

Cockers Purchase/Transfer Agreement
[info of breeder]

Agreement is made on this ___ day of _____, 200_, between _____, herein referred to as the seller, and _____, herein referred to as buyer, whereby title to a Male/Female American Cocker Spaniel puppy whelped on _____ by CH. _____, out of CH. _____, now owned by the seller will vest in the buyer and the seller will deliver to the buyer the puppy, the duly completed AKC registration certificate on this Cocker as well as a five generation pedigree, upon fulfillment of the following conditions:

- 1) Purchase price of \$_____ paid by the buyer to the seller in full. A deposit of \$200.00 is necessary to hold puppy. This deposit is non-refundable. Any deposits are deductible from the purchase price.
- 2) The signature of the buyer on the terms and conditions of this sale below.
- 3) Deposit & payments may be with a check, Balance to be paid by the pups 10th week of age. Any final payment is to be cash.
- 4) A.K.C. registration will be signed over to buyer when pup is paid and handed over to buyer with pup.

SELLER ATTESTS:

- 1) Should this Cocker manifest a genetic or hereditary defect affecting soundness, seller will provide a replacement Cocker within a reasonable period of time, provided that said Cocker is returned to the seller with registration papers and health papers. All rights to the Cocker in question return to the seller. Only those defects recognized by two (2) certified veterinarians as genetic or hereditary are covered under this article. Retained testicles; a bad bite; cherry eye; hernia are not considered as traits affecting soundness.
- 2) There are no cash refunds. Any boarding fees incurred after the pup is 12 weeks of age are the buyers responsibility and not deducted from the purchase price.
- 3) The seller will provide a health record including vaccination to buyer.

BUYER WILL:

- 1) Have the Cocker checked thoroughly by a veterinarian of the buyer's choice within 72 hours. A record of the visit will be forwarded to the seller.
- 2) Not transfer the title of this Cocker to any other party either for sale, gift, loan, lease or otherwise except in the following manner:
 - a) Should buyer wish to divest self of ownership of this Cocker, consultation with seller is mandatory.
 - b) The buyer will first offer the Cocker to the seller under the same terms and conditions as to a third party.
 - c) If seller does not accept the buyer's offer, seller will investigate and assist in the placement of the Cocker. All proceeds of this placement sale will remain with the buyer.
- 4) Understand that this Cocker will at all times be treated humane and within the prescribed guidelines of The American Cocker Spaniel Club and The American Kennel Club.
- 5) Endeavor to keep seller informed of progress & condition of this Cocker, i.e., health, growth, temperament, etc.
- 6) Understand that said Cocker is being sold on a **limited registration**, and buyer acknowledges he or she has been advised that the AKC cannot register any offspring from this Cocker.
- 7) Understand and agree that this puppy is being purchased as a family house member.
- 8) If at any time the conditions of this contract are violated i.e. dog is kept in a matted, flea infested, undernourished state etc. This dog is to be returned to seller for placement in an approved home.
- 9) All photo's provided by seller are copyrighted by seller and may not be used without sellers written permission.
- 10) If at any time the conditions of this contract are violated, this canine is to be returned to seller for placement in an approved home. Buyer agrees to grant access to the seller for retrieval of the canine. Any court costs & attorney fees incurred to enforce this contract or transportation fee in the retrieval of this canine will be paid by the buyer. All court actions will be at the _____ Court House.
- 11) NO ADDITIONAL WARRANTIES OR GUARANTEES APPLY.

Pups litter call name: _____ color: _____ A.K.C.# _____ Chip # _____

Date _____ **Seller** _____

Date _____ **Buyer** _____ **Phone#:** _____

Address: _____, _____, _____

Deposit paid: _____

Balance paid: _____