[](http://www.rialcotons.com/index.html) ***Puppy Sales Contract***

# **Toms River, New Jersey 08755 *Page 1 of 4***

**Tel: 732-473-1407/732-403-5433 e-Mail:** **rialcotons@aol.com**

**Date: 2011**

**This contract applies to the sale of "xxxxx of RiAl Cotons", the daughter or son of Pennys From Heaven “Lucky” of Crab Apple Crossings and RiAl Cotons Brandy of Alika Cotons, born x/x/2011 at RiAl Cotons (hereafter, the "seller"). xxxxx, a Potentially Breedable/Non Breedable (Color of Pup) \_\_\_\_\_\_\_\_\_\_ Coton de Tulear puppy is registered by the Coton de Tulear Club of America [hereafter "CTCA"]. xxxxx is sold to (the buyers):**

**Buyers Name**

**Buyers Address**

**Buyers Phone Number**

**Buyers e-mail**

**These are the terms of this sale:**

**(1) The purchase price of xxxxx, to be paid to "Barbara Gebbia", (Purchase Price). This total includes a non-refundable deposit $400. Balance due on pick up is $X. Original $400 deposit check to be returned or applied to the sale of the puppy.**

**2) The seller RiAl Cotons agrees to refund the purchase price minus the non-refundable deposit of $400 (i.e., $X) of this Coton de Tulear puppy within ten (10) days of purchase provided that the following conditions are met:**

1. **The owner notifies RiAl Cotons of their intent to return the dog within the ten day period.**
2. **The dog is returned in good health *at the owner's expense* to RiAl Cotons within eleven (11) days of purchase, weather permitting.**

**(3) The seller agrees to refund 50% (one-half) of the purchase price of this dog if the dog is returned in good health at the buyer's expense to RiAl Cotons within thirty (30) days of purchase.**

**(4) The buyer agrees to take xxxxx to a veterinarian of his/her choice within seven (7) days of purchase for a health examination. The buyer will notify RiAl Cotons by telephone of the results of this examination within forty-eight (48) hours and provide written documentation within 1 week.**

**Buyers Initials:\_\_\_\_\_\_\_\_\_\_\_\_**

**Sellers Initials:\_\_\_\_\_\_\_\_\_\_\_\_**

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**(5) The buyer understands that xxxxx is sold in excellent health. The buyer has received the results of at least two health examinations and a Health Certificate signed by their veterinarian. The veterinarian who examined XXXX is Dr.Levin , DVM, Toms River Animal Hospital, Route 37, Toms River, NJ 08755, (732 -349-4599)**

**(6) The seller provided xxxxx with his/her first two sets of vaccinations (age x weeks, without Leptospirosis and x weeks, with Leptospirosis). Additional vaccinations (a third set including Leptospirosis vaccine) is required to be given by the buyer. The buyer agrees to provide xxxxx with his/her Rabies vaccination.**

**(7) The seller agrees to provide the buyer an Official CTCA Pedigree and Registration Certificate within 180 days of the delivery of xxxx to the buyer.**

**(8) For POTENTIALLY BREEDABLE pups, the buyer agrees that xxxxx may not be neutered by the buyer without the written consent of the seller. This restriction is strictly an acknowledgment of xxxx’s potential contribution to the endangered gene pool of the breed and is not intended to in any way restrict the buyer from neutering this dog should any urgent health condition impact xxxx that would be alleviated by neutering surgery. Note, however, the Seller shall not force the Buyer to breed xxxxx , so after consultation, with mutual consent, xxxxx could be neutered.**

**(8) NOT BREEDABLE pups must be neutered by the buyer and the veterinarian's neuter certificate (copy) sent to the seller prior to the issuance of any registration papers.**

 **(9) The buyer agrees to abide by the CTCA's Code of Ethics as in place currently (published in the Coton de Tulear News and on the CTCA's Coton News and Information Network world wide web site, www.CotonClub.com). All mattings must take place with dogs registered with the CTCA as "Health Tested." RiAl Cotons has the right to deny or approve of any potential mating, and to base that decision on scientific tests (e.g., Wright's Coefficient of Inbreeding). This provision is to insure that RiAl Cotons meet the CTCA Code of Ethics and that future pups produced by this dog is an enrichment to its gene pool.**

