

TAC Team Kennels Sales Contract

THIS AGREEMENT made the _____ day of _____, 20____ by and between:

BUYER:

Name: _____
Address: _____ **City, State, Zip:** _____
Phone: _____ **Email:** _____

- AND -

SELLER:

Name: TAC Team Kennels (Darian & JoAnna Stern) _____
Address: 317 CR 229, Briggs, Texas, 78608 _____
Phone: (254) 383 – 9637 **Email:** TacTeamKennels@Gmail.com _____

UPON PAYMENT of the sum of \$_____ paid by Buyer to Seller (the “Purchase Price”), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (henceforth referred to as the “Dog”) to Buyer:

Name or ID of Dog:	
Breed:	Color:
D.O.B:	Sex:
Registration #:	Microchip #:
Sire Name:	Sire Reg. #:
Dam Name:	Dam Reg. #:
State of health:	

The parties accept and agree to be bound by the attached Terms, Conditions, and Acknowledgements governing the purchase and sale of the Dog.

Date

Signature of Buyer

Date

Signature of Seller

Buyer Initials: _____

Seller Initials: _____

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

1.1 Deposit and Payment of Purchase Price

- (a) The Seller certifies that the Buyer has paid a non-refundable deposit of \$_____, with payment of the balance of \$_____ due upon release of the Dog to Buyer.
- (b) The expected delivery date is ____/____/20____, or such other date as the parties may mutually agree. If delivery date is different than above, Seller will provide Addendum to contract to confirm this change in writing.
- (a) Payment of the balance may be made by **CASH, MONEY ORDER, VENMO (@TacTeamKennels), CASHAPP (\$TacTeamKennels), OR PAYPAL "FRIENDS AND FAMILY" (TacTeamKennels@gmail.com).**
- (c) Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:
 - (i) Buyer fails to complete the purchase of the Dog for any reason, **OR**
 - (ii) Buyer fails to pay the balance of the Purchase Price (and shipping costs, if applicable) within **THREE (3) DAYS** of agreed delivery date.
 - (iii) In either event, Seller shall be free to sell the Dog to another party, with no refunds due to the Buyer.
- (d) In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of the Seller, Buyer's deposit will, at Buyer's option, be either:
 - (i) Refunded to the Buyer, **OR**
 - (ii) Transferred to the next litter of puppies.

1.2 Fees

- (a) A boarding fee of **\$15.00 per day** will be charged to the Buyer for each day the Dog is boarded by Seller past the agreed delivery date. The total of these fees will be due upon successful delivery of the Dog to the Buyer.
- (b) ****For Out of State/Long Distance Buyers:** If Buyer opts to have the Dog shipped to their location, Seller will facilitate shipping to Buyer's location. Buyer will be required to submit the remaining balance for the Dog no less than **three (3) days** prior to the travel date. Buyer must purchase (via reimbursement) flight tickets **thirty (30) days** prior to travel date.

Buyer will be responsible for all costs associated with shipping, up to and including:

- (i) Cost for Health Certificate/Medical Travel Release from licensed Veterinarian
- (ii) Cost for TSA Approved shipping kennel
- (iii) Cost for round trip flight to the Buyer's location (major airports only)
- (iv) \$150 Fee for Flight Nanny's time

Buyer Initials: _____

Seller Initials: _____

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer.

AKC Registration Type: _____

AKC Registered Name: TTK

AKC Reunite Microchip ID#: _____

2.1 Identification and Naming:

- (a) All dogs produced by Seller will have a pre-paid AKC Reunite Microchip placed prior to leaving Seller's possession. TAC Team Kennels will permanently be listed as an alternate contact on the Microchip for the security of the dog.
- (b) Unless otherwise specified, a prefix of "TTK" will be added to the AKC registered name of all Dogs produced by Seller.
- (c) Buyer understands they are **expressly prohibited** from registering the Dog using profane or crude terms; political, religious, controversial or ideological affiliations; or names that demean or degrade the TAC Team Kennels' brand.

3. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Sales Contract.

