



MISSALMALINOIS

Puppy Purchase Contract

Missal Malinois "A" Litter

Sire: TBD

Dam: TBD

Whelped: TBD

AKC Litter Number TBD

Date of Purchase: _____

1. General

- A. Jill Missal, dba Missal Malinois, hereafter referred to as Seller, enters into the following contract with _____, hereafter referred to as Buyer, of an AKC Registered sport, performance, and/or working quality Belgian Malinois puppy, hereafter referred to as Dog, from the above referenced litter.
- B. The purchase price of the dog is \$TBD USD.
- C. Buyer indicates she/he/they have had opportunity to independently review this agreement and have also had the express opportunity to consult with legal counsel for any and all legal advice pertaining to this agreement. The buyer also agrees that if English is not their natural or first language, they have had the opportunity to review and translate this agreement to fully understand and appreciate its content. This agreement constitutes a binding contract and Buyer acknowledges agreement with all terms and conditions stated within.
- D. Seller acknowledges that on _____ Buyer provided to Seller the sum of \$500 USD as a deposit on the purchase of a puppy from this litter. This deposit is non-refundable/non-transferrable unless expressly written/waived in writing by Seller at her discretion, and is applicable only to the litter described above. The deposit shall be deducted from the balance of the purchase price.

Buyer Initials _____

Date _____

- E. It is understood the balance remaining on the purchase of the dog shall be received by Seller from Buyer prior to the completion of the transaction and prior to taking possession of the dog. For further clarification, the dog will only become available to Buyer when the dog has reached nine (9) weeks of age. After the balance has been paid in full and this agreement signed and the original provided to Seller, Seller shall transfer ownership of the dog to the buyer and register the dog with the American Kennel Club (hereinafter referred to as the "AKC") under the name of the Buyer(s).
- F. Should Buyer fail to complete the purchase by providing the outstanding balance and arranging to take possession of the dog by DATE without notifying Seller, Buyer's deposit will be forfeited outright and they will have no further actionable claim(s) or right(s) to the dog or against Seller.
- G. Should Buyer wish to defer the acquisition of the dog beyond DATE for any reason they shall notify Seller in writing and shall expressly indicate when they intend to acquire possession of the dog. The seller has the option of rejecting this request outright without reason. Despite the deferral, the full purchase price is due no later than DATE. Deferral shall only be permitted up to DATE unless otherwise mutually agreed upon in writing. On an agreed deferred acquisition, Buyer specifically notes they will be responsible for all additional costs for the dog including but not limited to: nutrition, equipment, training, boarding, and veterinary care. In the case of a Deferred Acquisition, Seller will board the dog at her facility at a rate of \$50/day plus direct expenses including training, nutrition, deworming, vaccinations, etc., Seller's time to train dog as is required to live in harmony with a dog of that age and training level (at a rate of \$75/hour), and any other expenses incurred. Upon agreement of the Deferral date, the Boarding fees are due immediately with additional expenses paid upon Buyer's taking possession of the dog. Should Buyer fail to pay Seller's final invoice on or before the Deferral date, Buyer forfeits their claim or rights to the dog or against Seller.
- H. Seller has sole authority to determine which puppy out of those available will be assigned to Buyer. Seller will take Buyer's preferences, experience level, family size and composition, and other factors the Seller determines relevant, into account. Buyer grants Seller sole discretion and authority to select an appropriate puppy for Buyer.
- I. The Buyer understands and agrees that the Seller adheres to traditional Naming protocols; the Buyer is purchasing from the "A Litter," meaning that the dog's registered name must begin with the letter "A" and be preceded by "Missal's." Apostrophized names, except when already a commonly established usage (e.g. "D'Artagnan") will not be allowed, nor will any offensive name. Seller has authority to reject a Buyer's choice of Registered Name on the grounds of offensiveness, racism or sexism, foolishness, or inappropriateness as determined by the Seller. Buyer can opt to allow Seller to choose a registered name for the puppy. Buyer further acknowledges that the AKC retains the right to reject requested dog names under its own rules, and indemnifies and holds harmless Seller should this occur. In such a case, an alternate name will be agreed upon for AKC's approval.

Buyer Initials _____

Date _____

J. The Registered Name agreed upon for this puppy at the time of purchase is:

K. Shipping expenses will be paid for by the Buyer.

L. Seller warrants that the puppy is eligible for AKC registration and will provide Limited Registration papers for the dog. Under the rules of the American Kennel Club (AKC), "Limited Registration" permits Buyer to participate in all AKC competitions and activities but prohibits unauthorized breeding. See also "Breeding" section.

