

KP Cane Corsos
James Kirven & Thomas Payton
203 Ephraim Dr.
Glenn Heights, Tx 75154

AGREEMENT TO PURCHASE DOG

This agreement is made between KP CANE CORSOS, 203 Ephraim Dr., Glenn Heights, Texas 75154. Telephone: 214-713-2918 or 806-241-2436 the Seller, and

Name:

Address:

Telephone:

Email:

Whereas Buyer desires to purchase and Seller agrees to sell Buyer the hereafter described dog upon the terms and conditions stated in this agreement. Now, therefore, it is mutually agreed between Seller and Buyer as follows:

- 1) DESCRIPTION OF DOG: The dog sold pursuant to the terms of this agreement is as follows:
 - Name:
 - Sex:
 - Color:
 - Whelped:
 - Sired By:
 - Dam:
- 2) SELLER'S REPRESENTATIONS:

The following representations and conditions, which have been initiated by Seller and Buyer, apply to the sale of the previously mentioned dog:

- A. Buyer has 72 hours to have dog examined by a licensed veterinarian, and to personally inspect the dog. Any claims must be made in writing within this time period. Buyer is completely satisfied with and waives any and all claims regarding said dog's confirmation, disposition and outward appearance.
- B. The dog at the age of 32 months will not have debilitating (crippling) hip dysplasia from natural causes rather than mistreatment by the Buyer.
- C. Buyer agrees pursuant to the purchase of the puppy that the dog will be registered under the kennel name of the Seller.
- D. As of the date of this agreement, the dog is in good health and free of communicable diseases.
- E. Buyer assumes full responsibility for the dog pertaining to injury or damage to person or property, once the dog leaves the Seller's premises.
- F. In the event the Buyer decided to sell previously mentioned dog, Seller must be given first option of purchase.
- G. _____

3.) BUYERS EXCLUSIVE REMEDIES REGARDING SELLER'S REPRESENTATION:

The remedies contained in the paragraph shall be Buyer's sole recourse in the event any of the representations in the previous paragraph are not met.

Buyer is encouraged to have the dog examined by a licensed veterinarian. Any claims regarding communicable diseases or the dog's general health at the time of the sale as represented in paragraph "E" of the preceding paragraph must be made to Seller in writing, postmarked no later than the dysplasia as represented in subparagraph "B" of the preceding paragraph must be made to the Seller in writing by Certified Mail postmarked before the number, setting forth the specific problem concerning the dog. Upon receipt of Buyer's claim and veterinarian's statement, Seller and Buyer will make prompt arrangements within 10 days for return of the dog to Seller's place of business. Buyer shall be solely responsible for taking good and responsible care of the dog until Seller receives it. Costs and related expenses of returning the dog to Seller's place of

business shall be Buyer's sole obligation. Upon verification by Seller's veterinarian that the dog suffers from the problem claimed, Seller shall have the option of:

- 1) Treating, curing and returning the dog to Buyer at Seller's sole expense within 30 days, of
- 2) Replacing the dog with another one of equal value, or
- 3) Sell Buyer a second dog, at a reduced price and let the Buyer retain first dog that was purchased, that developed at fault.

4) _____

4) AMOUNT AND PAYMENT OF PURCHASE PRICE:

The purchase price for the dog described in paragraph 1 shall be \$_____. The purchase price shall be paid as follows:

- A. \$_____ is upon execution of this agreement.
- B. \$_____ paid to Seller in _____ equal monthly installments every month thereafter until paid in full.

Death, loss or destruction of the dog from any causes whatsoever, before the final payment has been received, shall not release Buyer from further payments. In the event any payment is not received when due, the entire unpaid balance of the purchase price shall immediately become due. This agreement constitutes a chattel mortgage upon said dog and all other property of Buyer until all payments have been received. Buyer agrees until full purchase price is paid, the dog shall not be obtaining Seller's written consent. Seller shall have the right to repossess the dog from the Buyer in the event any payment is not received when due.

5) REGISTRATION AND PEDIGREE PAPERS:

The title ownership and the right of registration of the dog sold under this agreement shall remain in the Seller's name or its assign until the Buyer has made full payment. Pedigree papers and a signed registration application will not be delivered by the Seller to Buyer in Buyer's name until payments have been made.

6) BUYER'S DUTY TO CARE FOR THE DOG:

The Buyer agrees and binds himself at his own expense to take good and responsible care of the dog, feed and house the dog properly, control the dog's lead when off the premises and to house and control the dog properly to avoid loss of theft, running away or otherwise, and properly give or secure the best attention to the physical welfare of the dog until the final payment has been made.

7) VENUE, APPLICABLE LAW AND ATTORNEY FEES:

This agreement is mutually stipulated to have been entered into at Ellis County, Texas regardless of where it is signed. Buyer and Seller agree that the proper venue for any legal action to enforce the terms and conditions of this agreement shall lie in Ellis County, Texas and that this agreement shall be interpreted in accordance with the laws of the state of Texas.

In the event legal action is taken to enforce terms of this agreement, the prevailing party shall be entitled to an award of attorney fees and costs.

8.) INVALIDITY:

If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions shall continue in full force and effect and shall in no way be effected, impaired, or invalidated.

9.) TRANSFERABILITY:

This contract is limited between Seller and 1st Buyer. It is not transferrable to a third party.

10.) SUBSEQUENT EXPENDITURES:

Seller's maximum responsibility is limited to the purchase of the dog. Any subsequent expenditure is the sole responsibility of the Buyer.

11.) OTHER AGREEMENTS:

Any other agreements are invalid unless stated in writing in this agreement.

Dated: _____

Seller: _____

KP CANE CORSO

By: _____

BUYER