

**3 Kuuk Malamutes**  
**Pet Quality Contract**

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**Section 1: Description of the canine being sold hereby known as Puppy**

Registered Name: \_\_\_\_\_  
Registration Number: \_\_\_\_\_  
Microchip Number: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Color: \_\_\_\_\_  
AKC Litter Number: \_\_\_\_\_  
Litter date of birth: \_\_\_\_\_  
Sire Registration Number: \_\_\_\_\_  
Sire Registered Name (including titles): \_\_\_\_\_  
Dam Registration Number: \_\_\_\_\_  
Dam's Registered Name (including titles): \_\_\_\_\_  
Sale Date: \_\_\_\_\_

**Section 2: Breeder and Buyer information**

Breeder name hereby known as Breeder: \_\_\_\_\_  
Breeder phone number: \_\_\_\_\_  
Breeder Email address: \_\_\_\_\_  
Breeder address: \_\_\_\_\_  
Buyer name(s) hereby known as Buyer: \_\_\_\_\_  
Buyer phone number: \_\_\_\_\_  
Buyer Email address: \_\_\_\_\_  
Buyer address: \_\_\_\_\_

**Section 3: Sale and registration**

In consideration of a purchase price of \$ \_\_\_\_\_, the Breeder transfers in fee simple rights, privileges, and responsibilities associated with the ownership of the Puppy. The Breeder reserves the right to provide the Puppy with their registered name (prefix "3 Kuuk"), which cannot be changed without Breeders approval. The Puppy is sold with Limited Registration. Breeder will provide the Puppy's American Kennel Club registration, within 120 days from the Sale Date in Section 1. Breeder has the right to issue Full Registration only after Buyer has the Puppy spayed or neutered as outlined in Section 6. Buyer will pay for any updating registration processing fees. It is agreed

between Breeder and Buyer that the Puppy being acquired is a pet quality dog and is suitable for American Kennel Club events.

#### Section 4: Breeding

The Buyer will not breed the Puppy under any circumstances. If found that the Puppy was bred, Breeder will enforce a \$5,000.00 fine, plus court and attorney costs if lawsuit is required, and immediately forfeit all ownership back to Breeder. Buyer is responsible to pay for any shipping or travel costs, including gas, hotel accommodations, food, and wages required to return the Puppy to Breeder.

#### Section 5: Transferring Canine

Buyer promises neither to give, sell, transfer, abandon, or otherwise dispose of the Puppy without first contacting Breeder. In the event that the Puppy has to be rehomed for any reason, Breeder must approve of a new home and a new contract must be signed with the new Owner or Breeder will take back ownership at no cost. Buyer is responsible to pay for any shipping or travel costs, including gas, hotel accommodations, food, and wages required to return the Puppy to Breeder. If the Puppy is found to have been rehomed without permission, the Buyer is responsible for any costs that would occur to return to Breeder, including any court or attorney costs, if lawsuit is required.

#### Section 6: Spay/Neuter

If the Buyer chooses to spay or neuter the Puppy, spaying or neutering must be performed after maturity. Maturity is 18 months and at least 1 heat cycle for females. If the Puppy is to need to be spayed or neutered before maturity, owner is to have 2 qualified licensed veterinarians provide a written statement explaining why it is medically necessary (This excludes behavioral issues and preventative measures.) to Breeder. Buyer understands that the risks of spaying/neutering before maturing are severe compared to the risks of waiting until after maturity. Buyer must provide Breeder with written proof, signed by a licensed veterinarian, that the Puppy was spayed or neutered within 7 days of the procedure.

#### Section 7: Care of canine

Buyer is responsible for the daily health care and maintenance of the Puppy, including all vaccinations, examinations, medications recommended by a licensed veterinarian after the Puppy leaves Breeder address. The Puppy is to be kept in humane living

conditions at all times. Buyer promises NOT to chain up or cage the Puppy in any inhumane conditions. Buyer promises NOT to mistreat or abuse the Puppy in any way. Buyer understands that any information Breeder receives regarding inappropriate care will result in contacting the local Police Department and Humane Society to investigate Buyer's care of the Puppy. Please understand that this is based on extreme situations where abuse and neglect are known through animal protection agencies. Buyer agrees that Breeder, with police accompaniment if necessary, take immediate possession of the Puppy. Buyer agrees that they shall have no recourse, whether in law or financial, to repossess the Puppy.

#### Section 8: Continuous contact

Breeder and Buyer agree to remain in contact throughout ownership of the Puppy. Buyer is required to send Breeder a yearly holiday/birthday card or text message (must not be within 6 months of the previous card/text), with a picture of the Puppy with Buyer(s), Buyer's current address, and Buyers contact information. Buyer can obtain Breeders current address and contact information at [www.3kuukmalamutes.com/contact](http://www.3kuukmalamutes.com/contact).

