

PURCHASE AGREEMENT

**Rao Farms, LLC
Rao Kennels
W204 N13883 Goldendale Road
Richfield, WI 53076
262-677-0685, Andrea Lane, Kennel Mgr.
414-332-5332, Becky Rao, Owner**

Buyer:

Name: _____

Address: _____

City/State/Zip: _____

Phone Number(s): _____

Puppy Breed: _____

Sex: **M** **F** **Date of Birth:** _____

AKC Number: _____ **Color:** _____

Sire: _____

AKC Number: _____

Dam: _____

AKC Number: _____

Total Purchase Price: _____

Deposit Received on: _____ **\$** _____

Balance Due Prior to Delivery: \$ _____

The deposit entitles Buyer to a SHOW / PET quality puppy from the above-mentioned litter. If a suitable puppy is not available, Buyers may apply the deposit toward another litter, or ask for a full refund.

Guarantees

1. Every effort has been made to assure that the puppy you have received is healthy at the time of purchase. A health record has been provided. There is a general health guarantee for the puppy for a period of ten (10) days. It is recommended that Buyer take puppy to a licensed veterinarian of their choice within this ten day period to determine that the puppy is indeed healthy to their satisfaction. In the event your puppy does not pass the initial examination, or if the puppy is diagnosed as having any illness, you must

- contact Rao Kennels immediately. We will not be responsible for any veterinary bills that are not pre-approved.
2. Rao Kennels, retains the "Right of First Option Back" should the puppy be sold or transferred at any time. The Right of First Option Back means that should Buyer decide to sell or transfer the puppy's ownership, then Rao Kennels has the first option to obtain full ownership back. Buyer must contact Rao Kennels in writing by certified mail of his/her intention to sell, and allow twenty-one (21) days after notification for Rao Kennels to exercise their option before any other new buyer(s) may be considered. Rao Kennels and Buyer will mutually determine the Fair Market Value for the puppy at that time. If a mutual agreed upon price cannot be determined, three knowledgeable Brittany breeders will be polled as to their opinion of value for said puppy, the average to be considered the Fair Market Value. Rao Kennels will not be responsible for any guarantees if the puppy is sold or transferred without its expressed, written consent. *Under no circumstances is the puppy to be given to, sold to, or transferred to a humane society, shelter, or rescue group, or to another breeder without expressed, written permission of Rao Kennels.*
 3. Rao Kennels reserves the right to refuse to sell a puppy or adult dog to **anyone** without reason or justification of any kind.
 4. American Kennel Club Registration papers will be provided upon completion of the transaction. This includes return of airline kennels, payment of shipping fees, clearing of any checks, etc.
 5. Puppy is covered by a 30 month Hip Dysplasia guarantee provided the following instructions and conditions are met:
 - a. At a minimum age acceptable to the Orthopedic Foundation For Animals (OFA) but not after 30 months of age, puppy's hips should be x-rayed and those x-rays and application sent to the OFA for evaluation and certification. In addition to hip x-rays, it is recommended that puppy be screened for elbow dysplasia. A copy of the OFA certification and/or final evaluation must be provided to Rao Kennels. Buyer pays all costs incurred for OFA certification. It is understood that a 30 month restriction is in place to encourage Buyer to have this procedure done as soon as possible to avoid unnecessary expenses, confusion, etc. Should the puppy show evidence of Hip Dysplasia, as determined by OFA, then Buyer has a right to exercise the following options:
 - i. A mutually agreeable replacement puppy will be provided to Buyer as soon as one is available, when proof of spay or neuter is provided, or;
 - ii. If buyer does not want a replacement puppy, Rao Kennels agrees to refund one-half the original purchase price upon receipt of proof of spay or neuter,
 - iii. A replacement puppy will be provided to the Buyer only if Buyer agrees that replacement puppy is covered under this same written guarantee.

That includes the Right of First Option Back. Replacement puppy is not offered for Buyer to re-sell.

6. If the puppy is diagnosed as having a disease thought to be linked genetically to Epilepsy, PRA, or any other inherited disease, as certified by a licensed veterinarian, and confirmed by Rao Kennels, then the Buyer may exercise one of the options listed in #5 above. Final determination of any genetic disease is left to the discretion of Rao Kennels, in consultation with appropriate authorities.
7. If sold as a show prospect, the puppy is guaranteed not to have any disqualifying faults for showing in AKC confirmation competition. If the puppy is found to have disqualifying faults, then Buyer may exercise one of the options listed in # 5 above. If Buyer chooses NOT to spay or neuter on the basis of the disqualification, no guarantees will be offered or upheld by Rao Kennels.
8. Puppies sold as show prospects should NOT be spayed or neutered without first discussing this decision with Rao Kennels.
9. **The kennel name of "RAO" must appear in the first three letters of the puppy's AKC registered name.**
10. If, at any time, puppy is used for breeding purposes, **ALL GUARANTEES BECOME NULL AND VOID.** This is not to discourage breeding entirely, but to discourage breeding animals that are not genetically sound.

WE, THE UNDERSIGNED, HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT AND ITS GUARANTEES:

RAO KENNELS:

NAME OF OWNER OR OWNER'S DESIGNEE

DATE

BUYER(S) TO BE LISTED AS OWNERS OF THE PUPPY:

PRINT NAME

BUYER(S) SIGNATURE(S)

DATE