

Sales contract

**Purebred Great Dane** puppy / dog.

Party-1, the breeder / seller: Paul Gouda; Anubis Great Danes / Gouda Great Danes  
535 Haliburton St. Nanaimo, BC V9R4W4 Canada

Party-2, the buyer: name \_\_\_\_\_ email: \_\_\_\_\_  
Address: \_\_\_\_\_ Tel: \_\_\_\_\_  
Identifications: \_\_\_\_\_

- 1- **Puppy/dog** sold: Date of birth: D/M/Y \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Sex: \_\_\_\_\_  
**Purebred Great Dane.** Colour: \_\_\_\_\_  
Name-as per clause 11: (first): \_\_\_\_\_ (Middle): **Gouda** (Last - **buyer's family name**): \_\_\_\_\_
- 2- **Sire: Anubis Lion King Gouda** DOB: Dec. 1<sup>st</sup>, 2005 **Purebred Great Dane, Brindle**  
**American Kennel Club - AKC # WS16055505 Canadian microchip ID (M4S) # 952-000-000-220-762**  
**Certified pedigree provided. National Champion bloodline & Show quality.**
- 3- **Dam: Nifirtiti Kennedy Gouda** DOB: July 30<sup>th</sup>. 2006 **Purebred Great Dane, Brindle.**  
**American Kennel Club - AKC # WS18768905 Canadian Kennel Club - CKC # 109-6796**  
**Canadian microchip ID (M4S) # 952-000-000-224-443**  
**Certified pedigree provided. National Champion bloodline & Show quality.**  
**Or: Cleopatra Ramses Gouda, EBA # 08-F-GD-388 National Champion bloodline & Show quality**  
Brindle. Imported from Egypt and produced from top quality Egyptian-African-European show-quality (see the web site for her pedigree & info.)
- 4- **Copies of all documents** listed under the preceding clauses #2&3 can also be obtained on line from party-1's Great Dane site at: [www.anubisgreatdanes.com](http://www.anubisgreatdanes.com)  
Note: **our dogs, the sire & dam, are AKC / CKC / EAWS registered.**
- 5- **The value – price of Anubis / Gouda Great Dane Puppies:**

**Most pups are sold under clause 5-e for average \$1500.**

**The average pet pup is worth \$1500 to \$3500. The average show potential –breeding stock pup is \$3500 to \$5,500** paid in full at time of purchase and minimum 2 weeks prior to pick-up or delivery.

Some pet pups have in the past been reduced to as little as \$1,200 based on selected good home of people on pension with plenty of love and time (and sufficient steady income); while other show-potential quality pups were sold as pets for \$2,500 to \$3,500 (based on the pet's marking/features) and are to be neutered/spayed – no breeding, no showing and as such no puppy AKC-CKC registration. A pure-bred Dane certificate is issued by the breeder along with the parents' purebred AKC-CKC-EAWS documentations.

Showing / breeding pups are sold between \$3,000 to \$5,500 depending on several factors and the nature of full or limited CKC/AKC registration.

**Clarification:**

Our policy is – if you are a good home for a quality Dane pet, truly money isn't the main issue. The new home of our pup is. If you see how we raise our pups and the mere cost of their elaborate healthy diet alone, you would understand that making money isn't our motive. Great Danes is a passion not a business. Reasonable compensation is all we ask for after securing a good home for the pup. We even more than once turned down \$2500 offer for a pet pup because we felt the individual's attitude and nature wasn't right – and we sold the same pup for \$1500 to a good home. Please view the section on the cost of breeding posted on our site: [www.anubisgreatdanes.com](http://www.anubisgreatdanes.com)

“Good home” may not necessarily mean “rich home”. Having said that, a show potential pup was sold for \$4,800 for overseas breeding while an identical breeding-show quality pup was sold as a pet with no show-breeding rights for \$2,000. So there are several factors to be considered at times. We may accept offers starting \$1500 then we give the pup to the best home (whether for a little less or a lot more) - not to the highest bidder, unless the two great homes are both just as good. The following guideline illustrates the pricing categories. **Indicated prices do not include shipping or ears cropping:** (check the corresponding box, otherwise it is a “5-e” contract):

- 5-a) \$3,500 to \$5,500 (or as negotiated, depending on several factors) - **for full registration show & breeding rights.** The pup shall be registered **solely in party-2 (the buyer)'s name.** The puppy shall have AKC-CKC or other applicable registration showing the buyer as the sole owner. **Can be exported overseas.** Notes, if any:

5-b) \$3,000 to \$4,000 (or as negotiated) - for a **temporary limited registration** contract with the right to **show and breed**. The pup shall be AKC or CKC **registered in both names, party 1+2** with the buyer being the pup's residence. Party-1 the breeder as a co-owner shall be entitled to additional \$1500 as a minimum price of a pet puppy of the first litter; after which, party-1 shall sign the proper ownership transfer document for the dog to be solely AKC or CKC registered in party-2 (the buyer's) name only (**full registration**). Note, if any: .....

