

***** This Contract is only a sample. The actual Contract that would be signed when purchasing a puppy will be mailed out after we are certain we have a puppy available for you from the current litter and you are ready to put down a deposit. This contract is subject to change between now and when we have our first litter in 2013. *****

Cryslen Welsh Springer Spaniels
Crystal Nolen

<http://www.cryslen.com>
crystal@cryslen.com

Sales Agreement – Pet/Companion Puppy

This is a contract made and entered into this _____ day of _____, 20____ by and between Crystal D. Nolen/Cryslen Welsh Springer Spaniels (herein known as "Seller") and _____ (herein known as "Buyer") in regards to the sale of a male/female Welsh Springer Spaniel Puppy (herein known as "Puppy") whelped on _____.
AKC Registration No. _____ AKC CAR Microchip # _____
Sired By: _____ AKC # _____
Out Of: _____ AKC # _____

That for and in consideration of the mutual promises contained, and the covenants, conditions and terms hereof, the parties agree as follows.

General Conditions of Contract

This Puppy is being sold as a companion with the understanding that he is not to be bred under any circumstances at any time. AKC limited registration prevents the registration of any puppies produced by this Puppy. Dogs with limited registration are not allowed entry into Conformation shows, but are eligible to compete in obedience and agility trials, tracking tests and hunting tests.

This Puppy is being sold for a total amount of \$XXXX of which the deposit of \$400 is deducted from the final payment made at the time of pick up. If we are unable to place a Puppy with you due to our inability to provide you with a healthy Puppy at 9 weeks of age or if the Buyer or Seller should change their mind at any time before the Puppy goes home, then the deposit will be returned to the Buyer. The balance of the Puppy purchase price (\$XXXX) is due via cash or Cashier's check prior to the Puppy leaving Crystal Nolen's residence.

The Puppy will be registered with the American Kennel Club at the date and time that the Buyer takes possession of the Puppy. The Puppy will be registered with the AKC name that has been

agreed upon between the Seller and Buyer using the kennel prefix "Cryslen's" and the theme "_____".

Should the Buyer need to place the above Puppy for any reason, the Puppy, its signed AKC registration papers, and health information including rabies certificate and tag, are to be returned to the Seller. The Seller will not refund the purchase price of the Puppy, but The Seller will return to The Buyer any monies from resale, less any costs accrued to the Seller due to the Puppy's return. Buyer agrees not to sell, trade, lease out, euthanize (except under emergency conditions to end suffering), or give away the Puppy without the written permission of the Seller. The dog is not to be placed with a third party or animal shelter under any circumstances.

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 Puppy. The Buyer(s) can request that person contact the Seller to have priority for re-homing of the Puppy. The Seller will place the Puppy 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.

Conditions of refund of full purchase price:

The Seller agrees to refund the full purchase price if:

1. The Buyer is in any way not satisfied with this Puppy and contacts the Seller within 72 hours of the Buyer taking possession of the Puppy.
2. Any unsoundness noted by a licensed veterinarian within 72 hours of the Buyers taking possession of Puppy.
3. Further, both parties agree that:
 - a. Full refund will be made after the Puppy is returned to the Seller, and received in reasonably similar condition to when it was delivered.
 - b. If the Puppy is returned due to illness, a letter from the veterinarian is required.
 - c. Buyer shall assume all veterinary expense.
 - d. Buyer and Seller will split the return shipping costs.

Conditions of Partial refund:

1. The Seller agrees to refund 50% of the original purchase price within three months of notification from a licensed Veterinarian in writing of the above Puppy being found to have either of the following conditions prior to 26 months of age:
 - a. **Moderate** or **Severe** bilateral hip dysplasia as diagnosed by OFA between the ages of 24-26 months.
 - i. No refund for hip dysplasia will be given if the Puppy has been allowed to be overweight or inappropriately exercised as described below under **Conditions of Ownership**.
 - ii. The Puppy 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.
 - b. idiopathic epilepsy as confirmed by a licensed veterinarian following a full health workup (blood tests to include hypoglycemia/diabetes; thyroid function--T3, T4, TSH; check for heavy metals) plus the ruling out of poison, tumor, or trauma as the cause of the symptoms.
2. All veterinary exams, tests and X-rays will be done at the expense of the Buyer.

3. Upon the finding of either occurrence the Buyer shall spay/neuter the Puppy and provide written evidence of spay/neuter to the Seller.
4. Buyer may keep or return the original Puppy, but the Puppy cannot be given, sold or bartered to any other person or group. After the Seller receives that Puppy back, the Buyer will be reimbursed 50% of the shipping costs.
5. No refund will be given if the Puppy has been previously bred against the agreements in this contract.

These guarantees apply to the original Buyer only and are NOT transferable. Seller reserves the right to a second veterinarian's opinion of Seller's choosing. A full veterinary examination and report, to be paid for by the Buyer, which includes x-rays, test results and blood work, must be supplied to the Seller and Seller's choice of veterinarian, upon request.

