

HPK TROPACO



16275 Highland Mesa Drive, Escondido, California 92025-3500 📧 HGHayek@hpk-tropaco.com

“COMPANION” PUPPY SALES CONTRACT

1. I, _____ (“Buyer”), the purchaser, have been directed to the Rhodesian Ridgeback Club of the United States (“RRCUS”) Code of Ethics. By signing this contract, Buyer agrees to abide by them, in their operative form, with respect to all decisions and responsibilities regarding this Rhodesian Ridgeback and shall not intentionally violate same.

2. In addition to the RRCUS Code of Ethics, Buyer also agrees to the following conditions established by David Hayek, Helen G. Hayek (“Breeder”) for the betterment of the breed, the protection of this Rhodesian Ridgeback, and the reputation of Breeder's kennel. Such conditions are set forth in the following paragraphs.

3. This Rhodesian Ridgeback will not be a kennel dog, *i.e.* will not reside in a kennel, a confined structure, or pen on a permanent or semi-permanent basis. This dog will not be chained or tied, but shall be able to freely move about and exercise in ample space befitting its breed. Further, this Rhodesian Ridgeback shall not be trained as a guard or attack dog.

4. Buyer agrees that he is purchasing this Rhodesian Ridgeback as a companion and shall provide for it as a member of the family.

5. Buyer agrees to provide this Rhodesian Ridgeback with quality food, ample fresh water, and considerate companionship on a daily basis as a family member. Buyer further agrees that appropriate veterinary care with vaccination and other care as recommended by Breeder will be provided for the best interests of the dog.

6. Buyer acknowledges Breeder has instructed him that socialization is extremely important in the proper rearing of a Rhodesian Ridgeback puppy to become a temperamentally stable adult dog and canine good citizen. Buyer agrees that this Rhodesian Ridgeback shall receive socialization with people and other dogs on a regular basis.

7. Should, at any time, this Rhodesian Ridgeback be mistreated, abused or neglected, in the reasonable opinion of Breeder, Breeder reserves the right to recover possession of the dog without reimbursement to the Buyer. Buyer consents to Breeder's recovery of possession of this dog in such event. Breeder agrees to provide reasonable advance notice to Buyer of the impending retrieval to facilitate the transfer. Should this clause be enforced, Buyer shall forfeit the dog's AKC registration papers to the breeder within seven (7) days of the breeder taking possession of the dog. At the time that Breeder demands or obtains possession under this paragraph, Breeder shall provide Buyer a written explanation of the grounds for such demand.

8. Breeder retains the right to visit, or have someone visit, the dog periodically for the purposes specified herein, including, but not limited to, evaluating the dog's development, condition and welfare. Breeder will provide Buyer reasonable notice of an impending visit for such purposes.

9. Buyer and Breeder agree to notify each other of any changes of address or telephone number.

10. Buyer agrees to use Breeder's kennel name "HPK Tropaco" as a upon the naming of the puppy on AKC registration papers. No other kennel name shall additionally appear in the dog's registered name, except with the express written permission of Breeder.

11. If, for any reason, Buyer can not or does not wish to maintain custody of this Rhodesian Ridgeback at any time during the dog's lifetime, ownership shall revert directly back to Breeder, including transfer on all AKC papers. At no time may this Rhodesian Ridgeback be sold, given, or ownership transferred in any way, to a third party, whether or not related to Buyer, without express written permission from Breeder. If Buyer and Buyer's spouse should become deceased, first priority shall be to place this Ridgeback in the home with Buyer's minor children, provided 1) the Guardians of the minor children are willing to take the dog and can provide a suitable home and 2) the Guardian is willing to execute a duplicate copy of this agreement. Should Buyer decide to not keep the Rhodesian Ridgeback, for other than health reasons, they have a four month grace period from the date of this agreement to return it and shall receive an immediate refund with the return of the healthy Rhodesian Ridgeback, minus a Two Hundred dollar (\$200) non-refundable fee.

12. In the event Buyer must release custody of the dog, he shall first make a reasonable attempt to contact the breeder using the contact information provided herein or updated per paragraph 9, above. If after seven (7) days the breeder cannot be contacted, or should the Buyer need to immediately release custody of the dog, the Buyer shall contact the authorized organization listed below to arrange transfer of possession of the dog. Buyer shall make known to the contact Breeder's name and shall provide it with all records and AKC papers in relation to the dog.

Rhodesian Ridgeback Rescue - <http://www.ridgebackrescue.org>

13. Transportation and other arrangements in return of the dog to Breeder shall be Buyer's responsibility and at Buyer's expense.

14. Breeder agrees to reimburse Buyer for the dog/bitch if such dog is resold by Breeder (up to the Buyer's original purchase price stated herein or the actual price for which the dog/bitch is resold, whichever is less), less any expenses incurred by Breeder including, but not limited to boarding, training, transportation and/or veterinary care and a return fee of Three Hundred Dollars (\$300). Buyer agrees, in the event that the dog has not, in the reasonable opinion of Breeder, received adequate socialization or has material health concerns, that Breeder may use any refund due Buyer for rehabilitation/care for the benefit of the dog. Copies of receipts shall be provided to Buyer upon request. In all cases, the parties agree that the very first concern shall be for the welfare of the dog. The reimbursement provisions of this paragraph shall not apply with respect to recovery of possession by Breeder under paragraph 7 above. In the event that a dispute arises regarding this paragraph, and the parties are unable to informally resolve the issue, the parties shall use the dispute resolution process found in paragraph 22, below.

