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3415 County Road 26

Robstown, Texas 78380

361-236-8878

The Purchase agreement is made on \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2025

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as the Buyer. This sum has been received as consideration for the purchase of the Jack Russell Terrier described as:

Sire:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reg #\_\_\_\_\_\_\_ Dam:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reg#\_\_\_\_\_\_\_\_

Male/Female D.O.B.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Coat Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Microchip # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESERVATION DEPOSITS ARE NON-REFUNDABLE**

1) In event that there is not a puppy available, the deposit can be applied to a future litter.

2) Deposit will not be refunded based on coat or color preference.

3) Said terrier will only be held to pick up date IF full payment has been made. Full payment must be made before terrier leaves the sellers possession.

4) Should balance due not be received on or before agreed upon date, the terrier shall be available for resale and the deposit will be forfeited.

Total Purchase Price: $\_\_\_\_\_\_\_\_\_\_\_\_ MO/Check/Gooddog/Cash/Zelle/Venmo

Deposit: / / 20\_\_\_\_ of **$\_500.00\_**MO/Check/Gooddog/Cash/Zelle/Venmo

Remaining Balance: / /20\_\_\_\_of $\_\_\_\_\_\_\_\_\_\_\_\_\_ MO/Check/Gooddog/Cash/Zelle/Venmo

**Conditions of Agreement**

(1)Both buyer and Smokin Pistol acknowledge that no representations, verbal or implied, have been made regarding said Jack Russell Terrier's future abilities.

(2) Smokin Pistol warrants, to the best of his/her ability, that said Jack Russell Terrier is sound and free from disease. Smokin Pistol will provide all pups with the paperwork of

Shots/worming’s, microchips, BAER and PLL/SCA/DM Testing, Stool Samples. The buyer has the option to take puppy within 72 hours of purchase, at their own expense, to a veterinarian of their choice. If puppy is found not to be in good health, the buyer may return the terrier to the seller immediately, and the seller will either (1) replace the terrier; (2) return it in good health within thirty (30) days. The adverse health report must be in writing and signed by a licensed veterinarian. Seller will not be responsible under any circumstances for any veterinary (or other) bill incurred by the buyer. If seller does not receive notification illnesses within 72 hours, this guarantee becomes null and void.

(3) Terrier is guaranteed until one year of age against congenital defects (defined as “present at or existing since birth”) and inherited genetic issues (as recognized and confirms in the canine species, specifically the Jack Russell Terrier) that will affect the terrier’s quality of life. In event of this situation the buyer & seller will discuss options for the dog (including but not limited to euthanasia) and make a mutual decision based on the opinion of both parties and at least (2) veterinarians. In such an unlikely case, a written veterinarian report, with autopsy, if necessary, must be submitted in writing and signed by (2) licensed veterinarians. The puppy will be replaced with one of the equivalent qualities from a future litter at the sale discretion of Smokin Pistol even IF the condition can be corrected with surgery (at buyers’ expense). Purchaser assumes all responsibility for the said terrier as of the date of the agreement. Smokin Pistol will not be held responsible for illness, accidents, and/or injury to the terrier. This replacement guarantee does not cover cancer of any type unless it is proven to be genetically inherited from the parents. It also does not cover illness and conditions that are caused by the normal aging process or that could be caused by environmental influences, such as but not limited to, geriatric cataracts, immune diseases of unknown origins, seizures disorders that are not directly related to a specific genetically inherited illness, or any other diseases or illness that is not known ( through research and testing by multiple sources) to be causes by genetic inherent trait congenital defect.

(4) Puppy is guaranteed to qualify for recording in the Jack Russell Terrier Club of America (JRTCA). Smokin Pistol will be used as the first name of all dogs when shown.