Conditions of Ownership

Spaying/neutering is required between 6 months and 18 months of age. The Seller highly recommends waiting until after female dogs have come into season the first time before Spaying and until male dogs are 14 months old before Neutering to ensure proper growth, which requires certain hormones that are removed from the body when the Puppy is reproductively altered. Buyer is responsible for any accidental breedings. If the Buyer does NOT feel they can handle an intact dog, they should have them spayed or neutered as soon as possible after they turn 6 months old. **Any breeding of the above mentioned Puppy, accidental or otherwise, will result in all guarantees in this Contract becoming null and void and constitutes breach of contract.**

The Buyer agrees:

1. to maintain regular contact (at least every six months) with the Seller and include the following: health information, training progress, any questions or problems, and photos of the Puppy. We ask that you fill out a yearly health survey. This information is invaluable to the Seller in evaluating their breeding program.
2. to inform the Seller when the Buyer moves or changes phone numbers for the life of the Puppy.
3. that he or she is not acting as an agent in the purchase of the above identified Puppy.
4. to have this Puppy examined by a licensed veterinarian within 72 hours of the Buyer taking possession of the Puppy.
5. to follow Dr. Jean Dodds' Vaccination Protocol for Dogs, a copy of which will be sent home with the Puppy (or on a schedule prescribed by a licensed veterinarian) to vaccinate this Puppy against distemper, parvovirus and rabies. It is strongly recommended that the Buyer avoid any **unnecessary** vaccinations.
6. to maintain this Puppy on heartworm preventive during mosquito season (follow your veterinarian's advice) with an annual blood check for the presence of heartworms.
7. to have this Puppy checked for the presence of intestinal parasites at least twice before 16 weeks of age and at least yearly thereafter.
8. to perform the following health tests, make all results public in the OFA/CERF databases and report all results to the Seller:
 - a. have an ACVO canine ophthalmologist perform a CERF eye exam between 12-26 months of age and submit the report to CERF (cost for exam is around \$35-50 and cost of registration with CERF is \$12)

- b. collect blood for a thyroid panel between 18-26 months of age and submit the blood to an OFA approved lab for evaluation (cost for a thyroid panel is \$75-150 while the cost of OFA submission is \$35 for the thyroid panel)
 - c. X-ray hips and elbows for this Puppy between 24-26 months of age and submit the x-rays to OFA for evaluation (cost for elbow/hip x-rays \$150-350 while the cost of OFA evaluation is \$35 for combined hips and elbows.)
9. to have all family members read the books "Before You Get Your Puppy" by Dr. Ian Dunbar and "After You Get Your Puppy" by Dr. Ian Dunbar (provided by Seller upon receipt of signed contract and deposit). All family members must be **TOTALLY FAMILIARIZED** with the methods given in these two sources and agree to use them with this Puppy.
10. to attend and complete group Puppy obedience classes which utilize positive reinforcement training methods that start by the time the Puppy is between 12 and 16 weeks of age (and do not participate in any training classes which promote/advocate yelling at, hitting or jerking the Puppy).

The Buyer agrees to the following for the remainder of the Puppy's life:

1. care for this Puppy humanely (including very high-quality food (See #2 below), shelter, water, exercise, veterinary care) and to license this Puppy in accordance with the laws in the jurisdiction in which the Buyer resides.
2. feed the Puppy a raw diet, home-cooked diet or dog food from the Whole Dog Journal's List of Approved Dry Foods and/or List of Approved Wet Foods (a copy of each list is attached).
3. maintain the Puppy's proper weight as advised by a licensed veterinarian. Allowing the puppy to become obese renders all guarantees in this Contract null and void. Look at the attached document called "How to Evaluate Your Dog's Weight".
4. NOT to jog with the Puppy, bike with the Puppy running along beside you, put the Puppy on a treadmill, or exercise on hard surfaces before two years of age. We recommend free running in an enclosed area, walks on leash, short hikes, games of fetch and swimming to exercise puppies under two years old.
5. keep this Puppy as a house pet to be exercised in a fenced yard or on a leash and not to roam free unsupervised.
6. never to allow the Puppy to ride in the bed of an open pickup truck.
7. never to use a choke chain, pinch collar or shock collar on said Puppy without the written permission of the Seller.
8. not to neglect or mistreat the Puppy in any manner. If the Puppy is being neglected or mistreated, the Puppy must be returned to the Seller.
9. never to restrain the Puppy by chaining to a stationary object (tree, post, etc.).
10. NOT to register the Puppy with any other dog registry besides the American Kennel Club without the written consent of the Seller.

When the cause of death is unknown, an autopsy must be performed at the Buyer's expense and a written report must be sent to the Seller.

Disclaimer

The Buyer's remedy for the breach of any aforementioned guarantee is limited to the purchase price of the Puppy on this Contract.

The Seller is not financially responsible for any veterinary costs in regards to hip dysplasia, elbow dysplasia, hypothyroidism, epilepsy, eye anomalies or any other health problems which the above named Puppy may have or develop. Seller is in no way legally or financially responsible for any damage or destruction that may be caused to person or property by this Puppy. Seller does not assume any liability for any injury to said Puppy after purchase.

Choice of Law

The Buyer and Seller agree to settle all legal disputes in the state and county of the residence of the Seller at the time of filing.

The Buyer agrees to compensate the Seller for any legal expenses incurred in a dispute over the Puppy in which the Seller prevails.

Any alterations of this contract must be done in writing and signed by all parties.

The Seller neither makes nor implies any warranties or guarantees, expressed or implied, other than those written in the Agreement. The document constitutes the entire Agreement between the Seller and the Buyer with respect to this sale. The Buyer's and Seller's signatures below indicate that all parties have read, understand and are in total agreement with the above stated sales contract.

_____	_____
Seller's signature	Date

Seller's printed name	
_____	_____
Buyer's signature	Date

Buyer's printed name	

Buyer's address	

Buyer's phone number	