5-c) \$3,500 includes a refundable deposit of \$1000. The total \$3500 must be paid in advance. The Dane can be shown but not bred. **A specific "pet" (limited) registration with show option-contract** – but with **no option to breed**. The pup shall be show potential quality. CKC (or AKC) document will show co-ownership by party 1+2 with the buyer having the residence address and management of the pup/dog. Party-2 may show the dog in order to obtain the Ch. title and must complete this option by the time the dog reaches age 24 months. At that point, party-2 must within 30 days have the dog neutered / spayed and must promptly within that 30 days submit to party-1 by recorded mail a veterinarian's certificate as a proof in order to receive back the \$1000 deposit – or the owner may waive it and have the AKC-CKC registration changed to indicate party-2 as the sole owner – and may continue to show and may commence to breed the Dane. Notes, if any:

5-d) \$2,500 for **pet status with no registration, but with a limited non-commercial unofficial breeding for the buyer's family & friends only as gift pet puppies**. **No commercial breeding or showing** (no pups will be qualified for show-breeding-registration).

This will promote Great Dane ownership while preventing commercial & repeated breeding. Breeding must be with another certified purebred Dane. No AKC or CKC registration are needed or included. The puppy ownership certificate issued by the breeder will indicate party-2 the buyer as the sole owner. After the one time approved breeding, the Dane shall be neutered –spayed by party-2 no later than age 3 years old. (see 5-g). Notes, if any:

⇒  **5-e) \$1,500** (to \$3,000 depending on the pup and the situation of the buyer as well as the buyer's feature requests (meaning how much of actually a breeding-show features pup sold under no-breeding contract as pet). The pup is **Sold strictly as a mere pet, no showing, no breeding, no AKC-CKC pup registration. Party-2 shall, before the pup reaches age 8 months (M) or 6 months (F), have the dog neutered / spayed and shall provide party-1 via recorded mail with a veterinarian's certificate.**

The pup's documents shall be: The sire & Dam's certified AKC/CKC/EAWS registration, the official pedigree certificates of the pup's parents; the breeder's own (puppy) pedigree & purebred Dane certificate, the breeder's purebred pup value certificate and the buyer shall obtain the city dog license where the dog resides.

The buyer agrees that the Dane is sold as mere pet with no rights or expectations to/for show quality features (though it is likely or expected, but not officially guaranteed). Considering the exceptional quality of the parents, their lines and previous breeding, the pup should be a very good quality Dane if not actually a show-potential quality pup sold as a pet. See clause #6. The buyer agrees and promises that the dog will be neutered/spayed prior to reaching her first heat or sexual maturity as indicated above; and the buyer further accepts clauses 5-g & 5-h below.

⇒ As explained, some pups are given away for even less than the \$1500 pet pup cost. A couple on pension or a single parent with a steady job and sufficient but not great income .. specially if we have extra income from any \*non-refundable) deposit when an applicant has a sudden and severe change in circumstances and could not purchase the pup. We would use this paid deposit to reduce the price of the remaining pup or pups for all or any of the remaining applicants, As such, sometime the 5-e price can be lower, If this is such an except, we'll indicate below:

⇒ If you feel while the on-going monthly expense of raising a Dane is no concern, yet the initial full price is an issue; write us with any request for either some reduction in price or accepting installments on part of the price, explaining the reason for the request. It must be understood that this is not an invitation to bargain, it is the exception and no guarantee it'll be accepted. If we do not provide you with a pup under this clause, we'll refund your otherwise non-refundable deposit. This practice is feasible only if we had say 5 good homes pre-birth and the litter came up with 6 or 7 pups, or if someone has fortified the nonrefundable deposit, which gives us a sum that can be deduced from a deserving applicant.

5-f) **The pup is sold as a mere pet under clause 5 ( e )** for the pet's category's lowest rate of \$1,500 unless otherwise is indicated. (see 5-h)

5-g) Failure of party-2 to comply with the agreement expressed under non-breeding clauses, shall entitle party-1 to a law suite asking for additional \$2,000 plus all expenses related to collecting such compensation; including but not limited to travel, legal & collection agency fees and lost business time. Party-1 shall send one reminder letter or email to party-2. Thirty days later, action will be taken against party-2.

Party-2 hereby understands and accepts to personally be the indemnifier whereby he/she shall legally be liable by any action deemed necessary to secure party-1's financial compensation. This clause shall be used as defense by party-1 showing party-2's knowledge and acceptance of this clause, and declaring the buyer's promise to not breed the pup, and to neuter-spay the pup or otherwise to pay the breeder the indicated compensation.

