

****** This Contract is only a sample. The actual Contract that would be signed when purchasing a puppy would be customized to fit the situation after we are certain that there is a puppy for you in the current litter and you are ready to put down a deposit. This contract is subject to change. ******

Cryslen Welsh Springer Spaniels
Crystal Nolen

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

Sales Agreement- Show/Breeding Prospect 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", "Dog" or "Bitch") 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 free of all disqualifying faults for its breed. However, the environment the puppy is raised in will affect its show career, and the dog is not guaranteed to win in the show ring. If in the opinion of the breeders, the dog is not able to be shown successfully in conformation, this show contract will be converted to a pet contract and the co-ownership agreement will be dissolved, pending receipt of veterinarian proof of spay/neuter. No refund will be provided to the Buyer under these circumstances. The dog is to remain in the Buyer's home as a family companion for the rest of its natural life, regardless of the outcome of the puppy's show career.

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 Breeder will stay on as co-owner of this female/male puppy until she/he has finished her/his AKC Championship and had her/his health tests completed. At that time, the breeder will sign the dog over to the Buyer.

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.

Further, both parties agree that:

- a. Full refund will be made after the return of the Puppy 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 replacement puppy:

The Seller agrees to replace the Puppy with another show/breeding prospect within one year of notification of a licensed Veterinarian in writing (the Buyer may keep or return the original Puppy), should the Puppy be found to have any of the following conditions prior to 26 months of age.

1. Hip Dysplasia or Elbow Dysplasia as diagnosed by The Orthopedic Foundation for Animals ("OFA"). The Buyer agrees to have the hips of the Puppy evaluated by the OFA between 24-26 months of age (Buyer may have preliminary evaluations prior to this time).
2. Entropion, PRA, cataracts, or distichiasis (to such a degree that the Puppy should not be bred), as confirmed by a board certified Veterinary Ophthalmologist. Buyer agrees to have the eyes of the Puppy examined by a Veterinary Ophthalmologist any time between 12-26 months of age.

3. 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 thyroid panel, Liver and kidney function, and heavy metals.
4. Autoimmune thyroiditis as diagnosed by a Full OFA Thyroid Panel by an OFA approved laboratory.

If a show/breeding quality puppy is not available within one year, the original cost of the Puppy will be refunded to the Buyer. Should this dog be bred prior to receiving all health clearances (OFA hips, elbows, and thyroid; and CERF for eyes), then the Seller is under no obligation to replace the above named puppy should it not pass any of its health clearances.

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

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 check this Puppy 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:
 - e. have an ACVO canine ophthalmologist perform a CERF eye exam between 12-26 months of age and submit the report the CERF (cost for exam is around \$35-50 and cost of registration with CERF is \$12)
 - f. 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 evaluation is \$35 for the thyroid panel)
 - g. 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" 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 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 when 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. keep this Puppy as a house pet to be exercised in a fenced yard or on a leash and not to roam free unsupervised.
4. never to allow the Puppy to ride in the bed of an open pickup truck.
5. never to use a choke chain, pinch collar or shock collar on said Puppy without the written permission of the Seller.
6. 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.
7. Never to restrain the Puppy by chaining to a stationary object (tree, post, etc.).
8. 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, a necropsy must be performed at the Buyer's expense and a written report must be sent to the Seller.

The buyer agrees not to use this dog for breeding purposes unless all of the following conditions are met:

1. The Puppy has the following health clearances:
 - a. Hips checked by The Orthopedic Foundation for Animals ("OFA") and considered to be "Excellent," "Good," or "Fair", and
 - b. Elbows checked by The Orthopedic Foundation for Animals ("OFA") and considered to "Normal"; and
 - c. The Puppy must have its eyes examined (CERF) within one (1) year prior to any breeding; and
 - d. Thyroid functioning must be tested normal by OFA thyroid panel within one year of each breeding; and
2. The Puppy must have been awarded an American Kennel Club Championship title.
3. If the Buyer fails to comply with these terms he/she must pay to the Seller liquidated damages in the sum of One Thousand Dollars (\$1,000.00).

If/When the above named Puppy is bred:

The Buyer agrees that all puppies produced from the breeding of this Dog will be placed/sold with contracts. The contracts are to include the following minimum requirements:

1. the statement from the bitch owner/breeder: "Should this puppy need to be re-housed for any reason, it is to be returned to the bitch owner/breeder."
2. the puppy and owners will attend and complete puppy training or one set of basic obedience classes which utilize positive reinforcement training methods prior to 6 months of age.
3. the puppy will receive all of its necessary vaccinations as indicated by a veterinarian (rabies shots must be administered by a licensed veterinarian).
4. the puppy will have its hips and elbows x-rayed and evaluated by OFA between 24-26 and blood drawn for a full thyroid panel and OFA submission between 18-26 months of age. All test results (OFA hip, OFA elbow, and OFA thyroid) shall be made public on the OFA website, regardless of if they are normal or abnormal. The puppy should also have a CERF eye exam between 12-26 months of age to be submitted to CERF for inclusion in their database. All test results shall also be reported to the stud dog owner and breeder.
5. the following statement: "Puppy buyer agrees to care for this dog humanely (including adequate food, shelter, water, and veterinary care) and to license this dog in accordance with the laws in the jurisdiction in which the buyer resides. Buyer agrees to keep this dog as a house pet to be exercised in a fenced yard or on a leash and not to be free to roam unattended."

If a female, the Buyer agrees to:

1. obtain the Seller's approval of stud dogs.
2. provide adequate and proper stimulation and socialization and healthy/sanitary conditions for the puppies as directed in the book "How to Raise a Puppy You Can Live With".
3. provide each puppy owner with a copy of the books, "Before You Get Your Puppy" or "After You Get Your Puppy" by Dr. Ian Dunbar prior to the new owners receiving the puppy. The new owners MUST read these books PRIOR to getting the puppy.
4. send a list of names, addresses, phone numbers and email addresses of the owners of the puppies produced by this Bitch to the Seller.
5. maintain regular contact with the puppy owners (at least every six months) and to relay any and all pertinent information regarding health, temperament, and training to the seller.
6. breed the Bitch no more than four times in her lifetime.

If a male, the Buyer agrees to:

1. allow free stud service to any Welsh Springer Spaniel bitch owned or co-owned by Crystal Nolen. Crystal Nolen assumes any other financial expenses incurred in getting her bitch(es) bred.
2. breed the Dog no more than 10 times without written permission from Crystal Nolen.

In order to make the Puppy successful in the show ring, the Buyer agrees to:

1. maintain this dog in show condition which includes proper nutrition, training and continuous socialization to a variety of people and places.
2. show the Puppy in no less than 20 shows where AKC points are awarded (or until it receives an American Kennel Club Championship title) before the Puppy reaches 3 years of age.
3. groom the Puppy at least every other week including bathing, stripping out undercoat, clipping or grinding down nails, and trimming and clipping coat as needed in order to keep the Dog in show condition.

4. maintain the Puppy's optimal weight as appropriate for the show ring. Also, look at the attached document called "How to Evaluate Your Dog's Weight" for guidance. Allowing the puppy to become obese renders all guarantees in this Contract null and void.
5. exercise the Puppy appropriately for its 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. Do not jog with the Puppy, bike with the Puppy running along beside you, put the Puppy on a treadmill, or exercise the puppy on hard surfaces before two years of age.

If not already a member of WSSCA, Inc., The Buyer agrees to join the Welsh Springer Spaniel Club of America within 6 months of acquiring this dog and to maintain WSSCA membership for as long as the Buyer owns a Welsh Springer Spaniel.

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, express 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