

Katelynn Ellsworth, Breeder
9207 Alexander Road
Batavia, NY 14020
Oakland.Beaucerons@gmail.com



Contract of Sale

This Agreement made on the __7th__ day of _February_, 20_26_ by and between:

Breeder Information:

Name: _____ Katelynn Ellsworth _____
Phone: _____ 585-943-9574 _____
Email: _____ Katielynnb19@gmail.com _____
Address: _____ 9207 Alexander rd Batavia NY 14020 _____

The above hereinafter referred to as "Breeder" and is a party to this agreement.

Breeders' Initials certifying they have provided true and correct information: __KE__

Buyer Information:

Name: _____
Phone: _____
Email: _____
Address: _____

The above hereinafter referred to as the "Buyer" and is a party to this agreement.

Buyers' Initials certifying they have provided true and correct information: _____

Puppy/Dog Information:

Registered Name: _____ OAKLAND _____
Registration #: _____
Date of Birth: _____ 12/05/2025 _____
Call Name: _____
Sex: _____
Microchip #: _____
Sire: Name / Reg. #: _____ Heros Opus A Dream Come True _____
Dam: Name / Reg. #: _____ Birdwing Too School for Cool _____

The above hereinafter referred to as the "Dog" and is the subject of this agreement.

Buyer shall initial each section certifying they have read and understand everything within that section.

The parties accept and agree to be bound by the Terms and Conditions governing the purchase and sale of the Dog.

Terms and Conditions

Breeder's Initials: __KE__ Buyer's Initials: _____

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1. Deposit, Payment of Purchase, Fees

- a. The Buyer agrees to place a **NON-REFUNDABLE** holding/deposit fee for a Dog from an Oakland Beaucerons litter. Surety of Action Non-refundable Holding/Deposit fee of \$__750___. Required to hold one Dog for Buyer until Dog is at least 8 weeks old but no older than 12 weeks of age.
- b. The total purchase price of the Dog is \$ 3,000 (\$3,250- Good Dog); the balance due \$__1,750 (\$2,500 -Good Dog), after crediting the holding/deposit fee of \$_750__, will be paid in full before the Dog is placed in possession of the Buyer. This purchase price does not include any delivery or shipping charges which is calculated separately.
- c. Our preferred method of payment is by cash, money order, cashier's check, or wire transfer.
- d. Buyer is responsible for any and all fees associated with payment transfers.
- e. If the Dog becomes unavailable due to sickness, death or any other circumstance, any monies paid by the Buyer will, at Buyer's option be either:
 - i. Refunded.
 - ii. Transferred to a future litter.
- f. Buyer acknowledges and agrees that they forfeit any rights to the Dog if:
 - i. Buyer fails to complete the purchase of the Dog for any reason.
 - ii. Buyer fails to pay the complete purchase price prior to transfer of the Dog.
 - iii. Buyer provided false information.

There are no refunds on holding/deposit fees & failure of the Buyer to complete this purchase would subject Breeder to lost opportunities to sell the Dog to another Buyer and retention of the holding/deposit fees is meant to compensate Breeder for this possible loss. This holding/deposit fee signifies the intent on the part of the Buyer to follow through with the purchase of this Dog.

Payment Provisions: Payments made with PayPal/ CashApp/ Venmo or the like **CAN NOT** be disputed for any type of payment reversal. All money/payments placed on a puppy are **NON-REFUNDABLE** (unless previously agreed upon in writing by the Breeder). We have a strict NO PayPal/Credit Card Charge back refund policy, and any Buyer who attempts to dispute a transaction will lose all money placed on their puppy and any rights to purchase a puppy from us now and in the future. Buyer will be charged a \$5,000.000 (Five Thousand Dollars and no cents) fee for breach of contract terms if they attempt to do any payment reversal/charge back and will be fully responsible for any and all legal fees associated with Breeder's court expenses; Including but not limited to court fees, filing fees and reasonable attorney's fees. This Agreement shall be governed by and construed in accordance with the laws in the State of New York, County of Genesee.