**(10) xxxxx is sold as a "Potentially Breedable" Coton de Tulear. She or he must be evaluated according to CTCA regulations in place in one year in order to determine whether or not he/she can be classified as a "Breedable" Coton de Tulear should the buyer wish to breed xxxxx (please refer to regulations and health forms, available at http://members.aol.com/cotonnews/ethics.html).**

**Should xxxxx fail to pass his/her mandatory one year CTCA Health Examination and therefore be classified as "Not Breedable," the Seller agrees to refund the buyer $1000 (the difference between the price of a Breedable and Not Breedable Coton) within 60 days of receipt of copies of the CTCA Test results (with attending veterinarian' signature, name, address and phone number).**

**Buyers Initials:\_\_\_\_\_\_\_\_\_\_\_\_**

**Sellers Initials:\_\_\_\_\_\_\_\_\_\_\_\_**

# RiAl Cotons Home of Brandy - A Tall Black & White Coton de Tulear ***Puppy Sales Contract***

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 **(11) FOR POTENTIALLY BREEDABLE FEMALE PUPPIES: Buyer agrees to pay all costs associated with a breeding; including but not limited to stud service and associated transportation charges, prenatal and post natal care of the dog, care of the puppies including veterinarian examinations and inoculations, advertisements and placement costs; and allow Seller to choose the "pick puppy" out of the dog's first litter (with more than two live puppies) to a suitable breeding partner. "Pick puppy" is defined as the puppy chosen by the Seller from all puppies whelped in the litter. Seller will make their selection of pick puppy between eight and ten weeks of their birthdays and will pay for all immunization and transportation costs. Alternatively, the seller may choose to accept $xxxxx in lieu of taking a "pick puppy," payable after pups from the litter are sold.**

 **(12) From time to time, the seller may require the buyer to take measurements and photographs of xxxxx The Seller will reimburse the buyer for any postage or film costs. Further, the seller agrees to limit such requests to no more than three per year. If one or more specific blood tests are called for by the seller, the cost of these tests will be born by the Seller.**

**(13) The seller agrees to replace xxxxx with a comparable Coton de Tulear should XXXX develop a serious (life impairing) genetic health defect within her first two years of life or should this Coton develop genetic, idiopathic aggression (defined as an inappropriate aggression that cannot be ameliorated through training). A serious health defect must be confirmed in writing by two different veterinarians (or, in the case of aggression, a professional behaviorist). The buyer understands that such a replacement would occur after the next mating that follows the discovery of said genetic health defect.**

**(14) The buyer agrees to notify the Coton de Tulear Club of America of any change of address and agrees not to sell or transfer ownership of this dog without first notifying of RiAl Cotons his /her intentions. It is understood that RiAl Cotons shall have first right of refusal to reacquire this dog and must approve subsequent placement of this Coton.**

**(15) The buyer agrees to provide this Coton de Tulear with excellent physical and psychological care. The buyer agrees to give xxxxx the remainder of his/her vaccinations including his/her first rabies vaccination and to provide xxxxx with prophylactic heartworm medication (monthly, during mosquito season, as specified by their veterinarian), annual health exams, and booster vaccinations as deemed necessary by a veterinarian.**

**(16) The buyer agrees to keep xxxxx on leash when the dog is not within a fenced area. The buyer agrees that an "invisible" or "electronic" fence is not suitable protection for a Coton de Tulear and shall not be used to contain or protect this dog.**

**(17) The buyer agrees to train xxxxx in basic dog commands (e.g., "sit," "stay," "come," "no") using reward training and without using punishment techniques.**

**Buyers Initials:\_\_\_\_\_\_\_\_\_\_\_\_**

**Sellers Initials:\_\_\_\_\_\_\_\_\_\_\_\_**

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**(18) The buyer agrees that xxxxx is not to be confined within a transporter/kennel except for vehicular transportation or training purposes that shall be limited to confinement at night for toilet training (if necessary) or brief confinements for "time out" (a specific training term). The buyer agrees that a kennel or other such confining space is not to be employed to house xxxxx over regular, long periods of time.**

**(19) The buyer agrees to provide a report of xxxxx progress (with photographs) and xxxxx first birthday. The buyer will keep in touch with the seller to report and share with the seller xxxxx progress and development in life. In turn, the sellers agree to advise and help the buyer and xxxxx to the limits of their expertise. If for any reason, xxxxx has a problem not easily solved by the buyer, the buyer agrees to seek the advice of the seller as soon as possible.**

**ForRiAl Cotons \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_**

 **Barbara Gebbia**

**For the buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_**