

HPK TROPACO



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SHOW POTENTIAL PUPPY SALES CONTRACT

1. I, _____ (“Buyer”), the purchaser/s, have been referred to The Rhodesian Ridgeback Club of the United States’ (“RRCUS”) Code of Ethics. By signing this contract, Buyer does hereby agree to abide by them with respect to all decisions and responsibilities regarding this Rhodesian Ridgeback.
2. In addition to the RRCUS Code of Ethics, Buyer also agrees to the following conditions set down by Helen Hayek and David T. Hayek (collectively “Breeder”) for the betterment of the breed, the protection of this Rhodesian Ridgeback, and the reputation of the 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, nor pen on a 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 does hereby state that he is purchasing this Rhodesian Ridgeback principally as a companion and shall provide for it as a member of Buyer’s family. In addition, Buyer is purchasing this Rhodesian Ridgeback as a potential conformation show prospect and agrees to abide by the terms stipulated herein to comply with the Show Career of this dog.
5. Buyer understands that this Rhodesian Ridgeback currently demonstrates no characteristic, trait or defect which would disqualify it from conformation showing. Buyer understands that Breeder does not guarantee any future results of conformation showing of this Rhodesian Ridgeback.
6. 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, vaccinations and other care as recommended by Breeder will be provided as necessary for the best interests of the dog.
7. 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. By signing this contract, Buyer does hereby make absolute promise that this Rhodesian Ridgeback shall receive socialization with people and other dogs on a regular basis.
8. 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 owner and owner hereby consents to such recovery. Should this clause need to be enforced, the owner shall forfeit

the dog's AKC registration papers to the breeder within 7 days of the breeder either taking possession of the dog. At the time of Breeder demands possession under this paragraph, Breeder shall provide to Buyer a written explanation of the grounds for such demand. Resolution of whether Breeder is entitled to recover possession shall be conclusively determined by an arbitration as set forth in paragraph 41 below.

9. Breeder retains the right to visit, or have someone visit, the dog periodically for any purpose including, but not limited to, evaluating the dog's development, condition and welfare.
10. Buyer agrees to notify the breeder if he changes address or telephone number.
11. Buyer agrees to use "HPK Tropaco" as a Prefix 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.
12. If, for any reason, Buyer cannot 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.
13. In the event the owner must release custody of the dog, they shall first make a sincere attempt to contact the breeder. If after (7) days the breeder cannot be contacted, or should the owner need to immediately release custody of the dog, the owner shall contact the authorized organization listed below to arrange transfer of possession of the dog. They 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>
14. Transportation and other arrangements in return of the dog to Breeder shall be the responsibility of Buyer. Buyer agrees to help with the transportation in getting the dog back to the Breeder, or authorized contact provided in paragraph 13 above. Buyer shall pay all expenses incurred in return of the dog.
15. Breeder agrees to reimburse Buyer for the dog/bitch if such dog is resold (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. Buyer agrees, in the event that the dog has not, in the opinion of Breeder, received adequate socialization or has 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 the original owner upon request. In any and all cases, both Buyer and Breeder 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 8 above.
16. 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 actually incurred in retrieval of the dog, including transportation and any and all reasonable attorneys' fees and costs.
17. Any litigation commenced with respect to this agreement, regardless of the form of action or claims alleged therein, shall take place in the state and county of San Diego County, California.

(Contract Provision for Sale of Bitch)

The provisions of paragraphs 18 through 23 apply only in case of sale of a bitch (female).