2. Health

A. Seller warrants, to the best of her knowledge and in conference with a licensed veterinarian who has personally examined the dog, the dog being provided to Buyer is in good health, free of evidence of communicable and genetic disease, and is fit to perform the purpose for which it is being purchased. Seller warrants that the sire and dam have undergone hip and elbow x-rays as well as Embark DNA testing which are available upon request to Buyer. Veterinary records reflecting same regarding the examination of, and vaccines/microchips administered to, dog shall be provided to Buyer upon request. Further, dog is accompanied by documentation of vaccines in the form of a vaccination and microchip record.

B. Upon receipt at age of nine (9) weeks, the dog has received at Seller's expense:

- Two rounds of DHPP administered by a licensed veterinarian;
- Four rounds of deworming protocol (Pyrantel) under the direction of a licensed veterinarian;
- A microchip installed by a licensed veterinarian, with Seller's name listed as a contact and registration pre-paid for Buyer's convenience.

Buyer understand and acknowledges that dog requires additional vaccinations for full immunity to communicable diseases, and agrees to continue the DHPP vaccination series according to AMVA protocol. Buyer agrees that, at no time will she/he/they adhere to an alternative, "limited," unusual, or titer-based vaccination protocol.

C. Seller has provided dog with two (2) rounds of DHPP vaccinations given by a licensed veterinarian in accordance to AMVA protocols. Dog received vaccinations on DATES. Seller has also provided dog with four (4) rounds of deworming under the direction of a licensed veterinarian. Deworming was performed at 2, 4, 6, and 8 weeks of age.

D. Buyer agrees to take the dog to a licensed veterinarian between DATES to continue the DHPP vaccination series and to enact the ongoing deworming protocol, to include heartworm preventative, going forward. Puppies will require a minimum of two more sets of vaccinations; including the Rabies vaccination as required by law. Buyer agrees to enact the vaccination series for Lyme disease and Leptospirosis at the earliest appropriate time for the puppy. Buyer agrees to complete this vaccination series and to keep dog current on

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all vaccinations for life. (Exemption: Lyme vaccinations are not necessary should Buyer and dog reside in a region in which Lyme is not endemic. This decision should be made in consultation with a licensed veterinarian in said region; however, if Buyer travels frequently to known areas with endemic Lyme disease, this vaccine is recommended).

- E. Seller guarantees that dog has been examined and deemed healthy by a licensed veterinarian, and socialized and trained as much as practicable at time of purchase. The buyer is encouraged to take the puppy to their regular veterinarian for a health check in the first 72 hours after purchase and may return the puppy for a full refund within one week of arrival if any health problems are found (exception: communicable disease diagnosis. Buyer is obligated to take precautions to protect infant dog from communicable disease. Please see Buyer Responsibilities section). Seller will pay in full for return shipment or transport the dog herself.
- F. The buyer agrees to promptly notify the seller of any behavior problems they need assistance with and will make a sincere effort to train the puppy in good manners and socialize the puppy in a positive manner with appropriate discipline when needed. Dog parks, "puppy classes" and unsupervised play are strongly discouraged! Working line puppies are extremely mouthy. They must have toys, interaction with their owner, and other suitable outlets for chewing and tugging. Redirection to a toy and learning proper toy play with a working puppy is necessary.
- G. Seller agrees to keep Buyer apprised of any changes in phone number, email, or address to provide for any necessary communication regarding the health and well-being of the puppy. Buyer also agrees to keep Seller informed of any address, email or phone number changes and will let Seller know of any health or behavior problems promptly.
- H. Buyer agrees to refrain from excessive and/or repetitive exercise until dog is fully grown and/or skeletally mature.

3. Identification and Possession, Custody, and Control

- A. Dog has been permanently identified with an AKC ReUnite registered microchip bearing identification number _____. The registration of this microchip has been pre-paid by Seller. Seller's name is currently listed on the microchip as the puppy owner; Buyer agrees to update the microchip information to list their name and contact information as main contact. Buyer may add as many additional contacts as they so choose for extra security. Buyer further agrees that Seller's name and contact information shall remain as an emergency contact on the puppy's microchip for its lifetime, for safety purposes. It is very important to Seller that none of the dogs and puppies produced by Seller's program be lost, surrendered to "rescue" or shelters, or otherwise be removed from the approved Buyer's custody without authorization. Seller is the dog's emergency safety net for its entire lifetime.