**Specifically, the buyer agrees to:**

1. If buyer is unable to keep said terrier for any reason, they will contact the breeder to assist with placement in another home, or the terrier may remain at Smokin Pistol.
2. Under no circumstances will buyer ever place this Jack Russell Terrier in an animal shelter, pound, or pet store of any type.
3. The seller will first rights refusal to purchase the dog and assist in finding the appropriate home for the dog.
4. The buyer must be screened and approved by the seller before the dog changes ownership.
5. A relinquish of rights contract will be signed by both parties when the terrier is brought back to Smokin Pistol Kennel. All transportation charges are to be made by the buyer, including those incurred if the terrier is returned. NO REFUNDS AFTER BROUGHT BACK TO SMOKIN PISTOL.
6. Provide proper and sufficient high-quality food, water, shelter, and treatment for all the years of its life.
7. Have the dog immunized for rabies as requires by state law, boosters according to a veterinarian and examined annually.
8. Provide all required medical treatment, including heartworm prevention as recommended by a veterinarian.
9. Microchip will be registered and put into system and will be primary contact by seller. Inform the seller of all address, email, and telephone changes.
10. NOT allow terrier to be used for the purpose of vivisection, experimentation, or as a bait dog.
11. NOT permit the dog to run at large or become a public nuisance.
12. Immediately retrieve the dog from any public impound or animal control facility when notified the dog is being held at suck a location.
13. Notify the seller immediately is the dog is lost, stolen or dies.
14. Provide suitable confinement the dog. Under no circumstances is the animal to be routinely tethered(by chain, cable or otherwise) as means of permanent confinement.
15. Arrange suitable care if the owner will be absent from the home for prolonged period.
16. Assert no claim, charge, or demand of any kind against the seller for any expenses that have been incurred by the buyer, include veterinarian expenses, in connection with the dog.
17. Accepts sole responsibility for any illnesses or injury occurring after the dog leaves the sellers possession that is not defined under the health guarantee.
18. Provide humane and proper training for the terrier and inform the seller immediately if a temperament or aggression issue arises.
19. In addition, it is understood that if the buyer is found guilty of any charges that violate state or federal animal cruelty laws higher than a Class C misdemeanor, weather it involves the dog purchased from Smokin Pistol or any other dog in custody and care of the buyer. The dog will be taken back by the seller and ownership will be revoked. If it is found by the seller that the violations were not reported, a civil suit will be filed by the seller to violation of the purchase and care agreement. If any violations are found by the seller at any time that have not been reported, the seller will notify the local authorities and will fight to regain custody of the dog referred to in this purchase agreement.

JRTCA 4 generation pedigree will be provided to the purchaser upon physical possession of said terrier and the completion of all payments to Smokin Pistol for said terrier.

**Terms Of Sale**

1. This terrier is being sold for the sole purpose of being a household pet or companion.
2. It is understood that this terrier is NOT guaranteed registrability with JRTCA at one year of age and that it must be spayed (or receive ovary sparing spay) or neuter (or receive a vasectomy) when deemed healthy for the dog by a veterinarian.
3. This must be done by 24 months of age but NOT prior to 6 months of age and proof must be provided to the seller.
4. The terrier can be recorded with JRTCA and compete in all events other than open and working terrier conformation classes.
5. The dog may NOT be used for breeding unless arrangements are made with the seller and an evaluation is done.
6. A stud Certificate for registration WILL NOT be provided for dogs sold with a pet agreement.
7. Failure to comply with these terms will void all health guarantees and warranties. This will result in legal actions due to breach of contract. All legal fees shall take place in the county in which the seller resides in **Nueces County, Texas**. In event of mating, intentional or otherwise, a female shall be spayed as soon as deemed safe by a veterinarian. If the mating results in the birth of a litter, the buyer understands that all resulting puppies are the property of the seller and agrees that both dam and the puppies will be surrenders to the seller at 8 weeks of age unless other arrangements are made by both parties.

The buyer agrees to neuter/spay the above-described terrier on or before

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[date].

The buyer agrees to be responsible for any and all associated veterinary costs.

Transfer of ownership or housing of this terrier does not limit or in any way change the responsibility of the above-named buyer to spay/neuter the animal as per this agreement.

If buyer cannot keep this terrier for any reason, full ownership will revert to seller.

Signed:

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**All pups that are sold as a pet home only must be altered.**

**Genetic Testing**

Why Test Your Jack Russell Terrier?

If you are a breeder, prospective dog owner or someone looking for a highly trained dog for specific service work, hunting or the show ring, understanding your Jack Russell Terrier's genetic health will help you make better decisions concerning your dog. It is always best to test a dog before it is bred so that you are aware of any potential genetic disorders that it could pass to its offspring. DNA tests for specific diseases remain the "gold standard" in determining an animal's genotype, but in the absence of available DNA tests, phenotypic evaluations are the best alternative. Information regarding the test results from the sire and dam, along with information on other close relatives such as siblings, half-siblings, aunts and uncles allows breeders to apply greater selective pressure to produce normal offspring and avoid affected offspring.

Source: Orthopedic Foundation for Animals

* Primary Lens Luxation (PLL) - Vision

The lens of the eye normally lies immediately behind the iris and the pupil and is suspended in place by a series of fibers, called zonular ligaments. It functions to focus light rays on the retina, in the back of the eye. When partial or complete breakdown of the zonular ligaments occurs, the lens may become partially dislocated (Lens Subluxation) or fully dislocated (Lens Luxation) from the lens' normal position. Lens Luxation can lead to inflammation (Uveitis) and Glaucoma (increased intraocular pressure). This can result in painful, teary, red eyes that may look hazy or cloudy. Both Uveitis and Glaucoma are painful and potentially blinding diseases if not identified and treated early. PLL testing requires a DNA sample.

Source: Canine Lens Luxation Basics

* Spinocerebellar Ataxia (SCA) - Neurologic

The cerebellum is the part of the brain responsible for coordinating movements. Ataxia comes from a Greek term meaning "without order". When the cerebellum cannot coordinate movement, the dog can move, but the movement is poorly coordinated. They are not weak, in fact, often the movements a dog with ataxia makes are too strong. They have a goose-stepping gait and when excited or running, their legs may appear to be going every which-way. Sometimes they have problems with their balance and will fall frequently. SCA testing requires a DNA sample.

Source: College of Veterinary Medicine - University of Missouri-Columbia

* Canine Eye Registry Foundation (CERF) - Vision

The Canine Eye Registration Foundation was formed by breeders that were concerned about heritable eye diseases. The foundation worked with veterinary ophthalmologists to devise a yearly evaluation of breeding dogs, known as a CERF exam. The phenotypic appearance of each eye is evaluated during the exam and this does not imply that an ocular disorder will not subsequently develop. Therefore, dogs with phenotypically healthy eyes are cleared for one year of breeding, but there is no genotypic clearance. Breeding dogs may show phenotypic characteristics of an ocular disorder during a future CERF exam. CERF testing requires a physical exam. The major goal of a CERF exam is to stop breeding any dogs that display potentially blinding diseases including microphthalmia, cataracts, colobomas, progressive retinal atrophy, and retinal dysplasia. Breeding and potentially-breeding dogs are typically subject to a *yearly CERF exam* as the dog ages from about 4 months to 9 years.

Source: Orthopedic Foundation for Animals

Brainstem Auditory Evoked Response (BAER) - Hearing

The hearing test known as the brainstem auditory evoked response (BAER) or brainstem auditory evoked potential (BAEP) detects electrical activity in the cochlea and auditory pathways in the brain in much the same way that an antenna detects radio or TV signals, or an EKG detects electrical activity of the heart. The response from an ear that is deaf is an essentially flat line. Each ear is tested individually, and the test usually is complete in 10-15 minutes. BAER testing requires a physical exam and a hearing test.

* Canine Degenerative Myelopathy (DM) - Neurologic

Degenerative myelopathy (DM) is a progressive disease of the spinal cord in older dogs. It begins with a loss of coordination (ataxia) in the hind limbs. The affected dog will wobble when walking, knuckle over or drag the feet. This can first occur in one hind limb and then affect the other. As the disease progresses, the limbs become weak, and the dog begins to buckle and has difficulty standing. The weakness gets progressively worse until the dog is unable to walk. Tests results are: Normal, Carrier and At Risk. DM testing requires a DNA sample.

* Hyperuricosuria (HU) - Kidney

Hyperuricosuria (HUU) means elevated levels of uric acid in the urine. This trait predisposes dogs to form stones in their bladders or sometimes kidneys. These stones often must be removed surgically and can be difficult to treat. HUU is inherited as a simple autosomal recessive defect. A mutation in exon 5 of the gene Solute carrier family 2, member 9 (SLC2A9) has been found to be associated with hyperuricosuria in dogs. HUU can occur in any breed but is most commonly found in the Dalmatian, Bulldog and Black Russian Terrier.

A DNA test for the SLC2A9 mutation can determine the genetic status of dogs for HUU. Dogs that carry two copies of the mutation will be affected and susceptible to develop bladder/kidney stones. The SCL2A9 mutation is not the sole cause of urate bladder stones in dogs. Other factors such as liver disease and diet need also be considered in clinical evaluation.

We recommend testing any dog that has formed kidney or bladder stones composed of urate or uric acid. If the dog has the mutation, then treatment modalities for Dalmatians can be used to treat the dog.

* Late Onset Ataxia (LOA) - Neurologic

Spino-cerebellar Ataxia can start showing signs as early as 12 weeks, but in most cases, symptoms occur between 6-9 months. Some may move well in a straight line, but stumble or fall when making fast turns, climbing stairs, or attempting to catch a ball. You will see signs of a staggered gait, lack of balance, rolling when running, and eventually the onset of seizures. The reported SCA cases the RF have been involved with, all have myokymia seizures, it is these uncontrollable seizures that deteriorate the quality of life and death is certain.

While there is a test available for Late On-set Ataxia we have never seen LOA in the JRT. Researchers at the University of Missouri and Animal Health Trust did not find the LOA gene mutation in the Jack Russell Terrier. While some breeders have decided to test for LOA, all have tested Normal and those are included in the Health Registry.

* Neonatal Ataxia (NNA) - Neurologic

Neonatal Ataxia is a progressive, neonatal onset, cerebellar ataxia described in Jack Russell Terriers. Similar to other ataxias, clinical signs consist of intention tremors, loss of coordination, and inability to stand and move in a forward direction.

Neonatal Ataxia is seen as early as two weeks of age. Pups get separated easily from the litter; they struggle with an uncontrolled head motion in an effort to achieve forward motion to return to the litter.

If they survive until four weeks of age, they master standing with a very wide stance and have a drunken, staggering gait, with frequently having a goose-stepping movement of the front limbs. When eating they peck their food, raising their head quickly to avoid tumbling forward. They spend most of their time and energy trying to upright themselves after falling. While they have a desire to run and play, they are unable to do so. Most pups are euthanized soon after diagnosis due to the lack of quality of life. Breeders who have experienced this horrific disease will tell you how sad it is to witness a puppy with the terrier drive and determination fail at trying to be normal.