

REDSAGE WELSH SPRINGER SPANIELS

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Sales Agreement for a Companion Puppy/Dog Non-Breeding Agreement with Limited AKC Registration

This sales contract is executed on the _____ day of _____, 2011 by and between Katherine J. Dahlstet (herein known as "Seller") and _____, (herein known as "Buyer") in regards to the sale of a Welsh Springer Spaniel puppy; gender Male (herein known as "Puppy" or "Dog") whelped on September 10, 2011 and the parents being:

Sire: CH _____

Dam: CH _____

Puppy's AVID (Microchip) # _____

THE PUPPY IS BEING SOLD AS A COMPANION WITH THE UNDERSTANDING THAT IT IS NOT TO BE BRED AT ANY TIME OR UNDER ANY CIRCUMSTANCES.

AKC LIMITED REGISTRATION WILL BE ISSUED TO THE PUPPY WHICH WILL PREVENT THE REGISTRATION OF ANY PUPPIES FROM A LITTER FROM THE PUPPY UNLESS THE REGISTRATION IS CHANGED TO **AKC FULL REGISTRATION** BY THE SELLER. DOGS WITH LIMITED REGISTRATIONS ARE NOT ALLOWED TO BE SHOWN IN CONFORMATION SHOWS OR BE BRED, BUT ARE ELIGIBLE TO COMPETE IN OBEDIENCE TRIALS, AGILITY, HUNT TESTS AND OTHER AKC PERFORMANCE EVENTS.

I. GENERAL CONTACT TERMS

The puppy is being sold for the amount of \$1,500.00. The deposit of \$500 is deducted from the final payment made at the time of pick up, or received prior to shipping.

A. Conditions of Full Refund

The Seller agrees to refund full purchase price if:

1. The Buyer is in any way not satisfied with this puppy and contacts the Seller regarding the intent to return the Puppy within 72 hours of the buyer taking possession of the Puppy. In this instance, the Buyer and the Seller will split the return shipping costs.
2. Any unsoundness or serious physical defect is noted by a licensed Veterinarian within 72 hours of the Buyer taking possession of the Puppy. The Seller must be notified of the intent to return the Puppy within 72 hours of the Buyer taking possession of the Puppy. The Veterinarian which examined the Puppy must provide written documentation of the defect to be given to the Seller upon return of the Puppy. The Seller retains the right to have any noted serious defect or unsoundness to be verified by a licensed Veterinarian of her choice within 7 days of the return of the puppy by the buyer. If said defect cannot be verified, a second veterinarian will be consulted by the Seller within the next 7 days. Should neither Veterinarian find the defect or unsoundness to be present, the Seller can deduct the cost of one or both verification exams and related tests, as well as any return shipping costs from the full refund.

Under any condition, a refund will be made ONLY after the Puppy is returned to the Seller, and received in reasonably similar condition as when it was delivered.

B. Conditions of Partial Refund

The Seller agrees to refund 50% of the original price of the Puppy within 3 months of notification by a licensed Veterinarian, in writing, should the Puppy be found to have the following condition(s) prior to 30 months of age:

1. Idiopathic epilepsy as confirmed at a university veterinary school after ruling out poisoning, tumor or trauma, and after the following minimum blood work has been done: Blood glucose for diabetes or hypoglycemia, complete (OFA or Michigan) thyroid panel, liver and kidney function, and heavy metals. All tests will be done at the expense of the buyer.
2. Unilateral (one side) or Bilateral **Severe**, hip dysplasia between the age of 24-26 months of age. The dog must be x-rayed for evidence of hip dysplasia by a licensed veterinarian. The x-rays must be submitted to the Orthopedic Foundation for Animals (OFA) for evaluation. This will be done at the expense of the buyer.

NOTE: With the above conditions the puppy/dog may be kept by the buyer. If the buyer chooses not to keep the puppy/dog due to these conditions, the puppy/dog may be returned to the Seller but cannot be given, sold or bartered to any other person or group. The Buyer will be further reimbursed for 50% of the shipping cost once the puppy/dog is received by the Seller.

