



*Sambuca*

**Cirneco dell' Etna  
Show Purchase Contract**

Sambuca Show Dogs  
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This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between Jennifer Holzke of Sambuca Show Dogs, hereinafter referred to as the Seller and/or Breeder, and \_\_\_\_\_, Hereinafter referred to as the Buyer/Buyers. These terms and conditions are entered into and agreed upon by both Seller and Buyer, who acknowledge the moral and legal worth of this contract.

Name of Dog \_\_\_\_\_

Sire \_\_\_\_\_

Dam \_\_\_\_\_

Date of Birth and Purchase Price \_\_\_\_\_

Color/Sex \_\_\_\_\_ Registration \_\_\_\_\_

**1. Basic Agreement:**

This Cirneco is being sold as a Show Prospect Cirneco. This Cirneco does not possess any disqualifying faults which would prevent it from obtaining its conformation Championship title in FCI competition. It is up to the Buyer to properly condition, train and present this Cirneco to enable it to fulfil its potential.

The Breeder and the Buyer, as indicated above, have entered into an agreement to transfer the ownership of the Cirneco puppy, hereafter referred to as the "Cirneco", and agree to the following conditions set down for the betterment of the breed, the protection of the Cirneco, and the reputation of the Breeder's kennel. Such basic conditions are as follows:

This Cirneco will not be a kennel dog, unless said kennel is indoor/outdoor with heating and air-conditioning, and the Cirneco still receives an adequate amount of socialization and human contact. This Cirneco will NEVER be chained or tied.

Do hereby state that we are purchasing this Cirneco as a companion and shall provide for it as a member of the family.

Agree to provide this Cirneco with quality food, ample fresh water, and considerate companionship on a daily basis as a family member. We further agree that appropriate veterinary care with regular shots and worming will be provided regularly. The Buyers also agree to have a Veterinary check-up within 7 days of the sale to determine that the Cirneco is healthy. If the veterinarian determines that the Cirneco is not in good health, the Breeder will, upon the Cirneco's return, refund the purchase price or replace the Cirneco. All shipping costs for the return of said dog, are to be paid by the owner.

The Buyer has been instructed by the Breeder, that socialization is extremely important in the proper rearing of a Cirneco to become a temperamentally stable adult Cirneco, and canine good citizen. The Breeders, by the signing of this contract, do hereby make absolute promise that this Cirneco shall receive socialization with people and other dogs on a regular basis.

## **2. Care of the Cirneco:**

The Buyer agrees to provide preventative health care (heartworm preventative, shots, deworming etc.) and to take appropriate action to maintain the health of this dog. This dog will be housed in a safe, secure environment with plenty of exercise.

Should, at any time, this Cirneco be mistreated, abused, or neglected by the Buyers, as determined by a court of law, the Breeder reserves the right to take back immediate possession of the Cirneco without reimbursement to the owner. Should this clause need to be enforced, the owner shall forfeit the Cirneco's FCI and/or AKC registration papers to the Breeder within 7 days of the breeder taking possession of the Cirneco.

## **3. Right of Visitation:**

Breeder retains the right to visit *by appointment*, or have someone visit, the Cirneco to determine the welfare of the Cirneco and any of its offspring.

## **4. Contact information:**

The Buyer agrees to notify the Breeder, and the Breeder agrees to notify the Buyer of any change address or telephone number.

## **5. Naming of the Cirneco:**

The Buyer agrees to use the Breeder's kennel name as a Prefix to the official FCI/AKC registered name of the puppy.

## **6. Transfer of Ownership:**

This Cirneco is not to be sold, traded or given away without our expressed written consent. If this puppy cannot be kept for any reason, the Buyer agrees to give the Seller the first opportunity to purchase the dog back at a reasonable price (not to exceed the original purchase price). If for ANY reason Buyer is unable to keep this dog, Breeder is to be informed immediately, and given the opportunity to take this dog back.