4. Right of First Refusal

- (a) Buyer may not sell or, in any other way, transfer ownership or possession of the Dog without written consent of the Seller.
- (b) If the Buyer decides that they are unable or unwilling to care for the Dog, the Buyer is required to contact the Seller immediately to reclaim the Dog.
- (c) The Buyer shall not hold the Seller liable or responsible for any costs or expenses incurred during ownership of the Dog, nor will the Seller be liable or responsible for potential costs to return the Dog to the Seller.
- (d) Upon returning the Dog to the Seller, the Buyer will be required to transfer any AKC registration and/or microchip registration back to the Seller.

Buyer Initials: _____

Seller Initials: _____

(e) If the Seller becomes aware that the Buyer has transferred ownership of the Dog **without first notifying the Seller of their intent to do so**, the Buyer will be assessed a fine equal to the Purchase Price stated on the first page of this Sales Contract (\$_____.00).

(f) Seller's permanent contact information is as follows:

Name: Darian and JoAnna Stern

Address: 317 Dillingham Loop, Briggs, Texas 78608

Business Phone: (254) 383-9637

Personal Phone(s): (512) 788-4714 / (512) 481-8396

Email: TacTeamKennels@gmail.com

5. Housing, Identification, and Care

5.1 Housing and Identification

- (a) The Buyer shall provide the Dog with adequate shelter year-round. Shelter is to be sufficient enough to protect the Dog from inclement weather, heat and/or cold.
- (b) The Buyer is required to provide a fully fenced yard or other humane means of exercise.
- (c) The Dog **shall not** be kept chained or constantly outdoors.
- (d) The Buyer is required to keep a collar and identification tag and/or microchip on the Dog at all times.
- (e) The Buyer **shall not** permit the dog to roam unattended at any time.

5.2 Care

- (a) The Buyer shall provide the dog with adequate food, fresh water, shelter, and affection for the life of the Dog. Upon sickness, disease, or injury, The Buyer is **required** to seek appropriate medical care or treatment by a board-certified veterinarian.
- (b) The Buyer agrees to provide an annual health exam and routine vaccinations as recommended by a board-certified veterinarian.
- (c) The Buyer **shall not** use the dog for any illegal purposes, or activities that knowingly or intentionally place the Dog in harmful or dangerous situations.
- (d) The Buyer agrees to provide humane care and maintenance in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides.

5.3 Remedies

Should the Seller become aware that the Buyer has failed to meet the Housing, Identification, or Care requirements for the Dog as set out in sections 5.1 and 5.2 of this contract, the following actions may be taken by the Seller:

Buyer Initials: _____

Seller Initials: _____

- (a) Seller may take all actions necessary to repossess the Dog from the Buyer, up to and including legal action against Buyer. Buyer will be responsible for all costs associated for Seller to repossess the Dog, including any legal or court fees assessed to the Seller for this purpose.
- (b) Seller may report Buyer to the appropriate authorities for reasons of animal cruelty, neglect, or abuse. Buyer may be assessed fines or criminal charges by a court of law based on the severity of the Dog's condition. Buyer **may not** seek compensation or remedies from Seller for fines or criminal charges brought against Buyer.
- (c) Seller will have the exclusive right to find and place the Dog in a suitable home, should the Dog be repossessed from the Buyer. The Buyer will have no rights to the Dog, or any decisions made for the Dog, once the Dog has been removed from the Buyer's custody.
- (d) Should the Dog be removed from the Buyer's possession for reasons of abuse, neglect, or cruelty, the Buyer will be permanently ineligible to purchase another dog from TAC Team Kennels.
- (e) The Seller shall have **no financial obligation** to reimburse the Buyer for any costs relating to the Dog, including original Purchase Price of the Dog, if the Dog is removed from the Buyer's custody for the reasons of abuse, neglect, or cruelty.

6. Miscellaneous Clauses

- (a) **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws provisions thereof.
- (b) **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registr(y)(ies) and (c) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.
- (c) **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, [(a)] Buyer must return the puppy/dog to Breeder immediately and pay Breeder **USD \$10,000.00 per litter of offspring** and (b) all of Breeder's warranties set forth in this Agreement will become null and void.

Buyer Initials: _____

Seller Initials: _____