II. CONDITIONS OF OWNERSHIP

- A.** At any point during its lifetime, should the Buyer not be able to keep the Dog for ANY reason not described above, the Dog and its signed AKC registration papers are to be returned to the Seller. Also;
1. The Dog cannot be sold, given, leased or bartered to any other person, group or entity at any time other than back to the Seller. The Seller will not refund the purchase of the Dog, however, the Seller will give the Buyer any monies from any resale of the Dog, less any costs accrued to the seller due to the return of the Dog to the Seller.
 2. In the case of death or disability of the Buyer(s), they may designate a close friend or family member that they prefer take the dog. The Buyer(s) can request that person contact the Seller to have priority for re-homing of the dog. The Seller will place the dog with said person if they offer a suitable home. There will be no cost other than any shipping, boarding or other charges which may accrue during transition.
- B.** The Buyer agrees to have the Puppy examined by a licensed veterinarian within 72 hours of the Buyer taking possession of the Puppy.
- C.** The Buyer agrees to complete at least one 'puppy kindergarten' basic class and one beginner obedience course with this puppy before the puppy's first birthday.
- D.** The Buyer agrees to maintain regular contact (at least yearly) with seller and include the following: health information, training progress, any questions or problems, and photos of their dog. This information is invaluable to the seller in evaluating their breeding program.
- E.** The Buyer will have the Puppy spayed/neutered by 12* months of age and provide documentation thereof to the Seller by 12 months of age. Upon receipt of proof of Spay or Neuter, the AKC Limited Registration papers will be released to the Buyer.
- F.** The Buyer agrees to the following for the remainder of the Puppy's life:
1. To care for the Dog humanely (including adequate food, shelter, water, weekly grooming, annual health checks, appropriate vaccinations and parasitic preventatives plus other standard veterinary care as needed), and to license the him/her in accordance with the laws in the jurisdiction in which the buyer resides. Buyer agrees to keep the Dog as a house pet to be exercised in a fenced yard or on a leash and not to be free to roam unattended. The dog is to be allowed to live in the family home and not be isolated from the family by being kept exclusively in a kennel, run or tied outside. If the dog is being neglected by prolonged isolation from the family, the dog must be returned to the seller.

2. To perform minimum grooming and thereby contribute to the health of the dog. A weekly brushing of the coat and cleaning of the ears with teeth to be brushed 3 x week. Nails will be trimmed and the dog will be bathed every other week. Trimming of adult coat should occur monthly to maintain a neat appearance and avoid collecting dirt, burrs and mats.

3. At every annual Veterinary exam from age 2 to age 6, or additionally as indicated by your Vet, a full thyroid panel should be run and a dental cleaning performed.

6. Feed the Puppy a complete and balanced "Premium" commercial dog food. The premium brands will require no supplements, added vitamins or oils and are made from higher quality, more nutritious ingredients than standard (grocery store) brand foods. Puppy formula food, either standard or Medium breed specific should be fed until 10 to 12 months of age. "Large Breed" adult formulas are not appropriate for Welsh Springer Spaniels.

MALE WELSH SPRINGER SPANIEL PUPPIES may need to be changed to an adult food, or Large Breed PUPPY food from 3 to 10 months of age to avoid overgrowth of some bones and joints. Watch the "ankle" joints on the front legs for signs of the front feet 'turning out'. If suspected, change foods right away and avoid exercise on paved surfaces or extensive jumping for 2 to 3 months.

G. The prefix of the Puppy's AKC registered name shall be "Redsage" with the remaining letters to be of the Buyers choice. The remaining letters will be selected by the Seller for puppies not homed by 4 months of age.

III. AGREEMENT FOR HEALTH DISCLOSURE

A. The Buyer is required to have the following specific health tests performed and all results reported to the Seller. Between 12 – 24 months of age, the eyes of the Dog are to be examined by a Board Certified Veterinary Ophthalmologist and the results filed with CERF - Canine Eye Registry Foundation. (These exams are often available at a discount at AKC shows.) Between 24 and 26 months of age the dog is to be x-rayed for evidence of hip and elbow dysplasia by a licensed veterinarian and the x-rays must be submitted to the Orthopedic Foundation for Animals (OFA) for evaluation. These tests are to be completed at the expense of the Buyer.

B. The Seller is to be advised when the dog's life ends and the cause. The dog is to be returned to the Seller instead of being euthanized if no longer convenient for the Buyer to keep and maintain if under 10 years.

III. DISCLAIMER/CHOICE OF LAW

Genetics cannot be guaranteed, therefore the Seller makes no representations, warranties or guarantees other than those described above regarding the health, temperament or level of performance of the Puppy/Dog.

In the event of a dispute over the terms of this Agreement or the sale of the Puppy/Dog, Utah will be the state having jurisdiction over the matter and Utah law will control the resolution of any dispute.

Signature below indicates that all parties agree with the terms outlined above.

Seller: _____ Date: _____

Buyer: _____ Date: _____

Address: _____ City _____

State: _____ Zip Code _____ Home Phone: _____

Cell Phone: _____ Email: _____