



Katura Kennels

**K's Akitas and K's Tibetan Spaniel
Show Contract/Guarantee/Co-Ownership**

Client/s Name:

Client Address:

Client Home Telephone:

Akita Name:

DOB:

AKC #:

Akita Color & Markings:

Sire:

Dam:

Work Telephone:

Sex: M F

Microchip #:

AKC#

AKC#

This Akita is being sold for \$ (less the deposit of \$500.00.) Total price including health certificate, crate, and shipping (if applicable) is \$ to be paid 3 weeks before pick up/shipping. This Akita is being sold with a co-ownership contract and a Full AKC Registration.

This Akita was examined on by a licensed veterinarian and was found to be in good health at the time with no visible signs of a communicable disease. This Akita has been properly wormed and vaccinated according to FI law* prior to sale and record of such accompanies this Akita. This dog is being sold as a show animal with a Full AKC Registration and Co-Ownership. The purchaser agrees to the following conditions:

1. This Akita shall be examined by a licensed veterinarian within 3 working days from the date of this contract.
2. If at this time the veterinarian finds serious illness, said dog can be returned to K's Akitas for a replacement of a similar Akita or refund according to FI law.* Client has read and understands his rights according to Florida Pet Lemon Law.
3. As long as this Akita stays with the client and the prefix "K's" is used on the AKC registrations papers, this Akita will be guaranteed to the age of two (2) years to be free of any disqualifying faults as named by the AKC breed standard and to the age twenty six (26) months to be free of any hereditary disease, which must be the result of genetic origin and not the result of environmental factors (poor nutrition, accident, or illness).
4. Tests for genetic diseases (OFA, CERF, Thyroid) must be performed before this Akita is used for breeding purposes.
5. If this Akita is found to have a disqualifying fault or genetic disease by an approved licensed veterinarian or the OFA, in the case of eye disease, a veterinarian ophthalmologist, it will be replaced with one of equal value from K's Akitas as soon as one becomes available. Replacement will only occur after K's Akitas receives written certification from a veterinarian stating that this Akita has been sterilized. No other guarantee is made. No money will be refunded in whole or part for any reason.
6. Client understands when they purchase a show Akita from K's Akitas it is with the understanding that this Akita will be shown to its AKC championship prior to breeding.
7. Client agrees this Akita will only be bred to Akitas of show quality and free of disqualifying faults and genetic disease (OFA'd & CERF'd).
8. Offspring of this Akita shall not be sold with breeding privileges unless they are of show quality. Companion offspring are to be sold with a spay/neuter agreement and with no breeding privileges on the AKC registration papers..
9. This Akita (or any of its offspring) will not be sold, leased, consigned or given to any pet shop, chain store, wholesale or retail outlet, dog dealer or agent, commercial breeding kennel, puppy mill or individual for resale or breeding purposes, or dog fighting places or people.
10. Client agrees to return Akita to K's Akitas if Client is unable to keep Akita. Client agrees to notify K's Akitas of any change in address and/or telephone number.
11. Client agrees to attend obedience class with this Akita within six months of the date of this contract. Client understand that obedience class is necessary in teaching responsible dog ownership and proper socialization of the Akita itself.
12. This Akita is guaranteed to be of sound and stable temperament at the time of purchase. Client realizes that the personality and temperament of this Akita are now in the hands of the Client and K's Akitas cannot guarantee personality or temperament after leaving our premises.

The Client of the above described Akita further agrees to the following conditions:

1. a. Provide for the welfare of this Akita by yearly health checks, parasite prevention program, vaccinations recommended by Client's veterinarian and heart worm prevention.
- b. Provide a proper diet consisting of a quality dog food/supplements recommended by K's Akitas or Client's veterinarian.
- c. Provide proper companionship and exercise to maintain this Akita in proper physical, mental and weight for show condition.
- d. This Akita will not be allowed to run at large or be chained at any time. It will be provided with a clean, safe environment where said Akita will not be subject to being teased or abused.
- e. In the event this Akita's condition necessitates euthanasia, permission from K's Akitas must be given.

