

Purchase and Sale Agreement

Limited Registration



Bringing Basenjjs
From Africa To You

1) Parties to the Agreement

This Purchase and Sale Agreement is made and entered into this ____ day of _____ 20__ between _____ of Dibu Basenjjs, herein after referred to as the SELLER and _____, herein after referred to as the BUYER(S) residing at:

Address _____

Kennel Name (if applicable) _____

Email Address _____ Phone _____

2) Basenji Dog being purchased

The Buyer(s) agree to purchase from the Seller a Basenji dog with an AKC Limited Registration, herein after referred to as the DOG, to be accepted on _____ and described by the following. The Dog _____ neutered/spayed.

Dog's Registration Number _____ Name _____

Date Born _____. Sex _____. Color _____. DNA Profile Number _____

Microchip ID Number _____. ID was confirmed by Buyer(s) _____ (initials).

Sire's Registration Number _____. Name _____

Dam's Registration Number _____. Name _____

3) Purchase Price

The Buyer(s) has agreed to pay a purchase price of \$_____ for the previously described Dog, less any deposit of \$_____, or less the breeding services valued at \$_____, or plus kenneling services of \$_____, or plus shipping fees of \$_____.

The Balance due is \$_____.

Payment can be made in Cash, Cashier's Check, Money Order or by Paypal (4% surcharge will be added).

4) Limited Registration

The Buyer(s) understand that this Dog is being sold with an AKC LIMITED REGISTRATION. This means that the AKC will not register any progeny from this Dog or allow the Dog to participate in AKC conformation events. The Dog can participate in AKC non-conformation events (i.e. obedience, agility, tracking, etc.). The Buyer(s) agree that the Dog cannot be registered with any other registry. The Buyer(s) agree, if the Dog is not already neutered/spayed, to neuter/spay the Dog after a year old. When proof of the neuter/spay is received by the Seller along with conformation from the Vet by email or mail that the microchip was scanned during the procedure and they provided the correct microchip ID for the Dog, then the Buyer(s) will be refunded \$_____.

5) Information Updates

Within 15 days:

- a) The Buyer(s) and Seller agree to keep each other informed of changes to their current address, email address, or phone number.
- b) The Buyer(s) will inform the Seller of any performance titles earned, behavioral or health issues, or the death of the Dog.
- c) The Buyer(s) will inform the Seller of any changes in ownership of the Dog and will give the new owners name, address, email, and phone number to the Seller.

6) Paperwork Provided

The Seller will provide to the Buyer(s) the following paperwork.

- a) AKC Limited Registration Papers
- b) Three Generation Pedigree
- c) Veterinary Records and Health Tests
- d) Microchip ID Registration

7) Health Guarantee

The Seller guarantees the Dog to be in good health and up to date on vaccinations on the date of acceptance. The dew claws have not been removed.

The Seller guarantees that if the Dog is found by a licensed Veterinarian within 15 days of date of acceptance to have an illness or contagious disease that is not parvovirus and it causes severe illness or death, then Buyer(s) can ask for one of the following remedies.

- a. A full refund of the purchase price on return of the Dog back to Seller.
- b. Reimbursement for reasonable veterinary fees not to exceed the full purchase price if the Buyer(s) decides to keep the Dog or the Dog died.

The Seller guarantees that if the Dog is found by a licensed Veterinarian to have a congenital or hereditary defect that is not an umbilical hernia and it causes severe illness or death within 1 year after date of acceptance of the Dog then the Buyer(s) can ask for one of the following remedies.

- a) A full refund of the purchase price less any refund paid for neuter/spay on return of the Dog to the Seller.
- b) Reimbursement for reasonable veterinary fees not to exceed the full purchase price less any refund paid for neuter/spay if the Buyer(s) decides to keep the Dog or the Dog died.

In order to receive a remedy, the Buyer(s) must mail or email the Seller the official vet results within 5 days of the veterinary examination along with conformation from the Vet by email or mail that the microchip was scanned during the examination and they provided the correct microchip ID for the Dog.

8) Support

The Seller will provide help to the Buyer(s) for as long as they have the Dog in assistance, in training, or issues regarding health or temperament.

9) Care and Welfare

The Buyer(s) agrees that the Dog will reside with the Buyer(s) as a household pet and provide adequate food, fresh water, shelter, affection, positive training, and medical care upon sickness, disease, or injury. Maintenance should include an annual health exam and routine vaccinations as recommended by a board-certified veterinarian. Humane care and maintenance should be in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer(s) resides. The Dog shall not be kept constantly tethered or constantly outdoors. Never permit the Dog to roam unattended.

10) Resale of the Dog

The Buyer(s) agree that the Dog shall not be sold, transferred, or given to any individual, retail or wholesale establishment for the purpose of sale or resale to the public or to any research institution where medical experimentation or other practices take place.

11) Return of the Dog

If the Buyer(s) decide to relinquish ownership of the Dog during its lifetime for any reason, then the Seller will have the right of first refusal for one of the following.

- a) Seller takes the Dog back.
- b) Seller assists the Buyer(s) in finding a suitable home for the Dog.

If the Dog is returned directly to the Seller, then the Buyer(s) agree to the following.

- a) To return relevant paperwork, including but not limited to: AKC registration forms transferring from Buyer(s) to Seller sole ownership of said Dog, health testing, and veterinarian records.
- b) Any or all liabilities, expenses or liens that have occurred on the Dog prior to its return to the Seller will NOT be the Seller's responsibility.

If the Dog is returned directly to the Seller, then the Seller agrees to the following.

- a) The Seller will pay any shipping expenses.
- b) After the return of the Dog and Relevant paperwork to the Seller the Buyer(s) will receive a refund of 80% of the purchase price less any refund paid for neuter/spay if the Dog is returned within 90 days of date of acceptance or 40% of the purchase price less any refund paid for neuter/spay on the Dog except if it has been found that the Dog was neglected or abused or the reason for returning the Dog is covered under the Health Guarantee.

12) Jurisdiction for any causes of Action and Liquidated Damages

The Buyer(s) and Seller agree that this agreement is to be interpreted under the laws of the State of Washington. If any of the provisions contained herein are found to be invalid or unenforceable under Washington law, the remainder of the agreement shall continue to be in full force and effect. Any causes of action sought by either party to this agreement due to a violation of same shall be filed and heard in KING COUNTY, WASHINGTON, GENERAL DISTRICT OR CIRCUIT COURT. The parties hereto agree that all causes of action hereunder shall be limited to LIQUIDATED DAMAGES in the amount of the purchase price. If the Seller has to bring legal action to enforce the agreement, then the Buyer(s) will pay the Seller's attorney fees if found in breach of this agreement.

13) Length of Agreement

This agreement is valid from the date of acceptance of the Dog by the Buyer(s) and throughout the lifetime of the Dog, or until the Buyer(s) transfers ownership of the Dog back to the Seller or to another owner.

Seller Print Name: _____
Signature: _____
Date: _____

Buyer Print Name: _____
Signature: _____
Date: _____