

Breeding Male Sales Contract

Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Melissa Losh, of Arctic Akitas, a dog kennel, of Murphy Dome, Fairbanks, Alaska (hereinafter called Arctic Akitas or Breeder) and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called Owner or New Owner.

Whereas, Arctic Akitas currently owns a pure bred Akita male dog with the following colors and markings: \_\_\_\_\_, with a sire of: \_\_\_\_\_, and a dam of: \_\_\_\_\_, hereinafter called Buster (or the dog, the puppy, or the Akita), and Arctic Akitas desires to transfer ownership Buster to Owner under the following terms and conditions, and subject to the rights retained by Arctic Akitas as stated hereinafter; and

Whereas, Owner desires to own the Arctic Akitas male Akita dog called Buster subject to the terms and conditions stated hereinafter;

NOW THEREFOR, it is agreed as follows:

1. OWNERSHIP OF DOG: Arctic Akitas does hereby transfer to Owner all right, title, and ownership of Buster subject to the terms and conditions and subject to the rights retained by Arctic Akitas as stated hereinafter.

2. BREEDING RIGHTS: Arctic Akitas does retain the exclusive lifetime breeding rights to Buster, and Arctic Akitas shall have the right to breed Buster at any time, and as many times as Arctic Akitas may choose. Owner agrees to sign all papers as required by the American Kennel Club (AKC) to register the litters of pups produced by Buster listing Arctic Akitas as the breeder and owner of such pups. If it is determined that a dog is suitable for breeding, it will be bred here at the kennel. It comes here, gets bred and then goes home again. Alternatively, breedings may take place at Busters owners residence, if breedings at the location of Arctic Akitas proves to be unsuccessful.

A. Efforts will be made to accomodate both the Owners and Arctic Akitas schedules, with breedings to take place primarily during the weekdays (Monday - Friday), unless otherwise agreed upon, and depending on when Arctic Akitas females are cycling and receptive to breeding.

3. OWNERSHIP OF PUPS: Arctic Akitas shall be entitled to all right, title, and ownership of the pups produced by Buster.

4. CARE OF BUSTER: Owner shall be solely responsible for the proper housing, medical care, training, and maintenance of Buster at all times. Owner agrees to follow the AKC good citizen guidelines for their dog. Owner also agrees that Buster will be kept in a secure kennel or dog crate. While it is not required Arctic Akitas has the right to ask to see the training records of the dog.

5. BREEDING OR NEUTERING BY OWNER: Owner shall be prohibited from breeding Buster or having Buster neutered without the express written consent of Arctic Akitas. In addition, Owner shall, at his own expense, have Buster neutered upon the written request of Arctic Akitas, and Arctic Akitas shall thereafter be given written documentation of such spaying. All rights that Arctic Akitas may have under this contract pertaining to Buster shall terminate upon the receipt of such documentation.

6. LIABILITY: Owner shall be solely responsible for any damage or injury that may be caused by Buster. Owner releases Arctic Akitas from any liability, and holds Arctic Akitas harmless relating to any damage or injury caused by Buster.

7. TRANSFER OF BUSTER: Owner is prohibited from selling or transferring Buster without the written consent of Arctic Akitas.

8. BREACH OF AGREEMENT: Owner shall be deemed in breach of this agreement for any of the following actions:

A. Owner denies Arctic Akitas access to Buster for purposes of breeding, or in any way hinders or attempts to prevent such breeding.

B. Owner neuters Buster without the written permission of Arctic Akitas.

C. Owner fails to properly care for Buster, or fails to follow any recommendations made by Arctic Akitas regarding the proper care of Buster.

D. Owner fails to perform any of the other duties as set forth in this agreement.

9. Under the following circumstances, Arctic Akitas will take a dog out of a foster home:

- a. If we find out that they are allowing the dog to run loose when there is no supervision
- b. If the dog gets accidentally bred
- c. If someone is arrested for a criminal offense
- d. If someone moves without informing us that they have moved
- e. If someone allows a dog to become way, way over weight and does not take steps to correct this

10. New owners must send photos of the dog, to the breeder, at least twice per year, for the first two years. Photos need to be sent when the dog is 6 months, 1 year, 1.5 years, and lastly at 2 years. The photos must be of good clarity and sufficient lighting to be able to see the dog in detail. I prefer them to be shot at eye-level to the dog, and to contain one good close-up head shot from straight on, and a full body, side profile photograph. It is helpful to have one person holding the dog while the other person takes the photos. These can be sent to me via email or through the mail. These photos are to ensure both a quality breeding program, and the condition of the dog.