Buyer Initials _____

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- A.1. Should the dog become lost or separated from Buyer, and Seller be contacted by a party finding the dog and reading the microchip information, Seller will make immediate attempts to contact Buyer.
- A.2. If Buyer cannot be reached immediately, Seller will take immediate physical custody of the dog for the safety and well-being of the dog. Seller will board and care for the dog at Seller's facility for fourteen (14) days inclusive of partial days, while continually trying to reach Buyer utilizing the last provided contact information Buyer has provided. If, after fourteen days, Buyer cannot be reached, ownership of the dog will transfer back to Seller and Seller has the right to any and all remedies to secure veterinary records, ownership papers, and other documentation relevant to the puppy.
- A.3. If Seller is successful at making contact with Buyer within those 14 (fourteen) days and wishes to take possession of and retain ownership of the dog, Buyer may immediately arrange to take custody of the dog; however, Seller shall be reimbursed for boarding at a rate of \$50 (fifty) USD for each day, full or partial, that the dog was in Seller's custody. The dog will not be released to Buyer until payment is made in full. Daily boarding rate continues to accrue for each day, full or partial, the dog remains in the Seller's care even if the delay results from Buyer's failure to make prompt payment. Buyer shall be responsible for any additional costs or expenses incurred by Seller as necessary to secure custody of the dog. Buyer shall be responsible for transport or shipping costs to take custody of the dog. If Buyer fails to make full payment of monies owed to Seller under this contract, and fails to take possession of the dog within 14 (fourteen) days after making initial contact with Seller, the ownership of the dog reverts back to Seller and Seller has the right to any and all remedies to secure payment for monies owed under this contract, ownership papers, veterinary records, and other documentation relevant to the dog, including but not limited to legal fees.
- A.4. If the dog is lost or separated from Buyer, and any series of events leads to it being adopted to, sold, given, transferred to, or otherwise placed into the custody, possession, or care of a person other than Buyer or Seller, ownership of the dog reverts to Seller and Seller has the right to any and all remedies to secure custody and possession of the dog, and Buyer is responsible for reimbursing Seller for all expenses, including but not limited to legal fees, required to do reacquire the dog.
- B. Buyer acknowledges that transfer of ownership, possession, custody, or permanent or long-term (over thirty days) care of the dog to anyone but Seller without express written permission of Seller is not permitted and constitutes a breach of this agreement.
- C. If Buyer can no longer, or no longer wishes, to keep dog in his/her/their possession, Buyer shall return the dog to the Seller. Seller offers the following Buyback guarantees:
- C.1. Seller will provide a \$500 USD buy back refund for any dog returned to Seller for any reason except those described elsewhere in this contract;

Buyer Initials _____

Date _____

C.2. For dogs under four years old, in good health, in compliance with Buyer Responsibilities, and possessing third party validations in a working discipline as described below; or one or more of the following AKC titles or higher (or Canadian equivalent):

- AKC Companion Dog Excellent
- AKC Tracking Dog Excellent
- AKC Conformation Champion
- French Ring 1
- IGP1
- Validated Search and Rescue K9
- Certified Police Patrol and/or Dual Purpose K9
- Working Conservation K9
- Validated and Working Detection Dog in the disciplines of: Explosives, Narcotics, Bedbugs, Accelerants, or similar;

Seller will determine a fair Buyback value for the dog, of not less than the full purchase price, based on its age, condition, quality of training, and working titles and abilities. Buyer shall make the dog readily available to Seller for said evaluation and allow Seller a reasonable time to possess and interact with the dog to make this determination. For other working validations and/or sport titles, and dogs over four years old, Seller reserves the right of discretion to evaluate the dog for fair Buyback value. Seller's determination of the Buyback value of the dog shall stand without argument. Any and all refunds under this and other Guarantees are subject to the Buyer Responsibilities as outlined in this contract.

