

PAWSNCLAWS, INC.

SEX

DATE OF BIRTH

LITTER/REG. #

For the purpose of this contract, the term "Dog" will refer to the animal specified on Page 1 of this contract. Buyer(s) agrees to purchase said dog under the following warranties and conditions. NO OTHER WARRANTIES OR CONDITIONS ARE EITHER EXPRESSED OR IMPLIED other than those stated within this contract. Both parties, without any mental reservations whatsoever, are freely entering into this contract.

The parties covenant, promise and agree as follows:

1. Pawsnclaws, Inc. offers for sale and the Buyer(s) accepts and agrees to purchase the dog for the purchase price of \$ _____, subject to the following terms, conditions and warranties. A \$400.00 non-refundable deposit shall be paid with the balance of \$ _____ due on or before the delivery of the puppy. Buyer(s) agree to notify Pawsnclaws, Inc. of any change of information listed on page one of this contract. Pawsnclaws, Inc. will keep available, via website (<http://www.pawsnclaws.us>), any changes to their contact information.

2. AKC REGISTRATION PAPERS

The dog's registered name shall include the suffix "des Ombres Valeureux". This litter is born in the "G" year. The registered name must begin with this letter. If the name is not previously noted on page 1 of this agreement, the Buyer(s) shall designate two names, in order of preference and shall forward those names to Pawsnclaws, Inc., in writing. Upon receipt of the names, Pawsnclaws, Inc. shall complete the registration application and return same to Buyer(s) to be signed and mailed to the AKC with the appropriate registration fee. The Buyer(s) does not have the right or approval to change the registered name of the dog once Pawsnclaws, Inc. fills out the papers.

The Buyer shall receive the following:

American Kennel Club Limited Registration shall be provided at the time the dog is paid for in full. Note that Limited Registration means that the dog is neither eligible to compete in AKC conformation shows nor to have any litters produced by the dog eligible for registration. Dog is eligible to compete in all AKC, Schutzhund, Ring Sport and other performance organization events. The Buyer(s) understands that only Pawsnclaws, Inc. may "lift" the Limited Registration status and will only do so if agreed upon in writing (i.e. Re-evaluation Contract).

In addition, if the Buyer(s) elect to spay or neuter the dog at any time, this shall not be done before the dog is 12 months of age. Under no circumstances, other than to save the dogs life, shall the dog be spayed or neutered before the dog's 12 month birthday.

3. BREEDING

Buyer(s) acknowledges that improper breeding of the Malinois could cause irreparable injury to Pawsnclaws, Inc.'s reputation and could endanger the Malinois breed. The Buyer(s) agrees to strictly adhere to the rules and regulations regarding breeding set forth by the American Kennel Club.

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Absent Pawsnclaws, Inc.'s written consent, therefore, Buyer(s) covenants and agrees that the dog shall not be utilized for breeding, however described (natural or artificial, intentional, planned or accidental). At this time, the dog is registered with "LIMITED" registration papers with the American Kennel Club.

Alternatively, Buyer(s) may request Pawsnclaws, Inc. to waive any of the foregoing requirements, for good cause shown, which request Pawsnclaws, Inc. may accept or reject at their sole election. If Pawsnclaws, Inc. consents to such breeding, such consent shall be evidenced in writing signed by Pawsnclaws, Inc. and delivered to Buyer(s) before the requested breeding is consummated.

If the dog is utilized for any breeding in violation of this paragraph 3, however described, by any person or entity, Pawsnclaws, Inc. shall be entitled to demand immediate return of the dog and Buyer(s) shall, in addition to returning the dog and transferring the registration of the dog back to Pawsnclaws, Inc., be liable to Pawsnclaws, Inc. for liquidated damages in the amount of \$10,000.00, without reduction or setoff in any amount whatsoever.

4. CANINE HIP AND ELBOW DYSPLASIA

This dog is the product of O.F.A. and/or S.C.C. certified breeding stock, both parents certified free of Hip Dysplasia by the Orthopedic Foundation for Animals or the S.C.C. and certified free of elbow dysplasia.

If this dog develops hip and/or elbow dysplasia after evaluation by the Orthopedic Foundation for Animals, one of the following options may be exercised:

- A) Buyer(s) will be able to obtain a replacement puppy of equal quality (as defined by the purchase price) from Pawsnclaws, Inc. once the original animal has been sterilized (Buyer(s) keeping the original dog).
- B) Return the dog to Pawsnclaws, Inc. for a replacement puppy of equal quality (as defined by the purchase price) from Pawsnclaws, Inc.'s next available litter.

Pawsnclaws, Inc. guarantees that the hips and elbows will pass OFA, no other guarantees apply. The rebate will only be offered providing the Buyer(s) adheres to the following requirements:

- A) Dog is raised and fed on a suitable raw food diet, Innova, Wellness, Eukanuba Performance, or an approved equal;
- B) Dog is not road worked for exercise until after the age of 18 months and after a preliminary hip evaluation by X-Rays is verified clear by O.F.A. (Fair, Good or Excellent) and elbows are determined to be clear.

All claims are to be made before the dog is 30 months of age.

The Buyer(s) shall have the dog X-Rayed by the age of 30 months at the Buyer(s)'s expense and those X-Rays shall be submitted to O.F.A. for an evaluation immediately. Upon receipt of the O.F.A. report, the Buyer(s) shall immediately mail Pawsnclaws, Inc. a copy of the certificate for their records.

