

**TNR LLC**  
**DBA SHOMAIYOU SHIBA INU**

<http://shibas.dog>

**Companion Animal Placement Contract**

**Breeder:** Rex Gaylord and Tanya Gaylord  
**Address:** 10411 Springhill Dr.  
Brecksville, OH 44141  
**Phone:** (702) 845-3283  
**E-Mail:** rgaylord@shomaisou.com

**Buyer:** [ENTER VALUE] and [ENTER VALUE]  
**Address:** [ENTER VALUE]  
**Phone:** [ENTER VALUE] and [ENTER VALUE]  
**E-Mail:** [ENTER VALUE] and [ENTER VALUE]

**AKC Registered Name:** Gaylord's [ENTER VALUE] @ Shomaisou

**Call Name:** [ENTER VALUE]

**ISO Microchip:** [ENTER VALUE]

**Sex:** [ENTER VALUE] - **Color:** [ENTER VALUE] - **Whelp Date:** [ENTER VALUE]

**AKC Registration No:** [ENTER VALUE]

**SIRE**

[ENTER VALUE]

**DAM**

[ENTER VALUE]

Shomaisou is a Heritage Breeder of the Shiba Inu, hereafter referred to as Breeder. Considering the terms and conditions listed below, the Breeder offers to sell, and the Buyer agrees to purchase the above-described Animal with a Limited AKC Registration. Time is of the essence. The Breeder and Buyer agree and stipulate to the following:

Breeder and Buyer agree to the following Definitions:

[https://link.shibas.dog/Attachment\\_A\\_20260516](https://link.shibas.dog/Attachment_A_20260516)

Breeder and Buyer stipulate as follows:

1. The Breeder guarantees that the above-described Animal is a purebred Shiba Inu, hereafter referred to as "the Animal", with AKC registered parents. A copy of the

pedigree will be provided to the Buyer on the date of purchase. The AKC registration is pre-paid. The Animal shall be registered with AKC bearing the “Gaylord’s-” or “Gaylord-” prefix at the beginning of its registered name and the registration will be completed on or before the time of sale by the Breeder.

2. The primary focus of this placement is the Animal’s best interests. At the sole discretion of the Breeder, it was determined that placing the Animal with the Buyer was in the Animal's best interest. Based on constructive knowledge, the Breeder will disclose any known issues, including the health and temperament of the Animal.
3. The Buyer must have the Animal examined by a licensed veterinarian within seven (7) days after taking possession. The Buyer may return the Animal within seven (7) days for any reason and receive a refund of 100% of the money paid toward the Animal’s purchase price. Transportation, travel, shipping, supplies, veterinary expenses, and other incidental costs are not refundable. If returned, all AKC or Nippo registration papers, microchip documentation, and related paperwork must be signed and returned to the Breeder, as applicable.
4. No refund, in whole or in part, is available after seven (7) days from the date the Buyer takes possession, except as specifically stated in the Animal Placement Contract and the Health Guarantee at [https://link.shibas.dog/Shomaisou Health Guarantee Attachment B 20260520](https://link.shibas.dog/Shomaisou_Health_Guarantee_Attachment_B_20260520)
5. After seven (7) days, the Buyer assumes full responsibility for the Animal’s health, feeding, temperament, appearance, training, socialization, and general welfare. The Buyer agrees to maintain the Animal in good health with periodic veterinary examinations and to make veterinary decisions consistent with this Animal Placement Contract and the Health Guarantee.
6. Buyer agrees that proper safeguards will be taken to assure the care and comfort of the Animal sold herein, including, but not limited to, indoor shelter, quality food, exercise, and proper socialization with other people and dogs. Any objective sign of abuse or neglect confirmed by the Animal’s primary licensed veterinarian, as chosen by either the Buyer or the Breeder, shall immediately cancel this contract. Complete ownership of the Animal shall revert to the Breeder, with the Buyer bearing all costs for the return of the Animal, as well as any attorneys’ fees and expenses incurred by either the Breeder or the Buyer in the cancellation and enforcement of this contract.
7. It is the mutual understanding of both the Breeder and the Buyer that the Animal shall live out its natural life as the companion of the Buyer and the Buyer’s family. If circumstances require that the Animal can no longer remain in the Buyer’s possession, it is agreed that the Animal will be returned to the Breeder, at the Buyer’s expense, to be re-homed. This contract is breached if the Animal is ever ‘Intentionally Placed’ by the Buyer with a pet shop, unreputable breeder, AKA “puppy mill,” broker, or goes into rescue or an animal shelter. If Intentionally Placed, damage to the Breeder’s kennel reputation will result, and the Buyer will pay the Breeder \$5,000 as liquidated damages, plus any attorneys’ fees and costs incurred by the Breeder in enforcing this contract. The

Buyer will also immediately turn over the Animal's AKC registration, the Animal, and any resulting progeny to the Breeder if any are still in the Buyer's possession.

