

# KOOTENAI KANGALS

## Maple Valley, WA • 253-204-5154

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### Puppy Adoption Contract & Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the below listed Breeder and the below listed Purchaser(s) is for the Purchase of the Puppy as described below.

UPON PAYMENT of the sum of \$\_\_\_\_\_ paid by Purchaser(s) to Breeder (the "Purchase Price"), receipt of which is hereby acknowledged, Breeder grants, sells, conveys and transfers ownership of the following referenced dog.

#### **Breeder**

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#### **Kootenai Kangals**

*(as represented by Sarah C. Benoit and/or Michael P. Isam)*

18661 Renton Maple Valley Road SE

Maple Valley, WA 98038-9300

[kootenaikangasl@gmail.com](mailto:kootenaikangasl@gmail.com)

(253) 204-5154 Sarah's Cell

(425) 449-6310 Mike's Cell

[www.kootenaikangals.com](http://www.kootenaikangals.com)

**Purchaser**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile: \_\_\_\_\_

**Puppy**

Breed: Kangal & Boerboel

Color & Markings: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_

Mother: Lumen (Kangal & Boerboel Mix)

Father: Dexter (Kangal)

**Transaction**

Price: \_\_\_\_\_

Cash

Check

Payment Received: \_\_\_\_\_

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

\_\_\_\_\_  
Date  
Signature of Purchaser # 1

\_\_\_\_\_  
Date  
Signature of Purchase # 2

\_\_\_\_\_  
Date  
Signature of Breeder

**TERMS AND CONDITIONS**

***1. Deposit, Payment of Purchase Price, Fees***

Purchaser has paid a deposit of \$\_\_\_\_\_, with payment of the balance of \$\_\_\_\_\_ due upon release of the Dog to the Purchaser. The expected delivery date is \_\_\_\_\_, or such other date as parties may mutually agree. Payment of the balance may be made by cash, cashier's check, money order or PayPal (3% surcharge applies).

Purchaser acknowledges and agrees that Purchaser will forfeit the deposit and any rights to the Dog if:

- (a) Purchaser fails to complete the purchase of the Dog for any reason, or
- (b) Purchaser fails to pay the balance of the Purchase Price at the time of delivery.

In either event, Breeder shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstances owing to the fault of the Breeder, Purchaser's deposit will, at Purchaser's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of **\$10.00** per day will be charged for each day the Dog is boarded by Breeder past the agreed upon delivery date.

It is the responsibility of the Purchaser to make arrangements to pick up the Dog. The Breeder will NOT ship the Dog. However, for compensation, the Breeder is willing to meet at an agreed upon location to ensure safe transport of the Dog.

***2. Transfer of Ownership and Registration***

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

### ***3. Breeder's Representations and Warranties***

Breeder represents and warrants to Purchaser that:

(a) Breeder is the legal and true owner of the Dog and that Breeder 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 encumbrances.

(c) Breeder guarantees that the Dog is the offspring of the represented Dam and Sire and that it is the breed represented on page 1 of this Agreement.

(d) The Dog is in good health and free of communicable diseases at the time of this sale. Purchaser has 10 days from the delivery date to have the Dog examined by a licensed veterinarian, at Purchaser's sole cost. If the Dog fails the examination, Purchaser may return the Dog, with a written statement from the veterinarian, for a full refund. Failure by the Purchaser to have the Dog examined within the 10-day period will nullify this warranty. If Purchaser chooses to keep the puppy, no replacement will be given, and all medical costs and treatment are the sole responsibility of the Purchaser. This health guarantee will be null and void.

(e) Breeder will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Purchaser agrees that they have thoroughly researched Livestock Guardian Dogs and the Kangal breed and understand any potential associated future health issues that may occur. Purchaser is responsible for all medical costs of their puppy. (No refunds will be given). This guarantee covers only the original Purchaser and is not transferable.

(f) The Breeder will provide a list of all vaccines, wormer medication, etc. and the dates administered at the time of purchase.

(g) The Breeder is available for the life of the Dog for questions, concerns, comments, etc. It is the Breeder's hope that the Dog will live a full, well-meaning life, but, if at any time the Purchaser decides they can no longer care for the Dog, Purchaser agrees to contact Breeder and give them first rights to purchase back the Dog.

(h) To ensure that Purchaser does not euthanize the Dog or take it to the animal shelter, Breeder will take the Dog back **at any time** during the Dog's lifetime. Breeder will not issue a refund or provide another Dog to the Purchaser unless the Dog's return was a result of any misrepresentation on the part of the Breeder with respect to the Dog's health.

### ***4. Fitness of Puppies***

The Dog was bred to be a working livestock guardian dog. Breeder does not provide any warranty as to the Dog's fitness for any other specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

## ***5. Purchaser's Representations***

Purchaser represents to Breeder that:

(a) If the Purchaser agrees to either spay or neuter the Dog, they will wait until said Dog is at least **24 months old** to allow for full growth plate development and hormonal development, or, if the intent is to breed, then to only breed the Dog with a quality representative of this breed or another reputable livestock guarding dog. Purchaser understands that this breed is considered highly sensitive to anaesthesia and understands that spaying or neutering, or any other elective surgery, is done at potential risk to the Dog.

(b) The Dog will reside with the Purchaser and the Purchaser's family.

(c) Purchaser will keep the Dog in a safe and secure environment with adequate space and shelter. Purchaser will NOT keep the Dog chained, tethered, or permanently housed in a kennel.

(d) Purchaser will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention (if needed) and regular vaccinations (including rabies). Breeder will send Dog home with Purchaser with two days' worth of puppy food.

(e) Purchaser is not acting as agent for any other person or business in the purchase of the Dog.

(f) Purchaser will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, puppy mill, animal testing facility, research facility, or an agent for any such business or facility.

(g) In the event Purchaser sells the Dog to a new owner (after first giving the Breeder a chance to purchase), Purchaser shall ensure that the new owner agrees in writing to comply with the terms of this Agreement. Purchaser also ensures that the new Owner and the Breeder will share contact information so that the Breeder is able to continue correspondence with the Owner of the Dog for the life of the Dog.

## ***6. Indemnity and Release***

If any action or failure to act on the part of Purchaser shall result in any claim, suit, loss, damage, injury, death, or liability, Purchaser agrees to defend, indemnify, and hold Breeder harmless and to pay all of Breeder's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Purchaser releases Breeder from all liability, costs or damages caused by the Dog after placement with the Purchaser, including but not limited to damage to or destruction of property, and injury to any person.

**7. Limitation of Action**

Any action or claim brought by Purchaser against Breeder for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of both Washington State and the State of Montana.

**9. Addendum Agreement**

This Agreement represents an addendum to the previously signed and agreed-upon document titled "Kootenai Kangal Questionnaire." These two documents represent the entire agreement between the parties. Breeder and Purchaser have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser # 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser # 2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Breeder

**Acknowledgement of Receipt**

I acknowledge that I have received the Dog into my possession.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser # 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser # 2