2. General Terms

- a. This Dog is being sold to the Buyer as a (check one)
 Companion/Pet with non-breeding terms
 Co-Own between Breeder and Buyer
 Guardian Dog

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Buyer's Initials: _____

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- b. This Dog may have the potential for successfully competing in canine performance activities or competitions as appropriate for their breed. Including, but not limited to: Herding, Lure Coursing, Dock Diving, Nose Work, Agility, Rally, and Obedience. Buyer understands that performance potential does not guarantee how the Dog will perform, or that they will achieve any titles. The Breeder has no control over the training, conditioning, and competition of the Dog.
- c. The Buyer accepts the risks and responsibilities of training the Dog; and the Buyer acknowledges that they have sole responsibility for ongoing, lifetime socialization & training as appropriate for its age and level.
- d. Temperament is a product of many things, not simply genetics, and Buyer accepts that much of a dog's temperament or eventual adjustment is determined by the skill and patience of its owner(s) as well as how it is raised or integrated into the new home/situation.
- e. Breeder in no way warrants that the Dog will meet any specific training objective or achievement standard as desired or expected by Buyer. Goals are great things to have, but one cannot warrant luck, the future, training skill and the myriad of other things, which must be in place to achieve most goals. The accomplishments of a dog are also largely the result of training and the relationship between owner and dog. These are not things the Breeder can control; therefore, are not things the Breeder will warrant.
- f. Breeder shall not be held responsible for the development of any disqualifying faults, diseases, or disorders.
- g. Buyer agrees that should this puppy be lost or stolen, Buyer will notify the Breeder immediately, Breeder will NOT be responsible for this loss and Breeder will NOT refund the purchase price of the dog or replace said puppy/dog with another dog of the same value without being compensated for that new puppy at full value.
- h. Should Buyer be unable or unwilling to fulfill any of the above agreements, if dog is seized by local authorities, as having been neglected or abandoned, or if Breeder feels the home environment is not safe for the dog, the Breeder reserves the right to reclaim/confiscate the dog without compensation to the Buyer. Buyer agrees to pay seller any and all expenses including court cost and reasonable attorney fees, in enforcing the terms and provisions of this contract. Canines are livestock and therefore cannot be returned for any reason other than those stipulated in the health agreement or additional terms and provisions section of this contract. All sales are final.
- i. Buyer agrees that Breeder reserves all rights at any time to confiscate the above named puppy if Breeder feels proper care, training, diet, exercise, laws, etc. are not being followed and it is unsafe for the dog, with no notice or permission needed. Buyer agrees to relinquish all medical records and sign over ownership on the registration papers to Breeder within 24 hours of confiscation. Any and all legal fees the Breeder incurs if this agreement is not followed will be paid in full by the Buyer within 7 days of the Court appearance.
- j. The Buyer agrees NOT to neuter or spay (if applicable) until over the age of **15 months old**. Unless due to medical emergency and in that decision, Breeder **MUST** be notified immediately in writing by a licensed veterinarian on their letterhead, explaining why the procedure was medically necessary.
- k. **Non-breeding** terms for Dogs being sold to the Buyer as previously indicated under "General Terms" section "a":
 - i. Buyer agrees that this Dog has been purchased without breeding rights.

