

STRUTTING GROUSE BIRD DOGS

Remarkable American Brittanys



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Puppy/Dog Purchase Contract

THIS IS A LEGAL AND BINDING CONTRACT. PLEASE READ CAREFULLY

THIS AGREEMENT made the _____ day of _____, 20____ by and between the following parties: Jason Robinson (breeder), hereafter referred to as "Seller," and _____, hereafter referred to as "Buyer."

UPON PAYMENT of the sum of \$_____ ("Purchase Price"), paid to Seller by Buyer receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following puppy or dog ("Dog") to Buyer:

Breed: _____ Date of Puppy/Dog Birth: _____

Dog Sex: Male () Female () Color/Markings: _____

Sire: _____

Dam: _____

AKC PAPERS will be given when price of the Dog is paid in full. In addition, the remainder of this contract will be completed, and Buyer will sign page 4 acknowledging receipt of the Dog.

BOTH PARTIES accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog. **I understand and agree to all Terms and Conditions.**

Buyer's Signature: /S/ _____ Date: _____

Buyer's Name (please print): _____

Buyer's Address: _____

Buyer's E-mail: _____ Buyer's phone: _____

Seller's Signature: /S/ _____ Date: _____

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

BUYER HAS PAID a deposit of \$_____, with payment of the balance of \$_____ due upon release of the Dog to Buyer. The expected delivery date is _____, or such other date as the parties may mutually agree.

Payments may be made by cash or PayPal, No personal checks

BUYER ACKNOWLEDGES and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

- a) Buyer fails to complete the purchase of the Dog, or
- b) Buyer fails to pay the balance of the Purchase Price within 7 days of the agreed delivery date.

In either event, Seller shall be free to sell the Dog to another party.

IN THE EVENT that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either:

- 1. refunded, or
- 2. transferred to the next litter of puppies.

A boarding fee of \$15 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.

2. Transfer of Ownership and Registration

UPON PAYMENT in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer.

3. Seller's Representations and Warranties

SELLER REPRESENTS and warrants to Buyer that:

- 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 encumbrance.
- c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam.
- d) The Dog is in good health and free of communicable diseases at the time of this sale.

Buyer has 2 days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the licensed veterinarian, for a full refund within 5 days of delivery date. Failure by Buyer to have the Dog examined within 2 days and notify the Seller within the 5 day period will nullify this warranty. If Buyer chooses to keep the Dog, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.

Buyer's Initials_____

- e) This Guarantee does NOT cover all health risks associated with ownership of a Brittany breed. Seller will NOT replace the Dog due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Brittany breed, and understand the health issues they can possess. Buyer is responsible for all medical costs of the Dog. This guarantee covers only the original Buyer and is not transferable.
- f) Your puppy has been vaccinated and de-wormed. The Dog has received its first round (3 additional rounds are needed) of vaccinations against Canine Distemper, Canine Parvovirus Type 2b, Canine Parainfluenza, Canine Adenovirus Type 2; Coronavirus, Bordetella (kennel cough), and Leptospirosis need to be administered at an older age. The Dog has been de-wormed with fenbendazole (Safe-guard). We strongly recommend the Dog be given preventative heartworm medication (ivermectin). The seller has taken all precautions to prevent medical complications and is in no way responsible if the Dog becomes ill due to any bacteria, viruses or diseases. Please take great care with the Dog to avoid contact with bacteria, viruses, and diseases. You will be given a vaccine and de-worming record for the Dog. Please discuss follow up vaccinations and other health concerns with your certified veterinarian.
- g) If at any time for any reason in the future the buyer decides he/she is unable or unwilling to care for or keep the Dog, the Buyer must offer the seller the first chance to take the Dog back (first right of refusal). If the Seller is unable to house the dog at that time, the Seller may work with the Buyer to find a suitable new home. The Dog shall not be euthanized or placed in a dog shelter or rescue association.

4. Fitness of Purpose

THE DOG WAS BRED as a companion animal, and Seller does not provide any warranty or guarantees as to the Dog's fitness for any specific purpose, including: obedience trials, show ring performance, field or hunting trials, hunting abilities, and/or breeding purposes. Strutting Grouse Brittanys have a strong natural pointing instinct, this natural pointing instinct must be fostered with proper training; the seller is not liable for dogs that have not had the natural pointing instinct fostered through proper training. The Seller does not provide any warranty or guarantees as to the Dog's lifelong fitness and health due to the vast number of genetic genotypes and phenotypes that can be displayed by healthy puppies and dogs. For this reason, the Seller will not offer any refunds for any dog after five days from delivery to Buyer.

5. Buyer's Representations

BUYER REPRESENTS to Seller that:

- a) Buyer will provide the Dog an active lifestyle with daily exercise.
- b) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.
- c) Buyer will keep the Dog in an enclosed area of adequate size (i.e. fenced backyard), and will not allow the Dog to roam at will. Buyer will NOT keep the Dog chained or tethered or permanently house the Dog in a kennel.
- d) Buyer will provide the Dog with nutritious food (we recommend Diamond Natural Extreme Athlete or equivalent) and necessary veterinary care, including de-worming, heartworm prevention and regular vaccinations, including Canine Distemper, Canine Parvovirus, Canine

Buyer's Initials_____

Parainfluenza, Canine Adenovirus, Coronavirus, Bordetella (kennel cough), Leptospirosis, and Rabies.

- e) Buyer is not acting as agent for any other person or business in the purchase of the Dog.
- f) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
- g) In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

6. Indemnity and Release

IF ANY ACTION or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

7. Limitation of Action

ANY ACTION or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

8. Governing Law

THIS AGREEMENT shall be governed by and construed in accordance with the laws of Utah.

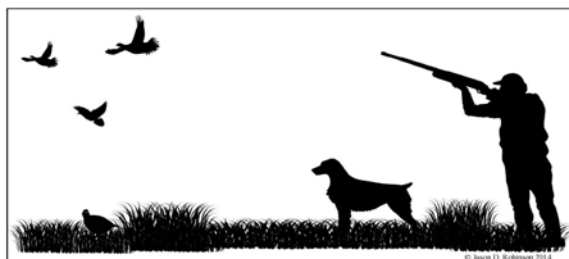
9. Entire Agreement

THIS AGREEMENT represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Acknowledgement of Receipt

I acknowledge that I have received the Dog into my possession.

Date: _____ Signature of Buyer: /S/ _____



Buyer's Initials _____