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In the event that the dog is determined to have Hip and/or Elbow Dysplasia by OFA and the BUYER exercises the options available in this paragraph, the dog MUST BE SPAYED or NEUTERED prior to the remedies available. If the Buyer elects to breed the dog in spite of the dysplastic rating, that will be the Buyer's decision and that will make the hip and elbow guarantee null and void and no longer available.

5. TITLES

Pawsnclaws, Inc. requests the Buyer(s) to mail a copy of any conformation or working title/certificate the dog receives for her records.

6. BUYBACK

Buyer(s) acknowledge that the dog carries the name “des Ombres Valeureux” in its name or within its registration or pedigree, and that the improper care, breeding, or handling of the dog could cause irreparable injury to the reputation of Pawsnclaws, Inc. It is agreed and understood between all parties that if the Buyer(s) can no longer keep or desires to either sell or dispose of this dog for other than humane reasons, exclusive of Item 4, Pawsnclaws, Inc. shall have the first right of re-purchase. Pawsnclaws, Inc. shall have the unqualified right to reacquire title to the dog until such time as Pawsnclaws, Inc. rejects or refuses to reacquire the dog at the agreed upon price. Pawsnclaws, Inc. will, in all cases, take back any dog which is no longer wanted and/or cannot be kept by the Buyer(s). In such cases, all shipping/transportation costs are the sole responsibility of the Buyer(s). Buyer(s) agrees to provide Pawsnclaws, Inc. with a current health certificate from a licensed veterinarian, and the registration papers, correctly signed, at or before the time of return or buyback.

Pawsnclaws, Inc. shall have the absolute right to demand rescission of any transfer in violation of this paragraph, shall be entitled to immediate return of the dog, and the AKC shall record Pawsnclaws, Inc. as the sole owner upon the dog's registration.

7. HEALTH GUARANTEES

Pawsnclaws, Inc. warrants and guarantees that the dog is in good health. The Buyer(s) must have the dog examined by a Licensed Veterinarian within 72 hours of taking possession of this dog. If, during the first 72 hours, the health of the animal is found to be unacceptable, Pawsnclaws, Inc. will accept the animal back and either replace it with one of equal quality (as defined by the purchase price) if available, or refund the full purchase price. At the time the animal is returned, the Buyer(s) shall return the registration papers correctly signed. No refund will be made if the dog has been mistreated, neglected, injured or physically altered by the Buyer(s), and this does not remove the requirement of the Buyer(s) to return the dog to Pawsnclaws, Inc..

8. BREACH OF CONTRACT

It is stipulated that in the event that the Buyer fails to comply with any of the terms or conditions of this Sales Contract, Pawsnclaws, Inc. shall have the absolute right to demand the return of the dog and the dog shall be returned to Pawsnclaws, Inc. . In the event that the dog is permanently returned to Pawsnclaws, Inc. due to Buyer(s)'s lack of compliance with any of the terms and conditions of this Sales Contract, Buyer(s) shall forfeit all monies paid to Pawsnclaws, Inc. and shall immediately sign over registration papers to Pawsnclaws, Inc. .

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Further, if the dog is a male, title to and control over any and all semen collected from the dog shall be immediately transferred to Pawsnclaws, Inc.; subsequent breedings utilizing such semen being expressly prohibited by anyone other than Pawsnclaws, Inc. and without regard to the identity of the registered owners(s) at the time semen was collected, catalogued or stored.

It is agreed that should any legal action result from breach of this contract, the party so breaking the agreement shall bear all legal costs, attorney's fees, and experts' fees incurred by the prevailing party. Further, regarding any breach or anticipated breach of this Sales Contract, Pawsnclaws, Inc. shall, in addition to any other rights granted hereunder, have the right to seek an injunction from the court of competent jurisdiction to enforce the provisions of any paragraph herein. It is further agreed that any puppies produced as a result of any breeding conducted in violation of this sales contract, whether such breeding is described as planned, intentional, or accidental, conducted by natural or artificial means, shall NOT be registered by AKC or any other dog or animal registry.

If the legal residence of the Buyer(s) is not the State of California, this contract must be signed and notarized by the Buyer(s) in the state of the Buyer(s)'s legal residence unless the Buyer(s) take delivery of the dog in California and signs this contract in front of Pawsnclaws, Inc. or their designee.

The laws of the State of California, venue in Riverside County, will govern all legal questions or disputes regarding this contract. Buyer(s) expressly waive any and all objections to jurisdiction and venue.

If any term, provision, condition or covenant of this contract, for any reason, were held illegal, invalid, void or unenforceable, the remainder of this contract will be in full force and effect.

9. HOLD HARMLESS AGREEMENT

Buyer(s) agrees to release and hold harmless Pawsnclaws, Inc. for any and all liability, damages, or injuries, caused either directly or indirectly by the dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyer(s) assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by the dog, to any person, whether actual or legal, or to any property, whether real or personal, after receiving and acknowledging delivery and possession of the dog. Buyer(s) further agrees to indemnify or reimburse Pawsnclaws, Inc. as a result of any costs or expenses incurred by Pawsnclaws, Inc. as a result of any act of Buyer(s) causing liability, damages, or injuries as set forth herein. No other claims other than the provisions mentioned above shall be made. All other modifications of this contract shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the terms and conditions of this Sales Contract and have voluntarily entered into and executed this Sales Contract.

PAWSNCLAWS, INC.

DATE

x

PAWSNCLAWS, INC.

BUYER/OWNER _____ DATE _____ x

BUYER/OWNER _____ DATE _____ x