

## **PUPPY AGREEMENT**

This agreement is made on the ..... day of ..... 20..... in Bloemfontein and is between the breeder and the buyer as named below:

**Breeder (Perotorey Kennels):** DE SA BUSINESS TRUST t/a Perotorey Kennel with contact details Cell: 0827776770 & KUSA Nr 153250 of trust nominated member Mr. Nelio Andrade de Sa (ID: 7412115471088) and/or the nominated Breeder Kennel.

**Buyer:** ..... (ID: .....)

### **TERMS AND PAYMENTS**

- 1.1. The Buyer agrees to obtain from the breeder a Staffordshire bull terrier puppy.
- 1.2. The Breeder is selling the above puppy gender, colour & price as selected below.
- 1.3. The Buyer is giving a deposit of 75% or the full amount as invoiced by the breeder, only when puppies have been born and the Buyer has selected their puppy via pictures or video call to the Breeder.
- 1.4. The balance due is payable when the puppy turns 6 weeks old. The Breeder will then submit the Puppy Registration of the litter to KUSA, and once the certificate is registered with KUSA and received by the Breeder, the Breeder will complete the new owner information and send it to KUSA. (The cost to courier/post documentation/certificates for your puppy is at buyer's cost).
- 1.5. The Breeder will have the puppy chipped and registered with [www.getmeknown.co.za](http://www.getmeknown.co.za), and the new owner information will be uploaded to the system or any similar system when the puppy reaches the age of 6 weeks.
- 1.6. The Buyer understands the deposit is REFUNDABLE (only if another buyer takes over the commitments to buy the puppy you paid the deposit for, any shortfalls if the puppy is sold cheaper because it is too old and cancellation was late will be to the buyer's cost) because it is a commitment to buy the dog. The Buyer will take ownership rights once the puppy is paid in full and that the full payment be made no later than one week of the dog's expected release (8 weeks) or with special written arrangements with the Breeder up to 8 weeks (puppy 8 weeks old). After that time, the Breeder may sell the dog to another buyer.
- 1.7. The Buyer will pay a Reservation Fee of R1500.00 which is non-refundable, as proof of your unconditional commitment to our future litters.
- 1.8. The Breeder will only make contact with the future puppy owners that have pre-booked once their puppy has been born and it is their turn on the waiting list. The Breeder will not communicate until then; the puppy owner is welcome to WhatsApp or email should they be

curious about the future matings and if they were successful or not. The first time the Breeder will contact those that have pre-booked is once their puppy is born and they will then be able to approve their puppy via WhatsApp video call. The Breeder will then for the first time communicate on a regular basis with all the new puppy owners to inform them about the progress of their puppies.

1.9. The registration of the puppy at KUSA will be invoiced. The mailing of the original KUSA Pedigree Certificate will be to the Buyer's account.

1.10. In the event that the Puppy sold is from another breeder, the Breeder will act with proxy on behalf of the other Breeder and this contract applies and is officially accepted as an agreement between the client and the other breeder.

1.11. In the event that the puppies sold on behalf of another breeder are sold as an unregistered litter, the KUSA registrations as per this agreement are not valid.

## **BANK DETAILS:**

### **Payments made to:**

De Sa Business Trust t/a Perotorey Kennel

First National Bank

Acc: 62854182856

Branch: Preller Square

Branch Code: 230234 (Swift Code: FIRNZAJJ)

## **PUPPY PREFERENCES**

### 3.1. Gender:

Dog

Bitch

### 3.2. Puppy Colour:

BLACK (or Black Brindle) Imported &/or SA Bloodline

BLUE Imported Bloodline

### 3.3. Puppy Names:

Please give us three names, from 1st choice to last choice for your puppy names so we can give them to KUSA to approve:

1.

2.

3.

#### 3.4. Select Registration Preference:

- KUSA Registered Puppy  
 Unregistered Puppy

#### 3.5. Air Freight Costs (\*Optional):

\*+/- R1950 (optional) \*Shipping prices are subject to change & include Travel Carrier Box (travel box costs will depend on the client's choice at the client's expense) Mail to: admin@perotorey.co.za

## **ABOUT BLUE STAFFORDS**

4.1. Please keep in mind that "blue Stafford puppies" are not better in any way whatsoever from the black, red, brindle, white Stafford puppies.

4.2. The only reason the price on Blue puppies is so much more than our other Staffords is purely because we had to import our blue lines to be able to produce our own line of blue puppies.

## **HEALTH GUARANTEE**

5.1. The Breeder certifies that, upon receipt, the puppy is in good health and has been microchipped, immunised, and dewormed according to the accompanying health record as said by the Staffordshire bull terrier.

5.2. The Buyer agrees to have the puppy examined by its veterinarian at its expense within 2 days from the date of purchase. If the veterinarian does not give the puppy a clean bill of health, the Buyer must notify the Breeder immediately. The Breeder reserves the right to have the puppy re-examined by its own veterinarian at its own cost.

5.3. Any condition that is minor, correctable, or a breed-related minor condition is not covered and no condition which could go away, or is considered to be a condition which a puppy will likely grow out of, is covered.

5.4. If the puppy is then found not to be in good health, the Breeder will resume possession if this is agreeable to both parties. The Breeder does not accept responsibility for contagious diseases diagnosed after 2 days from the date of purchase.

## **BREEDING RESTRICTIONS**

6.1. All blue, black & black brindle puppies are sold as pets only and not for any breeding purposes unless the Breeder makes arrangements for a breeding between the Buyer & Breeder. LIMITED KUSA registration: Offspring CANNOT be registered with KUSA.