15. In the event that the dog is placed with a third party instead of being returned to Breeder as required herein, Buyer agrees to reimburse Breeder in full for any and all expenses reasonably and actually incurred in an

effort to retrieve the dog, including transportation and any and all reasonable attorneys' fees and costs, whether or not the effort actually results in recovery of the dog, in addition to any other remedy of Breeder.

16. Buyer agrees that, within sixty days of taking possession of the Rhodesian Ridgeback puppy, Buyer will have a microchip inserted into the puppy as a means of permanent identification, and have that chip number registered with the American Kennel Club Companion Animal Recovery Department. The information provided with the microchip shall include Buyer's name, address and telephone number, and Breeder's name, address and telephone number. Buyer agrees to keep this information current.

17. Breeder will provide to Buyer a five generation pedigree, a signed AKC registration or transfer, complete instructions on care and feeding, a written statement of health by a veterinarian, and a record of inoculations and worming.

18. It shall be the responsibility of Buyer to register this puppy with The American Kennel Club, within (2) two weeks of taking possession of this Rhodesian Ridgeback, or within two weeks of receiving the registration papers, whichever is later.

19. Buyer has the right to, and is advised to by the breeder, to have this Rhodesian Ridgeback examined by a veterinarian of his choice, within seven days of taking possession. If, within one week, the Rhodesian Ridgeback is found to be in ill health after being examined because of breeding or early kennel care, Buyer may return the Rhodesian Ridgeback for a full refund or another puppy (upon availability).

20. Buyer understands the original purchase price on a Companion puppy from this litter is \$1,600.00. In exchange for the special purchase price of \$1400.00, Buyer additionally agrees to the following conditions:

- a. Regularly scheduled socialization. In addition to the requirements of paragraph 6 above, Buyer agrees to socialize this puppy by exposing it to a variety of people and circumstances. Buyer understands that Breeder suggests Socialization class, but will accept non-formal socialization where the dog regularly interacts with people other than those in Buyer's home after the puppy is fully vaccinated.
- b. For the protection of the breed, the health and well being of this Rhodesian Ridgeback bitch, and the protection of the Rhodesian Ridgeback population, Buyer hereby agrees that this Rhodesian Ridgeback is sold with limited registration and shall not, under any circumstances, be bred to any other dog at any time. Buyer further agrees this Rhodesian Ridgeback shall be spayed, neutered or otherwise rendered incapable of producing offspring **after this dog reaches 12 months of age and prior to reaching 18 months of age or, in the case of a female, after conclusion of her first season.** _____ Buyer's Initials

Within fourteen (14) days of completion of this procedure, Buyer shall supply the breeder with an original, signed letter from the veterinarian on his Clinic's Letterhead confirming the procedure has been completed, or other proof satisfactory to Breeder.

21. This contract is formed and to be performed in the county of San Diego, State of California. Any proceeding regarding this contract shall be conducted pursuant to the laws of that jurisdiction. Should any action or claim arising out of this contract be commenced, venue shall be in the County of Breeder's

residence at the time such action or claim is instituted.

22. Each party hereto acknowledges, due to the nature of this agreement, that damages for breach of this agreement by their nature are difficult to calculate and are not readily ascertainable. As such, should either party commence civil action for an alleged failure to comply with the terms of this agreement (other than for failure to pay monetary fees or expenses, which are determinable), and liability therefor is proven, the party in breach agrees to pay the sum of seven thousand five hundred dollars (\$7,500.00), said sum being liquidated damages, which the parties agrees is a reasonable approximation of the actual, indeterminable damages resulting from each such breach. In the case of Buyer "breeding" the Rhodesian Ridgeback, if such breeding results in the whelp of any puppy born alive, regardless of whether such puppy is euthanized or not at a later date, Buyer agrees the liquidated damages in such event will be fifteen thousand dollars (\$15,000), Buyer agreeing that said sum is the reasonable approximation of the actual damages for such breach which are difficult to calculate and are not readily ascertainable.

23. In the event any action, suit or other proceeding is commenced for any claim arising from this contract, the prevailing party shall be entitled to recover attorneys' fees and all costs of such action.

24. The parties agree that, in the event any proceeding on this agreement is commenced, service of this suit may be effected by Federal Express overnight service or other comparable means to the address provided by the respective parties in this agreement, in lieu of personal service or any other means of service mandated by statute.

25. In this Agreement, singulars include plurals and masculines include feminines.

26. In consideration of the foregoing, Buyer agrees to pay the sum of \$1400.00 for the [male/female] Rhodesian Ridgeback puppy, whelped on _____, as a result of the breeding of _____(sire) and _____(dam).

27. The signatory for Breeder below has full, actual authority to execute this agreement on behalf of all Breeders of this litter.

The undersigned parties hereby acknowledge that they have thoroughly read, and understand, the contents of this agreement and that it is a true and binding contract.

Buyer:

Print/Sign Date

address: _____

Telephone: _____ e-mail: _____

Breeder:

Helen G. Hayek Date
David T. Hayek