#### Section 9: Health guarantee

Buyer is aware ALL health screens were performed by the Breeder prior to breeding. Buyer is aware health screen results are public information and can be found on Orthopedic Foundation of Animals (OFA). Buyer understands NO genetic health guarantees are associated with this contract. Puppy is being sold in "AS IS" condition with no warranties other than outlined in this contract. Breeder agrees that the Puppy has been certified healthy by a qualified licensed veterinarian. Breeder warrants that the dog is to be in good health as of the time of sale. Buyer understands that the purchase of a live animal carries with it the risk of contracting bacteria or viruses that are out of the control of the Breeder. The Buyer understands that intestinal parasites are considered a normal occurrence. Beyond the 10 days, from the Sale Date in Section 1, of this health guarantee, Breeder offers NO guarantee on infectious disease.

If, within 10 days after the Sale Date in Section 1, the Puppy is determined through physical examination, diagnostic tests or necropsy by a veterinarian, to be clinically ill or dies from any contagious or infectious illness or any parasitic illness which renders it unfit for purchase or results in its death, the purchaser may exercise 1 of the following 3 options:

- (1) Return the Puppy to Breeder for a complete refund of the purchase price in Section 3.
- (2) Return the Puppy to Breeder for a replacement dog of equal value, that Buyer and Breeder agree upon, providing a replacement dog is available.
- (3) Retain the Puppy and be entitled to receive reimbursement from the Breeder for reasonable veterinary fees incurred in curing or attempting to cure the affected Puppy, subject to the limitation that the Breeder's liability for reimbursement shall not exceed the purchase price in Section 3. This clause shall apply only if the Buyer's veterinarian determines the Puppy's illness can be treated and corrected by procedures that are appropriate and customary.

If, within 30 days after the Sale Date in Section 1, the Puppy is certified through physical examination, diagnostic tests or necropsy by a veterinarian that the dog has, or died from a defect which is congenital or hereditary and which adversely affects or affected the health of the animal, the purchaser may exercise 1 of the 3 options (1), (2) and (3) of this section.

The veterinarian's certification shall be supplied at the Buyer's expense. The veterinarian's certification shall state the following:

- Buyer's name and address
- Date Puppy was examined
- Breed and age of Puppy
- That the veterinarian examined the Puppy which has or had any illness or defect, as described above in this section, that renders it unfit for purchase or which resulted in its death
- The precise findings of the examination, diagnostic tests or necropsy
- The treatment recommended, if any, and an estimate or the actual cost of the treatment should the Buyer choose to retain the Puppy and seek reimbursement for veterinary fees to cure or attempt to cure it
- The veterinarian's name, address, telephone number and signature

Within 2 business days of a veterinary examination the Buyer shall provide the Breeder of the name, address and telephone number of the examining veterinarian. Failure to notify the Breeder or to carry out the recommended treatment prescribed by the examining veterinarian who made the initial diagnosis until a remedy is provided shall result in the Buyer's forfeiture of rights under this section. The certification shall be presented to the Breeder within 5 days following receipt thereof by the Buyer. The refund or reimbursement required by this section shall be made by the Breeder within 14 days following receipt of the veterinarian's certification. In the event that the Breeder wishes to contest a demand for refund, replacement or reimbursement made by Buyer pursuant to this section, the Breeder shall have the right, within 2 business days of

notification by Buyer of a condition, to require the Buyer to return the Puppy for examination by a licensed veterinarian designated by the Breeder. Unless the dog is hospitalized, failure to produce the dog within 2 business days from examination by the Buyer will nullify any obligation to replace, refund or reimburse by the Breeder. Buyer is responsible for all travel expenses incurred to receive the new canine and return the Puppy.

#### Section 10: Buyer rights

This disclosure of rights is a summary of Pennsylvania Law. The actual provisions of the law are in Section 9.3 of the Unfair Trade Practices and Consumer Protection Law. The Office of Attorney General shall enforce the provisions of this section. In addition to any other penalty under this act, a civil penalty of up to one thousand dollars (\$1,000) on any current licensee shall be levied against any person who violates any provision of this section or any person who conducts business under this section without proper license to do so. A penalty shall be levied for each violation. A purchaser shall file a complaint pursuant to this section by reporting it to the Bureau of Consumer Protection of the Office of Attorney General. "Unfit for Purchase" means any disease, deformity, injury, physical condition, illness or any defect which is congenital or hereditary and which severely affects the health of the animal or which was manifest, capable of diagnosis or likely to have been contracted on or before the sale and the delivery of the animal to the consumer. "Veterinarian" means an individual licensed under the laws of this Commonwealth or any other state to practice veterinary medicine and surgery

#### Section 11: Contract disputes

Should there be any dispute over the Puppy, contract, breach of contract, or any other dispute between Buyer and Breeder, any and all legal filings will take place in the county that the Breeder currently resides in. Should the Buyer request any legal actions take place in a different county, Buyer will be responsible for all travel costs, including gas, hotel accommodations, and food for the Breeder to be present. Should a dispute be taken to a court of law and the court finds in favor of the Buyer, Breeder will also be filing for reimbursement of all legal fees as a result of this filing.

**Buyer has read, understands, and agrees with all Sections 1-11 in this contract. Buyer agrees that any breach of the above Sections 1-11 may result in Breeder repossessing the Puppy, with Police accompaniment if necessary.**

Buyer signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Breeder signature: \_\_\_\_\_ Date: \_\_\_\_\_

Initials \_\_\_\_\_

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