



Sales Agreement  
For Adult Japanese Akita

**SELLER**

Name: Claire Matthews

Address: 5825 Lincoln Ave Suite D #104

City, State/Prov: Buena Park, CA 90620

Phone number: 1-661-KAIJUSO (1-661-524-5876)

Email address: info@kaijukennels.com



**BUYER**

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

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

City, State/Prov: \_\_\_\_\_

Phone number: \_\_\_\_\_

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

**DOG**

Registered name: \_\_\_\_\_

Registration number: \_\_\_\_\_

Permanent identification: \_\_\_\_\_

Sire name and identification: \_\_\_\_\_

Dam name and identification: \_\_\_\_\_

Whelp date: \_\_\_\_\_

Gender: \_\_\_\_\_

Color: \_\_\_\_\_

## CONSIDERATION

Seller agrees to sell the Dog identified above for the sum of \_\_\_\_\_ plus 8.125% California sales tax. PayPal or credit card payments will incur an additional 3% transaction fee to be paid by the Buyer.

This agreement is accompanied with a reservation fee of \_\_\_\_\_ towards the total sum. The Dog will be reserved until \_\_\_\_\_. At that time, the balance of the purchase price must be paid in full or the reservation fee is forfeit and alternate arrangements will be made for placement of the Dog. Payment in full, including all fees and considerations, must be made by the Buyer prior to taking possession of the Dog.

Buyer is responsible for all transportation costs to and from Kaiju Kennels for the Dog, including but not limited to airfare, crate, quarantine documents, and other necessary arrangements. Seller agrees to make one trip to LAX, LGB, or SNA airport to deliver the Dog at no cost. Additional trips to the airport or other travel will incur a minimum \$25 fee plus mileage.

## "AS IS" QUALITY

Dog is sold "as is" with quality to be assessed by the Buyer. Dog has been evaluated by the Seller and any known faults are indicated below. Buyer has been informed of these faults and acknowledges that they are a pre-existing condition at the time of sale. Seller is not responsible for any additional faults the Dog may develop or pass on to its progeny. Dogs sold as adults are not eligible for a partial refund.

- Long coat
- Drop ears
- Sickle tail
- Butterfly nose
- White collar
- Severe overbite or underbite
- Monorchid/cryptorchid
- Insufficient height at 30 months

## REGISTRATION

Seller guarantees that the Dog is a purebred Japanese Akita and registered with Akitainu Hozonkai (AKIHO), United Kennel Club (UKC), or other applicable registry. A true copy of its pedigree shall be given to the Buyer on the date of purchase.

Dog bears the registered name above, which may be changed by the Buyer subject to eligibility. Dogs that have already earned titles or awards are not eligible for name change. Furthermore, the Dog will be permanently identified by microchip prior to leaving the Seller.

Buyer may enter the Dog into conformation shows or other events for which the dog qualifies at the Buyer's discretion. Seller will provide true copies of any titles or awards previously won by the Dog.

Dog is warranted only for the purpose of being a companion animal and governed by the guidelines of limited registration. Dog may not be used for breeding. Dog will be neutered or spayed at the Breeder's expense before delivery to the Buyer, unless exempted in writing by the Breeder. The exemption will state at what age the Dog must be sterilized and any stipulations dependent on proof of sterilization. A male Dog may have a vasectomy instead at the Buyer's expense.

Subject to eligibility and upon request, the Seller will promptly transfer UKC registration to the Buyer and the Buyer will be listed as the sole owner. The transfer shall be contingent on proof of sterilization provided to the Seller. All UKC transfer fees shall be paid by the Seller.

AKIHO membership and transfer of ownership under AKIHO is not included with this agreement. Buyer may have the Dog transferred to his or her name only if he or she is an AKIHO member in good standing. Additionally, the transfer shall be contingent on proof of sterilization provided to the Seller. All AKIHO membership and transfer fees shall be paid by the Buyer.

If the Buyer is not already a member of the Japanese Akita Club of America (JACA), the Breeder agrees to sponsor the Buyer's application to join JACA and pay for the Buyer's first year of membership.

## **OBLIGATIONS**

It is the mutual understanding of the Buyer and Seller that the Dog shall live out its natural life as the companion of the Buyer. Buyer agrees to provide the Dog with a comfortable environment, prompt medical attention, proper grooming, and responsible care. This includes keeping the Dog parasite free and up to date with inoculations, proper nutrition, and fresh water available all times.