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- ii. Buyer agrees that this Dog must be sterilized (spayed or neutered), but not before 15 months in age from birth with a preference of 18 months, sterilization must be completed by 24 months of age. Proof must be submitted to Breeder within three (3) days from procedure.
 - iii. Buyer understands that the Breeder retains a vested interest in all dogs bearing the Oakland Beaucerons Kennel name, and that as such, any unauthorized breeding of dogs bearing the Breeder's name or Kennel name, negatively affect & damage the Breeder's reputation & the value of the Breeders' dogs. Because of the foregoing, the parties agree that no dogs bred by Breeder or any dogs bearing her Kennel name, will ever be bred without prior written approval by the Breeder.
 - iv. Should any breeding occur, whether intentional or accidental, without Breeder's consent, it constitutes a breach of contract. In addition, the violation will be valued at **\$5,000 per litter produced and \$2,000 per puppy sold from the unwarranted litter**. The Breeder reserves the right to repossess the Dog if such a violation occurs.
 - v. Any offspring that occurs from this Dog shall not be approved for registration through the AKC or any other registries. Such offspring shall not be offered for sale to dog dealers, pet shops, their agents or any testing facility, medical or otherwise.
- I. **Breeding** terms for Dogs being sold to the Buyer as previously indicated under "General Terms" section "a":
- i. Buyer agrees to NOT attempt or allow breeding of their Dog:
 1. Until said Dog is two years of age and/or after the third heat cycle.
 2. If female, will not be bred back to back heat cycles, one heat cycle must be between breeding.
 3. Until said Dog is fully OFA tested clear/passing (hips/elbows, patella, heart, eyes).
 4. To any breed other than a purebred Beauceron, any unregistered, non-papered, and non-fully health tested dog of the opposite sex.
 5. Until an obedience title of AKC Novice Obedience (CD), Schutzhund BH, AKC Champion breed title, or equivalent has been obtained.
 6. To any bloodline relative.
 7. Buyer agrees to pay the Breeder a total sum of **\$5,000 (Five Thousand Dollars and no cents) and \$2,000 per puppy whelped (dead or alive) from the unwarranted breeding**. Breeder reserves the right to confiscate the above said Dog and any/all unwarranted puppies from the breeding at any time of the life of the dog if these stipulations are breached.
 - ii. In the event Buyer decides to breed said Dog, the Buyer will take all necessary precautions and actions listed above to ensure a healthy, quality litter.

****PLEASE NOTE: if sales contract is not received, you the Buyer are still accepting ALL Terms and Conditions, once a deposit is placed on any Puppy, you accept the above Terms and Conditions.****

2. Registration Policies

- a. Breeder has registered this Dog with the American Kennel Club (AKC) and any altering or attempt to alter the AKC paperwork in any way, including but not limited to, registered name or ownership, is an immediate breach of contract.

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- b. Breeder shall remain as co-owner on the Dog's registration if previously indicated under "General Terms" section "a" this is a co-own agreement.
- c. Breeder has had a Microchip implanted and registered with __AKC__. The Breeder name shall remain as a secondary contact on the Microchip, with the Buyer as primary contact. Any attempt to remove Breeder from the Microchip contact information, is an immediate breach of contract.
- d. If the Dog is to be registered with any additional registries (UKC, ABC etc.), the name will be as it was written on the AKC original registration for any and all additional registries.
- e. Buyer will not have the Breeders Kennel name of "Oakland" removed from any registrations.
- f. This Dog will not be registered as another breed (i.e. Doberman Pinscher, etc.) with any other registry. In addition, this Dog cannot be used in the creation of a New, Rare, or Designer breed. Any such action is an immediate breach of contract.

3. Breeder's Representations

- a. Breeder is the legal and true owner of the Dog and has full right and authority to sell the Dog.
- b. The Dog is being sold free and clear of any lien, security interest, charge, or other encumbrance.
- c. Breeder guarantees that the Dog is a purebred Beauceron, offspring of a purebred sire and dam as set out on page 1 of this agreement.
- d. No guarantees are expressed or implied or are made by Breeder that the Dog will remain free from injury, illness, or other health conditions once the Dog has left the Breeders care or throughout his lifetime.
- e. Breeder will always keep current contact information listed on a public forum such as personal website or social media.

4. Buyer's Representations

- a. Buyer agrees that the Dog is being bought for myself and will not be sold, adopted, or given to another party, without notifying Breeder and giving Breeder the option of first right of refusal (taking the Dog back).
- b. Buyer agrees that this Dog will live inside the home, not outdoors, unless stated under "General Terms" section "a" that this Dog is being purchased as a Guardian dog.
- c. Buyer agrees that this Dog is never to be kept regularly chained, allowed to run free and/or be left unattended, except in a fenced yard or enclosure while exercising.
- d. Buyer agrees to care for the Dog in a humane manner and be a responsible animal guardian. This includes supplying a high-quality food, fresh clean water, clean and comfortable shelter, attention, socialization training and any and all necessary veterinary medical care and be merciful in discipline.
- e. Buyer agrees to daily exercise and socialization in amounts appropriate to the age of the Dog.
- f. If the Buyer moves from the address stated above, the Buyer shall, within 30 days of the address change, provide the new address and telephone number to the Breeder.
- g. Buyer agrees to provide regular updates on the Dog, its care, and any notable events. Permission will also be given to Breeder for use of any & all pictures, video, print, biographical information and other media for Breeder to use on a personal public forum, including but not limited to Breeder's website and social media accounts.
- h. Buyer agrees to notify Breeder immediately if the Dog develops a **life-threatening illness** prior to 6 months of age. The breeder must be provided written documentation from a licensed Veterinarian on their letterhead containing the diagnosis and prognosis of the puppy. Breeder

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will replace said dog with another dog with similar characteristics.