18. 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 to not breed this bitch more than 3 times during her lifetime, whether such breeding is planned or accidental. The following shall not constitute a breeding@ for purposes of this paragraph:
1. The breeding does not produce a litter.
 2. The litter results in only one puppy (whether or not born live).
19. Further, Buyer agrees he shall never breed this bitch in successive heats, but shall wait one year between litters unless one of the above conditions shall apply; the breeder agrees in writing, or unless advised by a veterinarian for treatment of pyometria or metritis; in which case the owner shall provide a letter signed by the veterinarian to the breeder at least 30 days before the bitch's next heat.
20. Buyer agrees this bitch will not be bred before her second (2nd) birthday or after her seventh (7th) birthday. Buyer also agrees not to breed this bitch until it has earned a conformation championship from the American Kennel Club.
21. Before breeding this bitch Buyer agrees to evaluate/test this bitch for genetic defects and agrees to not breed her unless she, and the dog she is being bred to, has written confirmation of the of the following:
1. Orthopedic Foundation for Animals (“OFA”) hip evaluation of “Excellent” or “Good;”
 2. OFA elbow evaluation of “Normal;”
 3. OFA thyroid “Normal;” and
 4. Canine Eye Research Foundation eye examination “Clear;”
- and that both this bitch and the dog she is being bred to is free from any other genetic/health defects or any other trait or characteristics which would render either of them unsuitable for use as breeding stock. Any deviations from these requirements will be with the written permission of the Breeder.
22. Buyer agrees that the first breeding of this bitch shall be to a stud dog approved in writing by the Breeder. In any event, with respect to all breedings, Buyer shall never breed this Rhodesian Ridgeback bitch to other than a respectable specimen of her own breed, always keeping in mind the betterment of the breed, always striving to improve the breed and to reduce genetic faults.
23. Buyer agrees to notify Breeder of any planned breeding well in advance of the breeding, and in no event later than 5 days before the breeding is to take place. In the case of an accidental breeding, Buyer agrees to notify Breeder within twenty-four (24) hours of the accidental breeding. If such accidental breeding occurs prior to the bitch receiving OFA certification for hips and elbows, Buyer agrees to have the bitch examined and x-rays sent for evaluation to the OFA within seventy two (72) hours after the accidental breeding takes place.

(Contract Provision for Sale of Dog)

The provisions of paragraphs 24 through 29 apply only in case of sale of a dog (male).

24. Breeder reserves free Stud Rights to males bred by Breeder for bitches of Breeder's choice for the purpose of keeping or furthering Breeder's bloodline. This shall be after said dog reaches 24 months of age. Breeder shall not exercise this right more than twice in any calendar year. It shall be the responsibility of the Breeder to bring the breeding bitch to the male or arrange for artificial insemination and all expenses concerning the breeding shall be Breeder's responsibility.
25. Before using this dog at Stud Buyer agrees to evaluate/test this dog for genetic defects and agrees to not breed him unless he, and the bitch he is being bred to, has written confirmation of the of the following:
 5. Orthopedic Foundation for Animals OFA hip evaluation of "Excellent" or "Good;"
 6. OFA elbow evaluation of "Normal;"
 7. OFA thyroid "Normal;" and
 8. Canine Eye Research Foundation eye examination "Clear,"

and that both this dog and the bitch he is being bred to is free from any other genetic/health defects or any other trait or characteristics which would render either of them unsuitable for use as breeding stock. Any exceptions will be with the written permission of the Breeder.

26. Buyer agrees he shall never breed this Rhodesian Ridgeback to other than a respectable specimen of his own breed, always keeping in mind the betterment of the breed, always striving to improve the breed and to reduce genetic faults.
27. Buyer agrees to not knowingly breed this dog to any bitch owned or in the custody of a known puppy mill, broker, or pet shop, nor be used to sire litters for the purpose of producing puppies for the same. Buyer also agrees this dog shall not be used to sire litters for the purpose of producing stock for laboratory experimentation. It shall be the stud dog owner's responsibility to check the reputability of the bitch owner before breeding takes place. Should question arise as to the reputability of the bitch owner, the stud dog owner will not breed this dog to that bitch. They will first contact Breeder before the breeding takes place.
28. Buyer agrees to not breed this dog to a bitch who has produced a litter of more than one live puppy within the preceding 8 month period.
29. Buyer shall confirm that should a litter occur from a mating, it will not result in the bitch owner producing over a total number of 8 (eight) litters produced within a 24 (twenty four) month period; owned or co-owned.
30. Breeder guarantees this Rhodesian Ridgeback to be free from genetic hip and elbow dysplasia until the dog reaches 30 months of age. Should the dog be diagnosed as dysplastic within that time frame (with proof of such evaluation by the OFA), Breeder will refund the difference between the purchase price of this Rhodesian Ridgeback and the non-show prospect puppy price charged by Breeder for ridged companion puppies from the same litter or, if none in the litter, on the date this Contract is executed. Breeder also guarantees this puppy to be of breeding quality, *i.e.* that the puppy is free of genetic defects which would preclude the puppy being used as a stud dog/brood bitch. In the event a dermoid sinus is discovered, Breeder

will pay for the surgery to repair it.