Buyer agrees that the Dog will be a household (indoor) companion and that it will live in the family home as its primary housing. Buyer promises to provide a safe environment for the Dog and never allow the Dog to roam freely without proper fencing. Buyer agrees not to tie or otherwise tether the Dog as a primary means of confinement without supervision.

Under no circumstance may the Buyer transfer ownership of the Dog to any party not included in this original sales agreement. In the event that the Buyer is unable to keep the Dog for any reason, it is agreed that the Dog, including transfer of registration, will be immediately returned to the Seller at the Buyer's expense.

Buyer agrees that the Dog is not purchased for resale nor will it be used or trained for activities which are illegal, including dog fighting. Buyer agrees not to sell, transfer ownership nor possession of the Dog or its progeny to any person or organization whose intent is to resell, trade, or give away the Dog, use it in experiments, or use it as breeding stock in a puppy mill.

## **HEALTH WARRANTY**

Seller certifies that the Dog is in good health and free from parasites at the time of sale. A health record of all shots and/or de-worming will be provided by the Seller. A true copy of the Dog's most recent health certifications will be given to the Buyer on the date of purchase if available.

Buyer agrees to have the Dog examined by a veterinarian at the Buyer's expense within 72 hours of taking possession of the Dog. Dog may be returned to the Seller for any reason within the 72 hours following purchase. Provided that the animal has not been damaged in any way, the Buyer will then be entitled to a refund.

After 72 hours, the Buyer shall assume full responsibility for the health, temperament, and appearance of the Dog. Buyer further agrees to maintain the Dog at all times in good health with regular veterinary check-ups and such vaccinations as required by law. Dog is to be kept away from unvaccinated animals or places where other dogs frequent until it is cleared by the Buyer's vet.

Seller has made every effort to avoid dysplasia in the care and raising of the Dog. Seller certifies that the Dog is not currently suffering from dysplasia or degenerative joint disease. There are many factors which contribute to the breakdown of joints, dislocation of shoulders, hips and damaged elbows including accidents, falls, blows, obesity, poor nutrition, and other environmental conditions. Buyer assumes full responsibility for joint damage and related injuries the Dog may develop including dysplasia.

Buyer agrees to notify the Seller of any change of address, telephone number or email address during the life of the Dog so that information on important health issues pertaining to the Dog or Japanese Akitas can be sent to the Buyer. It is agreed to by the Buyer that upon the death of the Dog, at any age, prompt notice will be given to the Seller.

## **RETURNS, REFUNDS, AND REPLACEMENTS**

Buyer may return the Dog to the Seller at any point in its life for any reason. Buyer is responsible for all costs associated with returning the Dog unless otherwise exempted by the Seller in writing.

Full refunds will only be given for circumstances stipulated above and if the Dog is returned to the Seller in good health along with transfer of registration. A full refund is equal to the total purchase price of the Dog less a \$500 rehoming fee. If the Buyer is entitled to a refund but chooses to keep the Dog, the Buyer may be eligible for a partial refund instead. A partial refund is \$500. Dogs sold as adults are not eligible for partial refunds.

Seller has the option to offer a replacement instead of a refund. Seller is not required to offer a replacement, nor is the Buyer required to accept a replacement in lieu of cash. The replacement will be determined by the Seller.

## LIMITATIONS

This sales agreement applies only to the Dog identified above and the undersigned parties and is non-transferrable. Any changes to this contract must be in writing and signed by all parties. Any litigation arising from this sale must take place in the state of California. Any failure to comply with this contract will be prosecuted to the full extent of the law.

It is stipulated by and between the parties herein, that failure to comply with the conditions of this contract shall constitute a breach of contract and will result in the Dog being permanently returned to the Seller, including transfer of registration, at the Buyer's expense.

In certain circumstances, the Buyer may be entitled to a refund or replacement upon returning the Dog to the Seller. No refund or replacement will be given if the Dog has been bred or altered outside the limitations of this contract, if the Dog is returned in a state of neglect, or if the Dog is returned due to breach of contract.

## ADDENDUM

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## SIGNATURE

I have read, understand and agree to abide by the terms of this contract. I understand that this document contains the entire agreement of the parties and shall be binding to the parties signing, as well as their heirs, successors and legal representatives.

Seller Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_