8. The Buyer agrees to provide the Breeder reasonable access to the Animal to examine and evaluate the Breeder's breeding program results. The Buyer consents to provide photos of the Animal and permits the Breeder to publish such pictures without further consent. Still, the Breeder agrees not to post personal information or images of the Buyer and the Buyer's minor children. The Buyer agrees to provide reasonable digital documentation to the Breeder of the Animal's progress through email or social media channels every quarter per year for the first two (2) years and at least once every year after that.
9. The Breeder will insert a new ISO standard microchip into the Animal and pay to list it in AKC Reunite. The Buyer shall maintain current contact information in a microchip registry and list the Breeder as a secondary contact.
10. The Breeder stipulates, and the Buyer acknowledges, that the Shiba Inu breed should only be owned and handled by knowledgeable and people well-educated about the Shiba Inu breed, as reasonably determined by the Buyer.
11. The Breeder stipulates, and the Buyer acknowledges, that the Animal should be spayed or neutered by two (2) years of age.
12. Although under the Animal Placement Contract, it is intended that the Animal is spayed or neutered by two (2) years of age, in the event that the Animal is intentionally used for breeding or in the event of an unintentional breeding, the Breeder retains all breeding rights of the Animal for the life of the Animal. If the Animal is intentionally used for breeding or if the Buyer fails to disclose any unintentional breeding, the Buyer will pay the Breeder \$5,000 as liquidated damages, plus any attorneys' fees and costs incurred by either the Breeder or the Buyer for the cancellation and enforcement of this contract and will turn over AKC registration the Animal and any resulting progeny in possession of the Buyer to the Breeder immediately. The Buyer will bear the cost of terminating any related pregnancies.
13. The Breeder agrees to sell, and the Buyer agrees to buy the Animal as a Companion Animal at a Companion Animal price of \$3,500.
14. Transportation: **[ENTER VALUE]**
15. Nothing in this agreement is intended to restrict the Buyer from participating in dog sports, such as agility, obedience, scent, dock diving, barn hunting, or lure coursing.

The following are incorporated herein as a part of this contract:

- Vaccination and Health Record(s)
- Definitions - [https://link.shibas.dog/Attachment\\_A\\_20260516](https://link.shibas.dog/Attachment_A_20260516)
- Health Guarantee - [https://link.shibas.dog/Shomaisou\\_Health\\_Guarantee\\_Attachment\\_B\\_20260520](https://link.shibas.dog/Shomaisou_Health_Guarantee_Attachment_B_20260520)

- The Breeder’s current vaccination protocol is published at <https://shibas.dog/vaccinations.html>

The Breeder and the Buyer stipulate as follows:

If a dispute arises out of or relates to this Agreement or the alleged breach thereof, and if it is not settled through negotiation, the parties agree to try in good faith to resolve it through mediation by a mutually agreed-upon mediator before resorting to arbitration, litigation, or other dispute resolution procedure. The process shall be confidential and based on terms acceptable to the mediator and mediation service provider.

It is stipulated by and between the parties herein that failure to comply in good faith with any of the conditions of this agreement constitutes a “breach of contract” except as noted in the Health Guarantee and will result in the Animal being permanently removed from the Buyer and returned to the Breeder if the Buyer cannot remedy the breach within sixty (60) days. In the event of an un-remediated violation of this contract, the Buyer will forfeit all money paid for the Animal. The Buyer will also sign over to the Breeder the AKC registration of the Animal. If the Animal is returned because of a breach of contract, such return will be at no expense to the Breeder.

It is agreed that in any legal action between the parties attempting to enforce any part of this contract, the prevailing party shall be entitled to recover costs and expenses, including but not limited to reasonable attorneys’ fees and costs. The preceding contract made and signed by both parties ensures the well-being and protection of the Animal and the Shiba Inu breed.

This written contract fully sets forth the parties' entire agreement; there are no other written or oral agreements about this subject matter. There has been no duress, fraud, mistake, misrepresentation, or undue influence. The Breeder and the Buyer may not assign or delegate any rights or obligations under this contract. Still, the contract shall be binding on the Breeder’s and the Buyer’s successors, heirs, and representatives.

If any portion, section, or clause in this contract is deemed unenforceable, all other provisions shall survive. Any dispute of this contract shall be settled in the State of Ohio, County of Cuyahoga.

Breeder:

Rex L Gaylord

Date

Buyer:

[ENTER VALUE]

Date

Buyer:

[ENTER VALUE]

Date