Contract  
Sarah and Kyle Penick  
222 Davis Mill Rd.  
Elkton, KY 42220

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SHOW/PET PURCHASE/GUARANTEE

Sarah and Kyle Penick agree to sell the Newfoundland described below to:

Name:

Female DOB: Color:   
Pet (X) or Breeding ( ) Price:

Sire: Mighty American Tatonka

Dam: Wild and Wet Girl Prisscilla

1) Pet quality (limited registration) the buyer agrees to having no breeding rights. Must be spayed or neutered after 12 months of age. If dog is bred without permission will be a $3000.00 fine. Guarantee is void prior to 12 months.

2) Puppies are sold on a 72 hour trial basis, during which time the buyer’s veterinarian can examine the puppy.

3) If buyer is opting for a payment plan, it will be as follows and is agreed upon by the buyer and seller whose signatures are listed below:

If found has congenital problem prior to 1 year of age, puppy can be returned for replacement puppy when available. If NOT taken to the vet within 72 hrs. guarantee is void. No guarantees against parasites.

**Sale of Get:**

The buyer agrees that this Newfoundland will not be sold to any pet shop, dog farm, wholesaler, or any agent for the same, for any reason whatsoever, or to ever breed to any other than a registered Newfoundland. The buyer also agrees that he/she is not any of the above. The breeder will take back dog anytime in the puppies lifetime if owner can not keep anymore. The dog is to be returned to the breeder at no charge unless discussed. If puppy is not returned will be a $1000.00 fine unless the breeder approves in writing. No guarantee is made that this dog will reach any particular size, weight or have any particular features. Proof that the following criteria have been met will be asked for prior to honoring this guarantee.

1. Newfoundland must be owned by the original buyer named in this guarantee.
2. Newfoundland must not have been subjected to heavy or extreme exercise.
3. Newfoundland must not have been used for breeding purposes prior to 18 months or females 3rd heat cycle, if full registration rights were purchased.
4. Newfoundland has been provided proper diet and vet care, to keep the dog well groomed; to provide a clean and safe environment for the dog to live in; to give the dog proper attention and will not abuse or neglect the dog. If the dog is chained, left to roam at large, kept in unsanitary conditions this contract becomes null and void. If the buyer breaks any of the above agreements, the buyer, without fee, surrender the dog and AKC papers back to Sarah Penick upon demand.

5. In the event or sudden demise of this Newfoundland, Sarah and Kyle Penick must receive a written notice of the dogs death from the buyers veterinarian along with an autopsy report indicating the cause of death. In the event of suspected severe, physically crippling dysplasia, the following procedures must be followed:  
NOTE: THIS AGREEMENT WILL BE VOID IF THE NEWFOUNDLAND HAS BEEN EUTHANIZED WITHOUT OUR BEING NOTIFIED AND OR CONSULTED.

1. Notify Sarah Penick by phone or certified letter.
2. Submit x-rays of the Newfoundland to Sarah Penick for evaluation by our vet/OFA or PennHip.
3. Sarah Penick reserves the right to have the Newfoundland examined or x-rayed by a vet of her choosing (at Sarah Penick’s expense)
4. Must have DEFINITIVE and SPECIFIC diagnosis.

Sarah Penick provides no other warranty or guarantee, expressed, or implied regarding the Newfoundland including fitness or showing and/or breeding, as it is impossible to predict the future development of a puppy.

Guarantee is valid for 1 year/12 months from birth date. All money received is non- refundable. The puppy is only guaranteed for 12 months from the purchase date against any congenital defects that caused the puppy not to be able to function as a pet. We will replace the Newfoundland with a puppy of equal value from a subsequent litter. We will replace the puppy if euthanasia is unavoidable.

Sarah Penick reserves the right to inspect the conditions under which the Newfoundland is living to insure compliance with the conditions of this agreement.  
In signing this agreement, I understand the terms and conditions herein and not complying is breech of contract and the breeder has legal right to reclaim the dog.  
This contract shall be subject to the laws of the state of Kentucky.

Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A “replacement” is a puppy of the same quality, color and sex, unless a different color and sex is agreed upon by both breeder and purchaser. All travel expenses are the responsibility of the owner/purchaser.

A non- treatable life-threatening congenital disease is one in which the probable prognosis is death. If a disorder can be treated and controlled medically, it is NOT life threatening. ​