- D. Buyer acknowledges that all conditions detailed in the Buyer Responsibility section must be met for any Buyback Guarantee to apply; further, Buyer acknowledges that should Buyer choose to not meet the Buyer Responsibilities, Buyer is nonetheless required to return the dog to Seller if Buyer no longer wishes to keep the dog; in that case Buyer shall return the dog to Seller at Seller's expense, and Buyer will receive no additional refund or payment. However, Buyer is required to provide signed ownership papers, veterinary records, and any other necessary documentation upon return of the dog to Seller's possession.
- E. Buyer acknowledges that sale, transfer of ownership, surrender, or other removal of the dog from his/her/their care constitutes a breach of this agreement. Should Buyer sell, give away, donate, abandon, or otherwise transfer ownership, possession and/or long term care to anyone except Seller, Buyer shall be subject to a \$10,000 penalty payable to Seller within ten (10) days of the dog's removal from Buyer's care and custody, and the ownership of the dog reverts back to Seller. Buyer remains responsible for any additional costs involved to return the dog to Seller's possession; including but not limited to legal fees.

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4. Buyer Responsibilities

- A. The Buyer agrees to provide normal and accepted vaccinations in accordance with AMVA (or equivalent) protocols, and adequate care and control of the dog for its lifetime. The Buyer agrees that the dog will be kept in a fenced yard and not chained or allowed to run loose when not attended, and the dog will be properly groomed and exercised regularly over the full course of its life.
- B. Buyer acknowledges and understand that at time of purchase, dog has not completed the required vaccination series to protect him/her from communicable diseases such as parvovirus, canine influenza, rabies, bordatella, and similar. Buyer acknowledges that she/he/they will need to take precautions to protect dog from infection with said diseases, including but not limited to:
- Preventing any contact with dogs outside the household;
 - Keeping dog on leash, confined, and controlled at all times;
 - Carefully considering any risk in taking dog off Buyer's property until fully vaccinated,
 - Avoiding "puppy classes," dog parks, and other events/locations where many dogs convene and/or are known to run, roam, or be walked, and
 - Seeking veterinary care immediately should puppy show any signs of illness.
- C. Any and all guarantees stated in this contract are subject to the following requirements:
- Dog must be kept current on all core vaccines (Distemper, Hepatitis, Parainfluenza, and Parvovirus, and Rabies), as well as Bordatella, Leptospirosis, and Lyme vaccines (exemption: if Buyer resides in a region in which Lyme is not an endemic disease, dog need not receive Lyme vaccination - see Health section), over its entire lifetime.
 - Dog must be kept on a monthly dewormer and flea and tick preventative (examples: Bravecto, Credelio, Seresto collar)
 - Dog must be fed a commercial dog food that meets World Small Animal Veterinary Association (WSAVA) guidelines. From personal preference, Seller recommends feeding either Hill's Science Diet or Royal Canin brands; other reputable brands that qualify are Purina Pro Plan, Iams, and Eukanuba.
- D. Veterinary records documenting of all of the above must be provided to Seller at the time of application for a refund under any guarantee, and if returning the dog to the Seller for any reason. Seller reserves the right to review veterinary records. Seller advises Buyer to retain receipts of dog food purchases in sufficient numbers as to provide evidence of required feeding protocols.
- E. If the dog is returned to Seller for any reason, dog shall be accompanied by signed ownership papers. If ownership papers are not provided, Buyer agrees that the costs and

Buyer Initials _____

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expenses incurred by Seller to transfer ownership and have new papers issued will be the responsibility of Buyer, including but not limited to legal fees.

- F. If Buyer meets all requirements as laid out in this contract, Seller will be responsible for shipping fees and costs to return the dog to her possession.
- G. Buyer shall return the dog to the Seller if Buyer opts to not keep the dog in his/her/their possession, custody, and care (see Buyback section).
- H. If Buyer purchases a male from this litter, Buyer agrees to allow the Seller the option to collect semen from the male at the Seller's expense before neutering (initial here)_____ Seller will pay veterinary costs and semen storage and will own the semen. Buyer agrees to travel to an experienced reproductive clinic agreed upon by the Seller for collection. Seller will reimburse Buyer for travel costs to said clinic.
- I. If the dog is fed a "raw" diet, otherwise known as a raw meat-based diet, BARF diet, freeze dried raw diet, or a raw diet in any form, at any time, all guarantees in this contract are null and void. Buyer Responsibilities still apply as do all penalties and other sections of this contract.