11. Dog must be fed a good quality adult dog food, with meat as first ingredient. Puppies require as much food as they can eat. Not to be fed all at once during the day, as this can cause bloat and can be fatal. Do NOT feed "Puppy Food" or "Large Breed" food, as these types of food can be too high in protein, and other elements, and can cause irregular/rapid growth of bones/tissues, resulting in major problems. Make sure food has a protein content of less than 25%. Later on, after they are done growing (usually around 1.5 years) they can go on a higher protein diet, if the new owner prefers to do so.

12. Do not let the puppy go up large flights of stairs, jump up or down too much, or get over-exercised, because this can stress the puppy's growing bones and

develop problems later on. Any type of "jarring" movement or impact should be avoided. This should be for the first 2 years, as they keep growing until then.

13. Take the puppy with you as much as possible, and introduce it to as many different dogs/animals/people/situations as you can. This will help to socialize the Akita, and help to form a well-rounded, well-adjusted adult dog that will be a pleasure to be around.

14. Please notify the breeder immediately, if any major health problem were to develop in the dog.

15. If, for some reason, you find you are no longer able to care for the dog, the breeder has "First Right of Refusal," meaning that you MUST contact the breeder first, allowing 10 days for a response, and giving Arctic Akitas the chance to take the dog back.

A. Owning Buster is a 8 year commitment to living within 50 miles of Fairbanks, Alaska. If Owner decides to move farther than 50 miles of Fairbanks, Alaska, within the 8 year period of time, Arctic Akitas must be given the chance to take possession of Buster again, if desired. After the 8 year period is over, and after Owners have recieved a written request to do so, Owners are required to neuter Buster, send written proof to Arctic Akitas of his neuter, and this contract will end.

16. Failure to comply with "First Right of Refusal" will result in a monetary penalty no greater than the original purchase price of the dog, as well as court proceedings.

17. Please notify the breeder immediately, of any changes to your phone number or address.

18. New owners agree to use the kennel prefix, "Arctic's" in registration of this Akita's official name with the AKC.

19. Breeder will not be held responsible for any and all damages caused by purchased Akita.

20. New owners are requested to have attended and completed a puppy kindergarten class, such as the A.K.C. S.T.A.R. Puppy class, or any others that are offered locally, by the time the puppy is 6 months old. Usually it is once a week for six weeks, and costs about \$100.00. It is well worth the time and money, to be able to have a dog that actually listens to you, and is a JOY to work with!!! Not enough good things can be said by doing this.

21. During the first 3 years of this contract, in case of accidental death of Buster, or accidental impairment to the point that Buster is no longer able to breed, Owners will be responsible for a 50% reimbursement (in this case \$800.00) to be paid to Arctic Akitas, within 60 days of death or impairment.

22. The owners are entitled to keep 1 puppy from Buster, at any point. This puppy will be kept under the AKC LMT Contract, if pet quality, or kept under the Foster Dog Contract, if breeding quality. Contracts can be viewed at [www.ArcticAkitas.com](http://www.ArcticAkitas.com).

23. All efforts will be made to ensure that Buster has continued contact with Arctic Akitas, to foster a workable relationship during the times Buster is used for breeding. This may include visitation at the residence where Buster lives, or at a mutually agreed upon location.

24. DAMAGES: Arctic Akitas shall have the right, upon the breach of this agreement by Owner, to sue for actual damages, or request equity remedies including but not being limited to regaining ownership of Buster. In addition to such rights as Arctic Akitas may have by law or equity, if Owner has breached this agreement, Owner shall pay, as and for liquidated damages, an amount of money equivalent to the value of three litters of pups (said value being \$9,000.00 per litter at the time of execution of this agreement). The value of the litters and liquidated damages shall be determined at the time of the Owner's breach. Owner agrees to pay all legal fees should Arctic Akitas need to seek legal damages

25. AMENDMENT OF AGREEMENT: This agreement can be amended only by a subsequent written agreement between the parties.

26. ENFORCEABILITY: This agreement is binding upon the heirs, successors, assignees, and representatives of both of the above named parties. In the event Owner transfers Buster (upon Arctic Akita's written approval,) the transferee shall sign an agreement identical to this agreement.

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OWNER NAME

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OWNER SIGNATURE

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OWNER ADDRESS

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OWNER PHONE NUMBER(S)

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OWNER EMAIL ADDRESS(S)

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ARCTIC AKITAS / MELISSA LOSH

By: Melissa Losh