**5-h)** Pet only shall not involve any AKC/CKC/EAWS pup registration and shall guarantee that the pet is neutered-spayed before age 8 months - otherwise it shall be assumed that the buyer is illegally breeding the pup, thus party-1 shall then be entitled to his right under the preceding clauses.

It is also understood that regardless of the great quality of the parents and their lines, and regardless of the expected top quality pups produced by previous successful breeding, party-2 obtains, deserves and has the right to be guaranteed potential show quality only if he pays for it under show potential quality pup clauses. Pet only price means you do not pay for show quality features nor should expected it (even though in the past, and with the parents' great quality, we know that likely all pups should be of a show or great quality – yet, the breeder will not guarantee it simply because you didn't purchase it). As explained online, a litter may have a mix of show-very good-good pups – whereby “show” are exceptional marking and features and “good” are as good as or better than the best of many other breeders' litters. As per 6-a, the pet pup is guaranteed to meet AKC's purebred standard..

Note: additional reasons for no CKC registration under 5-e: first, the pup's sire, Anubis, is co-owned by party-1 & by the sire's original kennel / breeder; and an agreement requires party-1 to pay the sire's breeder \$1000 to register a pup with AKC. Second; AKC/CKC registration & pedigree certificates of the pup & copies of his parents' cost a total of approx. \$250; a total cost of up to \$1,250; which explains the charge under 5a,b,c .. plus the difference in price between show VS pet pup.

5-m) Cost of shipping (kennel or crate) and air cargo or other agents are extra. As well, ears cropping cost is extra

**5-n)** When you pay a deposit on a pup, we guarantee you your pup and we'll turn down any other interested buyer no matter how much more they may offer. At the same time, your deposit and any other payments made by the buyer shall be totally final and non-refundable. As well, any other costs referred to in this contract such as veterinarian tests, exams or treatments for any reason, are the buyer's responsibility.

5-o) Payment method:

Preferred method is credit card, The card info shall be kept confidential on file and the applicant agrees that the same card used for the deposit shall be automatically used to pay for the remainder of the balance. Other Certified cheque or money order shall also be accepted.

Payment in full must be made no later than one week prior to picking up the letter and 2 weeks if payment is made with a cheque.

p) You are welcome to make an offer around the guideline of: \$1500 pet (based on the fact that we sold pet pups from \$900 to \$3000. Please read section-6 of the application document). \$2500 for a pet with limited conditional breeding for family & friends, based on previous sales of \$2000 to \$3000. And minimum offer of \$3500 for a certified show-breeding pup. If you have done that via the application form, it is sufficient.

q) For special cases such as single parent or a pensioner, you are also welcome to request payment installments plan. A deposit of \$500 must be provided in advance and a payment to be agreed upon must be submit prior to pup pick-up. You need to explain the reason for the request and explain your financial ability to care for the pup. As well, you need to specify the payment arrangement and provide credit card info for the later deductions. We'll notify if your offer is accepted.

r) The deposit shall be refundable only if we, the breeder, could not provide you with a pup within the price range and payment arrangement specified.

6- a) Party-2 when purchasing a mere pet, he/she shall still get a quality Dane that meets or exceeds the standard of a pet Great Dane (see literature provided).

The AKC-CKC standard of a Great Dane qualities (see attached literature) covers these areas as head formation, bone structure, coat colour, temperament, and size, from standard “acceptable for showing”, to exceptional “excellent show

quality". Please view the material posted on the library page of our site. It is understood that they constitute an appendix to and part of this contract so long as no interpretation is deemed contrary o this document.

**Note:**

Ears cropping is recommended for a strong Dane head definition, appearance and that graceful image. It is understood that the buyer has read the page addressing this topic via the library page of our site. The decision is of course the buyer's.

b) The buyer whose name and signature appear on this contract, should he/she decide to sell or otherwise give the pup/dog to party-3, party-2 shall be responsible for acquiring the agreement and signature of the new buyer (party-3) to the terms of this contract. Party-2, the buyer signing this contract shall remain responsible to party-1 especially on the non-breeding & neutering issue.