## **7. Governing Law:**

All disputes over the articles of this contract will be determined by the laws of the State of Tennessee, without regard to the conflict of laws principals.

## **8. Contract Provision for FEMALES:**

For the protection of the breed, the health and well being of this Cirneco bitch, and the protection of the Cirneco population, the Buyer hereby agrees:

This Cirneco will not be bred before she is 24 months old, nor after her eighth (8th) birthday.

The owner shall never breed this Cirneco bitch to any 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.

Buyer is encouraged to contact Seller for assistance in selecting the best stud dog for said bitch.

## **9. Contract Provision for Males:**

For the protection of the breed, the health and well being of this Cirneco dog, and the protection of the Cirneco population, the Buyer hereby agrees:

The Breeder reserves Stud Rights to males bred by us for bitches of our choice for the purpose of keeping our bloodline available. The Terms of Stud Rights are to be negotiated at the time of breeding. This shall be after said dog reaches 10 months of age, not to exceed one breeding session per year. It shall be the responsibility of the Breeder to bring the breeding bitch to the male Cirneco or pay to have the semen drawn and shipped and all expenses concerning the breeding shall be the Breeder's responsibility.

The Buyer shall never breed this Cirneco to any 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.

It shall be the stud dog owner 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 Buyer will not breed this Cirneco to the bitch.

**10. Guarantees by the Breeder:**

This Cirneco has been guaranteed to be free of any life threatening genetic condition at the time of sale. This Cirneco is also guaranteed against any life threatening genetic condition for three years from the date of purchase. This is not a guarantee of the ability to pass any or all health clearances; this is a guarantee against life threatening or crippling conditions. If there is such a condition, we reserve the right to have the dog checked by a veterinarian of our choice and if the prognosis is confirmed, we will replace the dog as availability allows or refund the purchase price (at our discretion). Hereditary allergies, accidents and illnesses of a non-hereditary nature are not included in this guarantee.

**11. Documentation provided by the Breeder:**

The Breeder will provide to the Buyer at least a three-generation pedigree (up to a seven generation upon request), a signed FCI (Federation Cynologique Internationale) and/or AKC (American Kennel Club) registration or transfer, and a record of inoculations and worming.

**12. Registration Responsibility:**

It shall be the responsibility of the Buyer to submit the transfer of ownership of this Cirneco to the FCI/AKC within eight (8) weeks of receipt.

**13. Buyer's Right to Examine:**

The Buyer has the right to, and is advised to do so by the Breeder, to have this Cirneco examined by a veterinarian of their choice, within seven days upon taking possession. If the Cirneco is found to be in ill health because of breeding or early kennel care they may return the Cirneco for a full refund or another puppy (upon availability). Should the Buyers decide to not keep the Cirneco, 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 Cirneco, minus vet costs and any transportation expenses.

**14. Cost of Litigation:**

In the event of any litigation over the terms of this contract, the cost of all legal fees will be absorbed by the party who is found at fault by the court of jurisdiction. Should the Buyer initiate litigation and that litigation is not upheld by the court of jurisdiction, additional consequential damages may be imposed by the court on the Buyer of an amount not to exceed five thousand dollars (\$5,000) for the defamation of the Breeder's kennel and other damages.

**15. Entire Agreement:**

The terms and conditions herein constitute the entire agreement between the Breeder and the Buyer and supersede all previous agreements and understandings, written or oral with respect to the subject matter hereof.

**16. Force Majeure:**

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire,

earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier; provided, that for the duration of such force majeure the party charged with such default must continue to use all reasonable efforts to overcome such force majeure.

The Breeders do sell this Cirneco, believing in good faith that the Cirneco is a healthy and respectable compliment to its breed. We hereby acknowledge this to be a true and binding contract. We agree, and make absolute promise, to fully abide by its terms and conditions. We further agree to offer guidance to Buyer in the rearing and showing of this Cirneco.

**Breeder:**

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**Buyer:**

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Telephone/email \_\_\_\_\_