This is at a later time at the discretion of the Breeder. It will be the choice of the breeder if the original dog is a replacement situation and shall be neutered and left with the owner or returned alive in good condition to the breeder with a statement on their letterhead from a licensed Veterinarian stating the problem. The health problem cannot be due to nutrition, improper exercise, fighting or bad care. This expires after one year of age. In no cases will pups be replaced with one of greater value without difference being paid up front by the Buyer. Conditions which can be easily treated are also not covered by this guarantee.

5. **Veterinary Care and Nutrition**

- a. Dog is up to date on vaccinations and worming at the time Buyer takes possession. Included in the packet is a record that lists exact dates and types of vaccinations/worming given. It is important that the Dog receive the necessary vaccinations to keep it protected against infectious canine diseases. It is recommended that you follow the revised vaccination schedule included in the packet accompanying the Dog.
- b. Buyer agrees to follow all local, state, and Federal laws concerning canine Rabies vaccinations.
- c. Breeder is not responsible for any communicable diseases or reactions from vaccinations once the veterinarian has cleared the Dog in the initial checkup as outlined in this contract.
- d. Buyer agrees to keep the Dog current on all veterinary care, including shots, de-worming, and flea/tick & heartworm treatment, and seek appropriate care in the event of injury or illness.
- e. Buyer is responsible for any & all veterinary expenses incurred while in their care.
- f. Buyer agrees to not allow the Dog to become obese but maintained at a healthy weight.
- g. In the event of an accident or injury, the Buyer agrees to immediately inform the Breeder of condition, diagnosis, and recommendations including treatment from a licensed veterinarian. The Breeder also has the right to request release of records for review and/or discuss with their personal veterinarian or specialist if necessary.
- h. Buyer agrees to feed a premium quality kibble (or raw) diet for the life of the Dog. **MUST NOT** be grain free blends.
- i. Buyer agrees **NOT** to take the Dog to parks, pet stores or other public places until they have had all recommended vaccinations and the risk of contracting communicable diseases are minimized.

6. ***Return Policy***

- a. **If at any time, for any reason, the Buyer finds that they are unable or unwilling to continue to care for this Dog, the Buyer agrees to contact the Breeder FIRST. The Buyer is required to inform the Breeder of such an issue as soon as possible.**
- b. The Breeder always gets first right of refusal upon a decision made by Buyer to re-home the Dog sold to them by the Breeder.
- c. If the Breeder, for whatever reason, is unable to take the Dog back, the Breeder must approve in writing the new home for any Dog sold by the Breeder. Such permission shall not be withheld unreasonably, but Breeder has the exclusive right to determine the suitability of any potential subsequent owner. If any such placement occurs, the new owners must complete and sign a copy of this agreement.

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- d. In the event of relinquishment, the Buyer agrees to either transport Dog to the Breeder or pay the transportation fees to Breeder.
- e. Buyer agrees that at the time of transfer of the Dog back to Breeder any and all registration papers and medical records will be turned over to the Breeder immediately, and all necessary paperwork will be signed transferring ownership back to the Breeder. Registration of Microchip or other permanent form of identification will be transferred to the Breeder. All transfers must be complete upon transfer to Breeder.
- f. Buyer agrees that at no time will they sell, give, trade, lease, foster, adopt, place, have someone watch long-term, re-home, or euthanize this Dog to any person, business, or organization, including taken to a shelter, rescue or any medical/testing facility.
- g. If Breeder is not notified regarding a transfer of Dog in any such way, it will constitute a breach of contract.
- h. In the event of Buyers death, family or power of attorney should notify the Breeder immediately.
- i. **Failure to notify the Breeder of rehoming the dog** for any amount of time will result in Buyer paying to Breeder a total sum of **\$5,000.00 (five thousand dollars and no cents)** and all reasonable court fees associated with taking this matter to court for breach of contract terms.

