



Annamaria Maratona  
P.O. Box 16452  
Phoenix, Arizona 85014  
(623) 261-5818

### MALTESE BREEDING CONTRACT

This Contract is included and incorporated as a part of the Agreement of Bill of Sale & Health Guarantee for a PICK OF THE LITTER FEMALE FOR BREEDING PURPOSES dated \_\_\_\_\_ by and between Annamaria Maratona and \_\_\_\_\_.

It should be noted that this Contract defines the responsibilities of both parties to the Contract and that it constitutes agreement of the parties with regard to breeding of the Maltese bitch listed below.

ON THIS DATE, \_\_\_\_\_ this Contract is made between Annamaria Maratona, currently residing at \_\_\_\_\_

\_\_\_\_\_ telephone number \_\_\_\_\_, and

\_\_\_\_\_ currently residing at \_\_\_\_\_

\_\_\_\_\_ telephone number (\_\_\_\_\_) \_\_\_\_\_, Owner(s) of the following Maltese bitch purchased from Annamaria Maratona:

Registered Name \_\_\_\_\_

Call Name \_\_\_\_\_ Whelped \_\_\_\_\_

AKC # \_\_\_\_\_ Sex \_\_\_\_\_ Color \_\_\_\_\_

Sire \_\_\_\_\_ AKC # \_\_\_\_\_

Dam \_\_\_\_\_ AKC # \_\_\_\_\_ for

the purpose of guaranteeing first pick of the litter to Annamaria Maratona, as follows:

**IT IS HEREBY AGREED BY BOTH PARTIES THAT THE FOLLOWING CONDITIONS WILL BE MET AND THAT NO OTHER WARRANTIES OR CONDITIONS ARE EITHER EXPRESSED OR IMPLIED:**

THE OWNER(S) of this Maltese bitch agree that she will not be used for breeding purposes until she is at least two (2) years old. Annamaria Maratona does not guarantee this Maltese to produce a litter of puppies.

The OWNER(S) agree(s) to continue to breed this Maltese bitch during each of her normal heat cycles after the age of two (2), until such time as this Contract is fulfilled.

Until such time as this Contract is fulfilled, Annamaria Maratona reserves the right to choose the stud for producing said litter upon this Maltese bitch, or to approve or disapprove of the stud chosen by THE OWNER(s) as the sire for breeding of this Maltese bitch. THE OWNER(s) agree to notify Annamaria Maratona of the intent to breed this Maltese bitch and to work in concert with Annamaria Maratona toward a mutual agreement of the stud chosen to sire the litter, until such time as this Contract is fulfilled. Chosen stud must be DNA certified through AKC.

THE OWNER(S) hereby agree that this Maltese bitch will not be bred to any other male dog during her heat cycle, other than the chosen and agreed upon stud, and that utmost care will be taken to ensure that she is not bred to any other male after breeding with the chosen stud until it has been determined, by veterinarian examination, that a successful breeding with chosen stud took place.

THE OWNER(S) agree(s) that no puppies from this breeding will be sold until Annamaria Maratona has seen the litter, either in person or by photos, and has made the pick of litter choice.

This Contract shall remain in effect until such time as this Maltese bitch whelps a live litter, and Annamaria Maratona has chosen one (1) live AKC-registerable puppy. A live litter shall be construed as one (1) live Maltese puppy, and it is alive at seven (7) days of age. THE OWNER(S) of this Maltese bitch hereby agree(s) to reserve first pick of the litter rights of the first live litter whelped by this Maltese bitch to Annamaria Maratona for one (1) live AKC registerable puppy. Annamaria Maratona reserves the right to refuse the puppy if only one (1) is produced from the first breeding, and reserves the right to choose a puppy from any subsequent litter(s) whelped by this Maltese bitch, until this Contract is fulfilled.

THE OWNER(S) of this Maltese bitch agree to transfer ownership of the chosen pick of the litter puppy to Annamaria Maratona with properly signed, AKC full registration papers and no restrictions on registration whatsoever in order to fulfill this Contract.

THE OWNER(S) of this Maltese bitch agree(s) to pay any and all incurred expenses, including stud, bitch, veterinarian, shipping, boarding, and any other miscellaneous expenses, if required, associated with or incurred for the purpose of breeding this Maltese bitch, and acknowledge that Annamaria Maratona is not liable or responsible for any expenses incurred in association with the breeding of this Maltese bitch.

THE OWNER(S) certify(ies) that (th)he(y) will not sell offspring from this breeding to any agent, pet store, puppy mill, kennel, or individual or agent of an individual whose purpose is mass production, wholesaling or retailing of Maltese, i.e., any mass-producing kennel or business. The OWNER(S) will immediately pay a penalty of \$500.00 to Annamaria Maratona for each puppy offered in breach of this condition

If the OWNER(S) of this Maltese bitch live in close proximity where travel to view the litter can be accomplished by either party, the OWNER(S) of this Maltese bitch agree to make arrangements with Annamaria Maratona to allow personal inspection of said litter for choosing pick. If THE OWNERS(S) of this Maltese bitch do not live in close proximity, OWNER(S) of this Maltese bitch agree(s) to send pictures of all the puppies born of the litter at regular intervals, no longer than two (2) weeks between intervals, and agree(s) to contact Annamaria Maratona prior to sending the pictures with notice and confirmation of address to send the pictures, until Annamaria Maratona has chosen her selection from the litter, and at regular interval(s) thereafter, agreed to by both parties, until such time as arrangements are made to deliver the pick to Annamaria Maratona.

Annamaria Maratona reserves the right to have the chosen puppy pick examined by a licensed veterinarian within seventy-two (72) hours of possession. Should said puppy be determined to be in ill health, or show any physical defects not readily determined by visual inspection, said puppy pick may, upon presentation of written diagnosis, be returned to THE OWNER(S), for another Maltese of equal value from the same litter or subsequent litters, when available, the choice of which to be determined by Annamaria Maratona.

THE OWNER(S) agree(s) that the chosen pick of the puppy litter will reside at the home of the Buyer(s), have access to a fenced yard, if applicable, will not be chained or tethered, and will be provided with proper housing, a good quality diet, all required shots, wormings, and exercise until delivered to Annamaria Maratona.

This Contract will remain valid and may be enforced by Annamaria Maratona, or upon the demise of Annamaria Maratona, by any of her partners, business associates or relatives until such time as this Contract is fulfilled. This Contract does not extend beyond the choice of one (1) pick of any litter whelped by this Maltese bitch.

Should it become necessary to enforce any part of this Contract by legal means, appropriate attorney's fees, court costs, and all travel expenses will be the responsibility of THE OWNER(S) of this Maltese bitch. This Contract will be deemed a legally binding Contract, and is under the jurisdiction of the state of Arizona, in the county of Maricopa. It is further agreed that the place of venue shall be Maricopa County, Arizona.

I/WE, THE OWNER(S), hereby certify that I/we have read this Contract in full, understand its complete contents, and agree to it fully.

Signed and witnessed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Annamaria Maratona, or Agent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number