

# PUPPY CONTRACT

Pioneer Kennel

Vicki Wood

[132 SE 10 Rd](#)

[Great Bend, Kansas 67530](#)

[601-550-0418](#)

[pioneerpudelpointers@yahoo.com](mailto:pioneerpudelpointers@yahoo.com)

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

Buyer name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

AND

Seller: Pioneer Kennel, owned and operated by Vicki Wood, Great Bend, KS 67530

The dog sold pursuant to the terms of this agreement is as follows:

## Section 1: Description of Dog

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

Breed: Pudelpointer      Sex: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Color:    Brown    Black

Sired by: \_\_\_\_\_ NAVHDA#: \_\_\_\_\_

Dam: \_\_\_\_\_ NAVHDA #: \_\_\_\_\_

## Section 2: Amount and Payment o Purchase Price

1. The purchase price for the dog described in Section 1, shall be the amount of \$\_\_\_\_\_, paid to the seller no later than six weeks of age.
2. Payment may be made by personal check, money order, cashiers check, or bank to bank transfer. Payable to Vicki Wood.
3. A boarding fee of \$25 per day will be charged for each day the Dog is boarded by the Seller past the agreed pick up/delivery date.
4. In the event that the Dog is not available due to sickness, death, or any other circumstances owing to the fault of the Seller, the Buyer's money will be refunded in full.
5. Buyer acknowledges and agrees that Buyer will forfeit any rights to the dog if Buyer fails to complete the Purchase of the dog by or before the date of pickup or shipment for any reason. In such event, seller shall be free to sell the dog to another party.

## Section 3: Seller's Representations and Warranties

Seller represents and warrants to buyer that:

As of the date of this agreement, seller guarantees that Dog is sound and free of communicable and life-threatening diseases or disabilities (i.e., heart murmurs, parvo, etc.) for 72 hours after delivery to the buyer. Buyer has 72 hours from the date of delivery to have Dog examined by a licensed veterinarian, and to personally inspect the dog. If a veterinary examination determines the dog to have any life-threatening diseases or disabilities, the Buyer must contact the Seller immediately.

Seller has the right to request a second opinion from a non-associated veterinarian.

1. Seller has taken steps necessary to ensure that the Dog is current on all vaccinations and deworming as per veterinary guidelines for age of Dog as of sale date as stated on page 1 of this agreement.
2. Seller guarantees the dog against any major genetic defects ( for example, hip dysplasia, epilepsy, etc.) up to 26 months of age. Genetic defects, if discovered, must be stated by a licensed veterinarian's report. If a major genetic fault is deemed hereditary by Seller the Buyer shall have one of the following two options:
  - a. Returning the Dog to the Seller for a full refund.
  - b. Keep the Dog and the Seller will pay up to the cost of the Dog towards medical bills and/or one surgery. Seller will not recognize hip x-rays, either PennHip or OFA, done before 18 months of age. Hip guarantees are null and void if dog is spayed or neutered before 2 years of age.
3. Seller guarantees that the dog is a purebred dog, offspring of the purebred sire and purebred dam set out in Section 1 of this agreement.
  - a. Seller is the legal and true owner of the dog and that Seller has full right and authority to sell the Dog.
  - b. The dog is being sold free and clear of any lien, security interest, charge or other encumbrances.
  - c. Seller makes no guarantees regarding accidental death, theft, or sickness due to lack of vaccinations or proper care while in custody of the buyer.
  - d. Seller reserves the right to refuse the sale of one of their puppies to anyone.

#### **Section 4: Registration and Pedigree Papers**

1. Buyer agrees that the Dog will be registered under the Kennel name of the seller.
2. Upon payment in full of the Purchase Price, Seller shall provide the following to the Buyer.
  - a. NAVHDA registration
  - b. Buyer shall be responsible for reviewing personal information of registration and noting any necessary corrections.
  - c. The Dogs NAVHDA registration will be marked "Not Certified for Breeding (NCFB). If Buyer wishes to lift this restriction, Buyer must follow guidelines set forth by the North American Pudelpointer Alliance (NAPPA) and myself which currently states:
    - \*Males must prize in NAVHDA Utility test. Foreign or other equivalent test may be substituted.
    - \*Females must score 105 or higher in a NAVHDA Natural Ability test or prize in a NAVHDA Utility test.
    - \*Certified to be free of hip dysplasia with a passing score for breeding. Certification from PennHip or OFA required.
    - \*Free of any temperament disorders (i.e., gun shy, aggression of any type, etc.)
    - \*Free of genetic defects (i.e., overbite, undershot, entropion/ectropion eyes, cow hocked, epilepsy, etc.)
    - \*Breeding dogs must have furnishings on face.

Upon proof of satisfaction of all breeding requirements, Buyer may contact Seller and Seller will pay the \$25 fee to Revoke Breeding Restriction to Buyer. NAVHDA will send Buyers new papers with breeding restriction lifted.

#### **Section 5: Buyer's Responsibilities**

1. Buyer agrees to be responsible in providing a healthy home environment for Dog, including but not limited to:
  - a. Proper, secured space
  - b. Plenty of exercise
  - c. Discipline, including proper socialization
  - d. Proper nourishment and healthcare
2. Buyer assumes full responsibility for the Dog pertaining to injury or damage to person or property, once the dog leaves the Seller's premises.
3. Buyer agrees that the Dog described in Section 1 shall not be sold to any other party without first informing the Seller listed in the agreement. In the event Buyer wishes to sell previously mentioned dog, Seller must be given first option to make a reasonable offer of purchase.
4. Buyer agrees that under NO CIRCUMSTANCE will they ever place the Dog in an animal shelter, puppy mill, or research facility.

**Section 6: Venue, Applicable Law and Attorney Fees**

This agreement is mutually stipulated to have been entered into Barton County, Kansas regardless of where it has been signed. Buyer and Seller agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall lie in Barton County, Kansas and that this agreement shall be interpreted in accordance with the laws of the state of Kansas. In the event legal action is taken to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorney fees and costs.

**Section 7: Invalidity**

If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

The buyer has read and understand the foregoing and agrees that all parts of this contract or a binding agreement with the seller.

Sellers signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-seller's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Buyer's signature: \_\_\_\_\_ Date: \_\_\_\_\_