Client assumes all financial responsibility of this Akita when Client takes possession of said Akita.

Client is solely responsible for this Akita and to indemnify and hold harmless K's Akitas from any and all claims of liability for the conduct of this Akita on or after the date of this contract.

"It is the consumer's right, pursuant to section 829.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of his knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29 (5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian." *To read entire law follow link.

[*2008Ch0828Section29#0828.29](http://www.flsenate.gov/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=Ch0828/SEC29.HTM&Title=->2008->Ch0828->Section_29#0828.29)

Client will initial each above statements of conditions to insure Client has read and understands each statement.

VIOLATION OF THIS CONTRACT DAMAGES THE GOODWILL AND REPUTATION OF K'S AKITAS AND THE AKITA BREED IN GENERAL. BREACH OF THIS CONTRACT CAN RESULT IN REPOSSESSION WITHOUT REIMBURSEMENT AND K'S AKITAS BEING ENTITLED TO \$2500.00 IN DAMAGES.

This contract is formed and shall be governed by the laws of the State of Florida and jurisdiction to resolve disputes rests solely in a court of competent jurisdiction in Florida.

Client (s): _____ Date: _____

_____ Date _____

K's Akitas _____ Date _____
(Owner)

Katura Kennels
K's Akitas and K's Tibetan Spaniels

Kathryn M Concannon

Katura Kennels

Co-Ownership Contract

K's Akitas and K's Tibetan Spaniels

Name _____

AKC# _____

DOB _____

This Akita/Tibetan Spaniel has been sold for the sum of: _____ . One of the following apply:

_____ The sale price is based on full ownership to the Client. NO co-ownership terms exist. Client agrees to terms listed on page one (1) and no further terms apply.

_____ The sale price is based on a co-ownership between the Client and Katura Kennels (owner Kathryn Concannon). The Client agrees to the terms listed on page one (1) and the following co-ownership terms also apply:

This Akita/Tibetan Spaniel will be co-owned between the Client and Katura Kennels (owner Kathryn Concannon) until this Akita/Tibetan Spaniel is an AKC Champion and Client fulfills the following terms:

MALE:

_____ Stud Right (s) are used by Katura Kennels to any female Akita/Tibetan Spaniel owns, co-owns, or leases. A stud Right is defined as breedings necessary to occur between this Akita/Tibetan Spaniel and the Akita/Tibetan Spaniel presented that produces two or more live puppies at eight weeks of age.

If Katura Kennel collects semen for freezing, it will be done at Katura Kennels expense and each collection will be considered one of the stud rights. Any semen that is collected and stored by Katura Kennels is considered property of Katura Kennels with all rights thereof. Client agrees to relinquish all rights to such semen _____ initial

This Akita/Tibetan Spaniel cannot be neutered without written agreement from Katura Kennels. _____ initial

FEMALE:

_____ Puppy Back(s) are received my Katura Kennels. Katura Kennels must approve the sire of puppy(ies). A Puppy Back is defined as puppy chosen by Katura Kennels between 7 1/2 and 8 1/2 weeks of age. Katura Kennels has the responsibility of transportation of said puppy. Client must provide a thorough videotape of the entire litter. The Client can place no puppy until Katura Kennels decides on the Puppy Back(s). _____ initial

The Puppy Back(s) will be: _____ pick puppy (ies) of _____ litter. _____ pick puppy(ies) of _____ litter.

Any Puppy Back (s) received will only carry Katura Kennels Prefix, all other puppies in the litter will carry the Client's prefix. _____ initial

This Akita/Tibetan Spaniel cannot be spayed without written agreement from Katura Kennels. _____ initial

Additional Terms _____

Client understands he is solely responsible for this Akita/Tibetan Spaniel and to indemnify and hold harmless Katura Kennels from any and all claims of liability for the conduct of this Akita/Tibetan Spaniel on or after the date of this contract.

This contract is formed and shall be governed by the laws of the State of Florida, and jurisdiction to resolve disputes rest solely in a court of competent jurisdiction in Florida.

Client(s): _____ Date _____

Katura Kennels (Owner) _____ Date _____