6.2. The purpose of limited registration is to encourage spaying/neutering and reduce the number of unwanted and unplanned puppies and dogs put to death every year in animal

shelters and also to protect our blue line from backyard breeders, etc. The Breeder must first give its permission in writing prior to the Buyer neutering his/her dog unless the veterinarian can supply a report motivating medical health risk reasons for doing so without the Breeder's permission.

6.3. The Buyer agrees that the Breeder may request a breeding of a Blue, Black or Black Brindle dog (male) and the use of the sire or dam of the Buyer by Perotorey Kennels. The Breeder will pay R1000 per healthy puppy born & sold to the Buyer for the use of the Buyer's sire and where the Buyer's dam was used, the Buyer will receive 50% of the puppies' fees sold by Perotorey Kennels (should the Breeder agree on such a planned litter in order to lift restrictions for the specific planned litter only).

### **TRANSPORT OF PUPPY**

7.1. The Buyer will be responsible for any/all transportation costs should he/she not be able to collect the puppy from the Breeder's home.

7.2. Should the Breeder have to make any transport arrangements, these monies should be paid into the Breeder's account before the puppy is transported.

7.3. Although all possible care will be taken with the Puppy's transport, the Breeder cannot be held responsible for any accidents/death of the Puppy as a result thereof.

### **THE BUYER'S RESPONSIBILITY**

8.1. The Buyer agrees to take good care of this dog, feed and house the dog properly, maintain shots, control the dog on a harness or leash when in public and when on the premises of the dog's home.

8.2. The dog's outdoor area will be fenced in and secure or acceptable provisions will be made to assure the dog is safe anytime he/she is outdoors.

8.3. The Buyer agrees to give the dog proper physical and emotional care and welfare.

8.4. The Buyer agrees if there are other dogs on the Buyer's property to remove the collar when unattended to prevent dogs from strangling each other.

8.5. The Buyer agrees to remove blankets when dogs are unattended as they can find themselves entangled and could suffocate to death when they panic in such a situation.

8.6. The Buyer trains his/her puppy to become swim smart should the Buyer have a pool at home and also ensure that the dog is secured away from the pool area when unattended.

8.7. The death, injury, or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke, or accident will not entitle the buyer to any compensation from the breeder.

8.8. This dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons.

8.9. No warranty is given to the buyer for any special purpose or function of this dog.

8.10. The contract is legal and may be enforced by legal means at the Buyer's expense.

8.11. The care and feeding instructions will be given to you along with the shot records for this dog. You can also follow our Puppy Info made available on our website [www.staffordshirebullterrier.co.za](http://www.staffordshirebullterrier.co.za)

## **BREEDING RIGHTS**

9.1. All puppies have breeding restrictions, but in the event that the Buyer agrees to breed with their puppy, the Breeder (Perotorey Kennels) will lift breeding rights per planned litter agreed between the Breeder & Buyer. The following conditions apply to such an agreement:

9.1.1. The Breeder will share 50% profit of the litters of the dam of the Buyer & in the case where the Buyer's sire is used, R1000 sire stud fee per puppy will be paid to the Buyer per puppy born & sold (sire stud fee excludes puppies that died prior to new puppy owners collecting their puppies).

9.1.2. The Breeder will decide which dam or sire to be used in such agreed planned litter.

9.1.3. KUSA puppy registration fees, medical fees, etc. of the litter will be paid by the Buyer of the dam and excluded from the 50% purchase price profit share.

9.1.4. The Breeder will be responsible for all the sales of the puppies. All puppies will be sold; in the event that the Breeder wants to keep a puppy of the litter, the Breeder has first choice to do so, and 50% of the Buyer's share of the puppy will be paid to the Buyer.

9.1.5. The Buyer will do the KUSA registrations, the postage of it, and arrange for the collections of the puppies.

9.1.6. All puppies born in such planned litters will have breeding restrictions and so will their offspring. In the event that the Breeder decides to keep a puppy of such planned litter, such puppies registered to Perotorey Kennels will not have any breeding restrictions.

## 10. Breeder's Right to Reclaim Dog and Buyer's Obligations

### 1. Right to Reclaim:

- If at any point the breeder finds that the dog sold has been neglected, abused, or used for security purposes rather than as a pet at home, the breeder reserves the right to take back the dog.
- The breeder will find an alternative loving home for the dog at the expense of the buyer who did not comply with acceptable care standards.

### 2. Restriction on Resale:

- The buyer may not sell the dog to anyone else.
- Should the buyer be unable to take care of the dog, they must contact the breeder to find a loving home for the dog at no cost.

### 3. Commitment to Animal Welfare:

- The breeder expects that all dogs bred by Perotorey Kennels will always be in loving homes.
- Under no circumstances should any of Perotorey Kennels' dogs end up at Dog Rescue Kennels.
- In the event that the dog ends up in a Dog Rescue Kennel, the buyer is liable to pay the Dog Rescue Kennel a fine of R2000 which they can use to feed their rescue dogs.

## BUYER INFORMATION:

**Buyer's Name:** .....

**Mobile:** .....

**E-Mail:** .....

**Street Address:** .....

**Suburb:** .....

**City:** ..... **Postal Code:** .....

**Province:** ..... **Country:** .....

## ENTIRE AGREEMENT

11.1. This contract represents the entire agreement between the parties.

11.2. The Breeder and the Buyer have made no other agreements, promises, or representations, verbal or implied, unless specifically stated in this written agreement.

11.3. The Breeder and the Buyer will each receive one copy of this agreement signed by the Buyer as agreed above in Bloemfontein and accepted by the Breeder.

11.4. This is the entire agreement between the parties and is valid and agreed upon by all the parties concerned

**Signed Buyer:** ..... **Date:** .....

**Signed Breeder:** ..... **Date:** .....