7- a) **Each pup is matched to the owner's case**, requests, family environment & residence nature, age of children in the family and the purpose of obtaining the pup whether pet or show. As well, the buyer's specific preference makes a difference; whether the buyer prefers over-sized large Dane before head shape & body structure or prefers temperament over coat colour .. etc. You can't for example want a female with a male's head & chest or a male with a female's neck, head or waist. Show-breeding pups have the best balance of all-around perfection and as such, those who want that and are willing to pay the show pup price would select it. A house pet Dane are meant to be attractive fun and good Dane pets. In reality, we don't encourage breeding contracts and as such, our breeding-show quality pups are often sold as pets.

a) If you are purchasing a show/breeding pup; please select:

Please note that selecting "either" when possible, gives you a better chance to get a pup:

Sex  M  F  either - if request could not be met

Colour:  brindle  fawn (occasionally available)  
 either if request could not be met

b) If you are purchasing a pet pup, we suggest you just leave it open, a male or a female, brindle (likely) or fawn. It gives you the best chance to get a pup especially if you are not on top of the waiting list. Otherwise, if it's a must, please indicate below: M or F and brindle or fawn AND, indicate whether it's a request if possible or a condition:

Male if possible  Female if possible  Male a must  Female a must  
 either male or female - if request could not be met

Brindle if possible  Fawn if possible  Brindle a must  Fawn a must  
 either brindle or fawn - if request could not be met

If a specific request is a must, and you are purchasing a pet, your deposit will apply to the next available litter. If it could not be met at the next breeding, you'll have the option of refund. Please do not pay our deposit until you have agreed to this as we will hold a pet pup for you and we often cannot wait to that point before we notify others on the list that we can't offer them a pet pup, any pup.

c) **Unless otherwise is stated, it is understood that a pet pup will be all that is required. Meaning that the buyer's requests are mere preference that may not be met.**

d) \$500 or \$1,000 deposit (pet or show pup) must accompany the application or contract. See "5-n".

e) **Record of payments:** deposit: \$      Ears cropping & related care: \$      Shipping:\$      Remainder: \$  
Cheque # & bank & amount:  
Credit card #      expiry date D/M/Y:      \$  
I hereby authorize this payment with my signature at the end of this contract.

8- a) **All puppies-dogs are purebred, from purebred AKC/CKC/EAWS registered parents**, and are of sound

body and free of any communicable disease or health problems that may influence the pup's life span. The buyer shall take the pup to a Vet and get a full examination of the puppy/dog by a veterinarian within 4 days in order to – solely and forever settle the issue of confirming or disputing the pup's health guarantee (The short 4 days window is meant to eliminate the possibility of injury/accident at the new home or possible abuse by a child. Such cases are not covered). Otherwise, this optional confirmation exam / test is the buyer's responsibility (and prerogative). Should the buyer decide to waive his/her right to exercise this option, the buyers agrees to forever hold the seller harmless from any claim. In addition, clause (9) below guarantees the health of the pup for one full year.

**b)** It is assumed and expected that party-2 has read all the material on the web site, understands it and accepts it.

Some of the said material deal with such topics as: explaining the cost of breeding, expectations as far as features, health, size, life span, care, ears cropping and more. Should any material on our site deemed or interpreted to be contrary to a clause in this item, this contract the be the binding reference.

9- **The puppy is guaranteed** to be free from any life threatening genetic defect or congenital disease for a period of one year. Should a licensed veterinarian of buyer's choice determine with x-ray / ultra-sound tests & blood analysis that a life threatening genetic defect is present (a significant issue, not a missing tooth or a curved toe!!! – which still, even that we haven't experienced) - within that 12 months period - that would significantly and adversely affect your dog's normal lifespan (again; highly unexpected and never happened before); the seller reserves the right to obtain a second opinion by a licensed veterinarian of the seller's choice. If a congenital problem is determined to be present, the buyer may return the puppy to the seller (whether the pup was purchased as a pet or show) - for a puppy out of the next available litter with replacement of the same quality puppy that was originally purchased.

No money shall be refunded. At no time the seller shall be responsible for any veterinary bills after the pup/dog is purchase. The seller shall always have the option to request the return of the Dane in question prior to Dane replacement.

10- Any & all guarantees are conditional to the pup-dog being fully vaccinated against all known health risks, promptly and by a certified veterinarian. Guarantees do not allow for cash refunds and are void if the pup/dog ownership is transferred. The buyer must maintain records of all health care.

**11- Naming the puppy:**

First name or names are selected by the buyer. This is the name you'll call him by. You, the buyer decide that.

Middle name: Gouda, after the breeder. We take pride in our Danes.

Last name is the buyer's family name. The pup is a member of your family.

So, if your name is John Smith, and you decide to name your dog Rambo; we'll issue you a kennel certificate with the name: Rambo Gouda Smith.

If you name him "Anubis George": Anubis George Gouda Smith

12- This contract is governed by the laws of the province of British Columbia, Canada.

Dated: ..... signed, the buyer, party-2 .....

Witness (or spouse) or notarized (please print name and contact info & sign): .....  
.....

Signed, the breeder, party-1: Paul Gouda .....