to the stud services or the puppies due or Seller has been paid compensation of \$ _____ per stud service due and \$ _____ per puppy due. Buyer agrees to keep Yakedo Akitas apprised of current address and phone number.

_____ (Initial)

5. Buyer agrees and understands that violation of this contract damages the goodwill and reputation of Yakedo Akitas and the Akita breed in general. All terms and conditions of this contract must be adhered to. This contract is formed and shall be governed by the laws of the State of Oregon and jurisdiction to resolve disputes rests solely in a court of competent jurisdiction in Oregon. Any legal action Buyer brings against Seller must take place in Seller's county of residence.

_____ (Initial)

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**