7. Delivery of Dog

- a. Shipping is available at Buyers expense plus crate & veterinarian health clearance certificate, which usually totals about \$500.00 - \$1,000.00 depending on location.
- b. Breeder may choose to personally deliver a Dog to their new home, or to meet the Buyer at an agreed in-between location. Delivery fees will be mutually agreed upon.
- c. Dog will be available for release to Buyer at **no later than** 12 weeks from birth. This date is based on when the Dog will be completely weaned from Mother and has received at least the first set of vaccinations.
- d. Breeder's preference is for the Buyer to pick up their Dog at their kennel location.

8. Legal Disclaimer

- a. Buyer and Breeder accept and agree to be bound by the Terms and Conditions governing the purchase and sale of the Dog.
- b. Buyer agrees to agreement regarding the above-described Dog under the stated conditions.
- c. Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.
- d. This Contract/Agreement are only implied between the Breeder and the original Buyer, **NOT** to any third party.
- e. Breeder reserves the right to enforce this contract to protect the welfare of the dog.
- f. The Buyer expressly grants permission for the Breeder or their designee(s) to visit the Buyers residence/home at any time to verify the welfare of the Dog.
- g. The Buyer further expressly agrees that the Breeder may repossess the Dog upon any evidence of neglect or abuse, if the dog is ever seized by local authorities or upon any breach of this agreement, at no expense to the Breeder and with no refund of any monies to the Buyer. Buyer shall relinquish dog within 24 hours of said breach.
- h. In the case of Breach of any part of this agreement, Buyer is subject to legal action and will be responsible for any and all expenses incurred, including legal fees & any additional expenses. In addition, a penalty of **\$5,000 (five thousand dollars and no cents)** owed to Breeder by Buyer.

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- i. Should the Breeder need to seek legal action against Buyer for violations of this agreement, the Buyer hereby agrees that he/she/they will assume any and all attorney costs, court fees, and other legal fees incurred in the process of enforcing this contract or of repossessing the Dog.
- j. If any action or failure to act on the part of the Buyer shall result in any claim, suit, loss, damage, injury, death or liability, Buyer agrees to defend, indemnify, and hold Breeder harmless from liability and/or judgment. Buyer releases Breeder from any and all liability, costs or damages caused by the Dog after placement with Buyer, including damage to or destruction of property and injury to any person.
- k. Any action or claim brought forth in regard to any part of this agreement, or for loss due to negligence must be brought within two (2) years of the date such claim or loss occurs.
- l. This agreement shall be governed by and construed in accordance with the laws of the State of New York, in the County of Genesee.

It is the intention of this contract to promote, advance and perpetuate the integrity of the Beauceron breed and to protect the interest of both parties. This contract contains the entire agreement between parties and no statement, promises or inducements made by either party that is not contained in this written contract shall be valid or binding. This contract may not be modified or altered except in writing and signed by both parties and endorsed herein.

If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This contract shall be deemed a legally binding contract and is under the jurisdiction of the State of New York in the County of Genesee.

By signing below, you are certifying that you have read and agree to the terms listed above. The signing parties agree that negative reviews or "bashing" posts made publicly on social media sites or the internet in general by either party is considered **slanderous** and are subject to legal action and parties hereby agree to pay the other party a total sum of \$5,000 (Five Thousand Dollars and no cents) for any slanderous or libel reviews or comments made publicly or on any social media platform regarding the other party. By signing this contract, you agree that the terms of this Agreement are fair and that you have made the appropriate arrangements to adhere to your contractual Agreement.

The terms of this contract constitute the entire agreement between the Buyer and the Breeder at the time of sale. This Agreement shall not be amended or modified except by both parties in writing and signed in the presence of and certified by a Notary. No other written or verbal statements expressed or implied shall alter this agreement.

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Signed on _____ day of _____, 20__

Signed on _____ day of _____, 20__

Breeder: _____

Buyer: _____

Co-Buyer: _____

Breeder's Initials: __KE__

Buyer's Initials: _____