

# AGREEMENT

ENTERED INTO BY AND BETWEEN

## IRONEL LOTTER

Identity Number 630407 0028 08 9

trading as

## AVANTGARDE KENNELS

Grootfontein

WILLOWMORE

Tel: 044 956 1011 Cell: 084 516 8317

Email: [ironel@vodamail.co.za](mailto:ironel@vodamail.co.za)

(SELLER)

EN

Full Names: \_\_\_\_\_

Identity Number \_\_\_\_\_

Address: \_\_\_\_\_ PO Box: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Tel: \_\_\_\_\_ Cell: \_\_\_\_\_

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

(PURCHASER)

WHEREAS THE SELLER IS A REGISTERED DOG BREEDER WITH:

1. Kennel Union of South Africa – KUSA
2. Canine South Africa - CANINE SA
3. South African Sheep Dog Association - SASDA

AND WHEREAS the SELLER has the object to breed dogs without genetic disorders, diseases and infirmities

AND WHEREAS the PURCHASER desires to buy a breeder dog from the SELLER

AND WHEREAS the SELLER desires to sell a breeder dog to the PURCHASER

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.

The purchase price is R ( Rand) payable as follows:

1.1 Deposit:

A fifty (50) % deposit is payable within 72 hours after the Purchaser is requested thereto by the Seller into the following bank account.

AVANTGARDE KENNELS;

FIRST NATIONAL BANK;

ACCOUNT NUMBER: 62898539360

BRANCH CODE: 210 216

1.2 Balance Purchase Price:

The balance purchase price is payable by the PURCHASER to the SELLER immediately when the SELLER is ready to dispatch the puppy. The puppy will not be dispatched until the balance of the purchase price does not reflect in the Seller's bank account.

2.

- 2.1 The puppy will only be kept by the SELLER for a period longer than 8 weeks if the full purchase price is paid.
- 2.2 The PURCHASER takes full responsibility and risk for the puppy after the age of 8 weeks.
- 2.3 The PURCHASER accepts responsibility for all veterinary costs incurred by the SELLER, if applicable, while the puppy is in the care of the SELLER and the puppy will only be delivered after the aforementioned costs incurred, are fully paid.

3

It is understood by the PURCHASER that the SELLER implements a full vaccination/dosage program.

The puppy will be issued with a Certificate of Vaccination.

4.

The SELLER gives no guarantee in respect of the puppy whatsoever.

In the event of the puppy having genetic problems, the SELLER in her absolute sole discretion, may decide to:

- 2.1 replace the puppy or
- 2.2 refund the purchase price to the PURCHASER or
- 2.3 make a contribution to any veterinary costs incurred.

Any genetic problem must immediately on observation by the PURCHASER be conveyed to the SELLER.

5.

- 5.1 A Microchip will be included with a KUSA registration.
- 5.2 Microchip certificate will be forwarded by email on date of registration.
- 5.3 A Microchip will be provided on request by the PURCHASER, in the event of the puppy not being registered with any other association than KUSA.
- 5.4 All costs involved in obtaining and fitting of the Microchip will be borne by the PURCHASER.

6.

The Kennel Union of SA undertakes will send the registration papers to the new owner in their own time. Seller will provide registration certificate of puppies been registered with other associations.

7.

- 7.1 The puppy is delivered to the PURCHASER any time between the ages of 6 – 8 weeks, depending on the manner of delivery.
- 7.2 In the event of the puppy being delivered/dispatched by air, the delivery/dispatchment will only take place at the age of 8 weeks or older.
- 7.3 The PURCHASER understands and acknowledges that due to the fact that the SELLER resides on a farm; all vaccinations are administered by the SELLER.
- 7.4 In the event where the PURCHASER requires the vaccination to be administered by a veterinary such costs will be borne by the PURCHASER. The costs will include, but not be limited to, veterinary costs, travelling expenses and any other relevant costs.

5

8.

The SELLER does not furnish a health certificate in respect of the puppy's parents or the puppy itself.

In the event of the PURCHASER requiring a health certificate, all costs to obtain such a certificate will be borne by the PURCHASER. The costs will include, but not be limited to, veterinary costs, travelling expenses and any other relevant costs.

9.

The PURCHASER undertakes to take the puppy for a checkup with a veterinary within the first three (3) weeks after delivery. The general health of the puppy will be confirmed during this checkup.

SIGNED AT

THIS

DAY OF

AS WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
PURCHASER

SIGNED AT

THIS

DAY OF

AS WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
SELLER

Amendment "A"

Details of owner

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

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Tel/cell: \_\_\_\_\_

Details of Puppy

Breed:

Date of Birth:

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

Micro Chip no: