

Sales Contract
Wind Mountain Kennels
Connie M. Strom
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(509) 427-7211

Email: windmountain@hughes.net
Web Page: www.windmountainbrittany.com

Purchaser: _____

Address: _____

Phone: _____

Email: _____

Date: _____

Purchase of: _____ **Sex:** _____ **DOB:** _____

Litter #: _____

Sire: _____

Dam: _____

Markings: _____

Selling Price/Special Conditions: _____

Pup is sold as: Pet/Companion Show Prospect Field Trial Prospect
Personal Hunting Companion Agility Prospect Obedience Prospect

- A. Health:** Puppy is guaranteed to be in good health at time of delivery. Deworming and shots will be given according to age. There is a general health guarantee of the puppy for five (5) days from the date of receipt of the puppy. It is recommended that the Buyer take the puppy to a licensed veterinarian of their choosing within the five (5) day period to determine that the puppy is healthy to the Buyer's satisfaction. If a health problem is found to exist a second opinion will be required by a veterinarian of the breeder's choice prior to resolution of the problem. If a health problem is found to exist that is due to the breeder or a problem prior to delivery of the puppy, the Buyer has the option to return the puppy for a replacement puppy of equal quality or a refund of the purchase price within this five (5) day period. This stipulation is contingent on whether the

Buyers have exercised all necessary precautions to maintain the puppy's health. Return airfare will be at the expense of the Buyer.

- B. Hip & Elbow Dysplasia:** This puppy is guaranteed against congenital hip & elbow dysplasia up until the age of 30 months. At the age of 24 months the owner of this puppy will be required to have the puppy x-rayed and certified with the Orthopedic Foundation of Animals (www.offa.org) against hip & elbow dysplasia. A copy of the certification and/or final evaluation should be provided to Wind Mountain Kennels upon receipt of the results. The Buyers shall pay all costs incurred for x-raying and certification of the above named puppy. If the puppy is found to have a congenital dysplasia the owner of the puppy is entitled to a mutually agreeable replacement puppy or a refund of one-half the original purchase price if no replacement is desired. The puppy with dysplasia MUST be spayed or neutered prior to refund or replacement of the puppy. Veterinarian signed receipt and signed photo ID of puppy must be provided to breeder prior to refund or replacement puppy being sent.
- C. Genetic diseases:** This puppy is guaranteed against all genetic diseases including congenital cataracts or inherited eye disease, genetic epilepsy, hypothyroidism, and heart murmurs. Determination of genetic disease is left to the mutual agreement of the Buyers and Breeders veterinarians. In the case of a disagreement, a mutually agreed on third opinion will be sought. OFA certification for these diseases must be done before the puppy is 36 months old to exercise this option or the guarantee is void. Guarantee is the same as for hip dysplasia.
- D. Show Quality:** If the puppy is sold as SHOW QUALITY, it is guaranteed free of any disqualifying show faults as listed in the AKC Breed Standard for showing in conformation competition. If the puppy is found to have disqualifying faults for show purposes only, then the Buyer may exercise one of the following options:
- a) A mutually agreeable replacement puppy will be provided to the Buyers at the time proof of spay or neuter is provided.
 - b) If the Buyer does not want a replacement puppy, Wind Mountain Kennel's agrees to refund one-half of the original purchase price upon receipt of proof of spay or neuter of the non-showable puppy.
- If the Buyer chooses NOT to spay or neuter on the basis of the disqualification, ALL guarantees are void.
- E. Breeding:** If this puppy is to be used for the purpose of breeding, it is understood that all guarantees will be null and void if the puppy is bred before the age of 24 months or if OFA certifications for hips, elbows and CERF (eyes) are not obtained. We also recommend OFA certification for heart and thyroid prior to breeding but do not require it as part of this guarantee.
- F.** Wind Mountain Kennels reserves the right of "First Option Back" on this puppy. This means that if during the life of the dog, the owner chooses to give the dog up for whatever reason, the breeder is to be notified first so that they may work together to seek a solution that is in the best interests of the dog. The breeder may purchase the pup back at the following percentages. Age of dog up to 1 year 50% of original purchase price, up to 2 years of age 35% of original purchase price, over 2 years 25% of original purchase price. Actual cash price paid by purchaser,

- not actual cash value of dog, determines purchase price. UNDER NO CIRCUMSTANCES shall this puppy be abandoned or delivered to a pound, animal shelter or like organization!! If purchaser sells dog to outside party without breeder being offered dog back first, purchaser will pay breeder \$1000.
- G.** It is understood that only pups sold as show/field competition and/or breeding prospects will remain intact. All others will be spayed or neutered by the time they reach 8 months of age. It is further understood that pups sold under spay/neuter contracts will be on AKC limited registration. AKC limited registration means that if this puppy is bred any offspring could not be AKC registered. The breeder will receive a copy of the spay/neuter certificate signed by the vet performing the procedure and photo record of the dog also signed by the vet performing the procedure verifying the identity of the dog. Once documentation of spay/neuter is received, purchaser will receive \$100.00 rebate in purchase price. It is also agreed that if pup is not spayed/neutered by 8 months of age breeder will make arrangements to have spayed/neutered and will notify purchaser within 48 hrs of appointment. Breeder will then pick up pup and deliver it to the vet for the procedure and will return it to the purchaser after the procedure has been performed and pup has been released by the vet. Purchaser further agrees that if breeder must have pup spayed/neutered the purchaser will be responsible for all costs incurred and will pay those costs immediately upon the return of pup, less \$100.00 rebate.
- H.** It is understood by the purchaser, that if at any time the breeder finds that said dog is being mistreated and or neglected, breeder has the right to and shall immediately repossess the dog and all registration papers. It is further agreed and understood that any and all expenses incurred by the breeder in the process of repossessing dog and/or, any veterinary treatment needed by the dog at time of repossession will be paid by the purchaser. Mistreatment and/or neglect shall be defined as but not limited to the following:
- Dog not having an adequate amount of proper food (high quality premium dog food, NOT Purina dog chow, or any generic or store brand dog foods).
 - Dog not having an adequate amount of fresh water.
 - Inadequate shelter from the weather, or unkempt living quarters.
 - Inadequate maintenance of vaccinations and wormings.
 - Chaining dog up or permitting it to run at large.
 - Improper grooming to insure health.
 - Any situation in which dog's health or safety is at unreasonable risk.
- It is understood by breeder that dogs purchased for hunting, shall be used for such, but purchaser shall use reasonable care in doing so.
- I.** It is understood that breeder will send in registration application on all pups. Purchaser & breeder will sign registration application at the time of sale. Application will be sent to AKC upon completion of the transaction which includes but is not limited to return of airline kennels, payment of shipping fees, clearing of funds, ECT. Purchaser will provide a check or money order made out to the American Kennel Club in the amount of the registration fee, or will provide the breeder with cash to cover the registration fee. It is understood that all pups

will carry the breeder's kennel name, Wind Mtn, at the beginning of their registered name. Purchaser will pick the remainder of the registered name, if breeder has not already chosen one and written it in on the papers. When purchaser chooses a name he/she will notify breeder & breeder will complete the registration application and send it in to the AKC. The purchaser may pick call name for any and all pups. The American Kennel Club will send registration certificates to the purchaser, once registration process is complete.

- J.** The undersigned recognizes this to be a legal and binding contract, and will act as such. The purchaser further agrees that he/she has read and understands all conditions of this contract and has received a copy of the same. Any changes are to be made in writing, signed and agreed upon by both parties. No other guarantees are given or implied other than those set forth in this contract, with the limitations listed herein.
- K.** It is agreed and understood that if breeder must take legal action of any kind to enforce any part of this contract, purchaser will be responsible for and required to pay for any and all costs incurred therein and will be bound by the laws of the State of Washington.

Breeder **Date**

Purchaser **Date**

Witness **Date**