5. Guarantees

- A. Seller guarantees the dog against genetic hip dysplasia, genetic elbow dysplasia, genetic spinal spondylosis, and epilepsy for the life of the dog. A full refund of stated purchase price shall be made upon adequate documentation of the above conditions by a licensed veterinarian and/or specialist. Dysplasia diagnosis must include documentation by the Orthopedic Foundation for Animals (OFA). Seller reserves the right to request additional diagnostic testing to confirm the diagnosis of any stated condition. If a refund is issued under this Health Guarantee, Buyer may opt to keep their dog or they may return it to Seller. If the dog is returned to Seller, Buyer shall provide signed ownership papers, full veterinary records, and any other relevant documentation. Seller will pay for return shipment.
- B. Buyer agrees to submit hip and elbow x rays to OFA, and to have a licensed veterinarian (a veterinary ophthalmologist is preferred) perform eye checks when the dog is between 2 and 4 years of age, and complete Embark (or equivalent) DNA testing for genetic diseases before the dog is 2 years of age, and to advise Seller of the results of any such testing along with submission of formal documentation of testing to Seller. Seller will reimburse Buyer for the OFA submission fee upon receipt of results. This enables Seller to make responsible breeding decisions in the future to ensure future litters will be as healthy as possible. ____ (initial here) It is highly recommended OFA x-rays be done by a veterinarian experienced in performing OFA x-rays and using digital media.

Buyer Initials _____

Date _____

- C. All refunds for the health problems stated above require documentation the dog has been neutered or spayed, unless the dog is returned to Seller. If the dog was ever bred, accidentally or otherwise, no refund will be made for any hereditary health problems. The penalties described in the Breeding section will apply.
- D. Buyer acknowledges understanding of the Buyer Responsibilities and understands the relationship of said Responsibilities to the terms of these Guarantees.

6. Breeding

- A. Buyer understands and acknowledges that breeding of the dog is not permitted.
- B. Buyer acknowledges that neutering and spaying at an appropriate age as determined by a licensed veterinarian is strongly recommended by Seller.
- C. Buyer acknowledges that puppy has been or will be issued Limited Registration papers, which prevents registration of puppies produced should an unauthorized breeding occur.
- D. Penalties for unauthorized breeding:
 - D.1. Female dogs:
 - D.1.1. If a female dog is bred, accidentally or otherwise, the Buyer must immediately or as soon as practicable, notify Seller of this development and provide any and all information regarding the breeding.
 - D.1.2. If the breeding was a mixed breed union, the female dog must be immediately spayed and the pregnancy terminated.
 - D.1.3. If the breeding was a purebred union (with another AKC registered Malinois), the complete identification information regarding the male dog involved must be immediately or as soon as practicable provided to Seller for Seller's determination of how to proceed according to the below:
 - D.1.3.1. If the Seller approves of the breeding, the dog must be returned to Seller for pregnancy and whelping, at the Buyer's expense. Buyer will be responsible for paying board and care to Seller at a rate of \$75 (seventy-five) USD per day, full or partial, that the dog is in Seller's care. All puppies produced by the union will become the property of Seller, and Seller has sole ownership, control, and custody of all puppies. All costs associated with care, whelping, and care of puppies shall be the responsibility of Buyer.

Buyer Initials _____

Date _____

D.1.3.2. If the Seller does not approve the breeding, the female dog must be immediately spayed and the pregnancy terminated, and documentation of such by a licensed veterinarian must be provided to Seller.

D.1.3.3. No breeding will be approved if either dog involved was not fully health checked including hip and elbow x rays, and genetic testing for hereditary diseases.

D.2. Male dogs:

D.2.1. If a male dog purchased under this contract is bred, accidentally or otherwise, Buyer shall, as soon as practicable, notify Seller and provide any and all information regarding the breeding.

D.2.2. If Buyer owns the female dog involved in the breeding, the above requirements and penalties described in the "Female Dogs" section shall apply.

D.2.3. If Buyer does not own the female dog involved in the breeding, Buyer shall pay to Seller a penalty of \$25,000 (twenty five thousand) USD should any puppy, alive or dead, be produced.

E. Buyer agrees that, should an unauthorized breeding occur and Buyer fail to inform Seller immediately or as early as practicable, or Buyer fails to comply with the terms of this section, Buyer shall pay to Seller a penalty of \$25,000 (twenty five thousand) USD should any puppy, alive or dead, be produced by the dog.

F. If the terms of this section are not followed, Buyer shall pay a penalty to Seller of \$25,000 (twenty five thousand) USD should any puppy, alive or dead, be produced; or if Buyer makes attempts to conceal any breedings from Seller.

SIGNATURE BLOCK TO FOLLOW

Buyer Initials _____

Date _____