31. Breeder reserves the right to have the dog examined by his kennel veterinarian for confirmation of the OFA evaluation, at Breeder's expense. Should the results of this examination yield results that vary from that of the OFA, Buyer and Breeder agree to submit such results to the OFA for re-evaluation. If the results of that OFA re-evaluation are "good" or "excellent," Buyer shall pay the costs of this OFA re-evaluation and reimburse Breeder for the costs of the kennel veterinarian's separate evaluation. If the results of the OFA re-evaluation are consistent with the OFA's previous findings, Breeder shall pay the costs of the OFA re-evaluation.
32. The guarantee stated in paragraph 30 shall be absolutely null and void if the dog has sustained any shock or injury to its hips or elbows prior to the time of examination, or is subjected to excessive running and/or physical stresses of the joints prior to such examination.
33. Breeder will provide access information 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.
34. 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 puppy.
35. Buyer has the right to, and is advised to by the breeder, to have this Rhodesian Ridgeback examined by a veterinarian of their 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).
36. Should Buyers decide to not keep the Rhodesian Ridgeback, for other than health reasons, they have a seven day grace period to return it and shall receive an immediate refund with the return of the healthy Rhodesian Ridgeback, minus a three hundred dollar (\$300) non-refundable fee.
37. Buyer understands the original purchase price on a Show Prospect puppy from this litter is two thousand eight hundred dollars (\$2,800.00). In exchange for the special purchase price of one thousand eight hundred dollars (\$1,800.00), Buyer additionally agrees to the following conditions:

Buyer agrees to prepare this Rhodesian Ridgeback, beginning as a puppy, for the show ring by:

1. Regularly scheduled socialization. In addition to the requirements of paragraph 7 above, Buyer agrees to take this puppy to a public training class consisting of either an Obedience class, Canine Good Citizenship class, Socialization class, or Conformation class. Buyer understands that Breeder suggests Conformation class and Obedience Class, either concurrently or consecutively, but will accept any regular class, offered at least once weekly, where the dog is regularly socialized.
2. Show Requirements. Buyer agrees that this puppy will be shown in a pointed AKC show a minimum of twenty (20) times prior to its third (3rd) birthday or until the dog achieves an AKC Championship. Buyer further agrees to retain the services of a professional handler or other person chosen by Breeder for at least eight (8) of these shows, unless the dog completes

its AKC championship before this number of shows is reached. Buyer shall make sincere attempts to earn an AKC Championship title on this Rhodesian Ridgeback before its third birthday. Dog shows attended before this Rhodesian Ridgeback's first birthday shall not count toward the number of shows required unless the dog earns Championship points at those shows.

3. Failure to Comply with Show Provision . Buyer agrees if these conditions in paragraphs 37.i. and 37.ii. are not met within the time frame described herein, then the following conditions shall apply:

1. The breeder has the right to take possession of the dog and show it to a championship. Copies of all receipts will be provided to the owner. Upon payment of these receipts, the dog will be returned to the owner. Should receipts not be paid within 30 days, the owner shall sign ownership of dog back over to the breeder, including all AKC papers.

38. Buyer agrees that, within 30 days of taking possession of the Rhodesian Ridgeback puppy, Buyer will have a "Home Again" brand microchip inserted into the puppy as a means of permanent identification. The information provided with the microchip shall include Buyer's name, address and telephone number and Breeders name, address and telephone number. Buyer agrees to keep Buyer's information current at all times. As an alternative, Buyer may have the puppy tattooed on the inside of the left rear thigh.

39. This contract is formed and to be performed in the county of San Diego, State of California.

40. Each party hereto acknowledges, due to the nature of this agreement, damages for breach of this agreement by their nature are difficult to calculate and are not readily ascertainable. As such, should any party to this agreement 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 dollars (\$7,500.00) for each such breach, whether or not arising from the same transaction or occurrence, said sum being liquidated damages, which each party agrees is a reasonable approximation of the actual, indeterminable damages resulting from such breach.

41. In the event that any litigation is commenced to enforce the terms of this agreement, the prevailing party shall be entitled to the costs thereof, including, but not limited to, actual attorney's fees, expenses and costs, in addition to any other sum or sums awarded.

42. 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 to the address provided by the respective parties in this agreement in lieu of personal service.

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

44. In consideration of the foregoing, Buyer agrees to pay the sum of _____ for the female/male Rhodesian Ridgeback puppy, whelped on _____ as a result of the breeding of _____ x _____

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

46. This document may be executed in duplicate originals. A facsimile copy of the executed agreement shall constitute an "original" for all purposes.

We the undersigned, have thoroughly read and understand the contents of the entirety of this agreement and acknowledge this to be a true and binding contract. Executed this _____ day of _____, 200__.

Buyer:

Print Name: _____ Signature: _____

Address: _____

e-mail: _____

phone: _____

Breeder's Signature

Helen G. Hayek
David T. Hayek