



PUPPY SALES CONTRACT AND AGREEMENT

This agreement serves as a legal and binding contract made and entered on XX/XX/XXXX between Charlotte Wagner (“Seller”) and NAME (“Buyer”). This contract will remain in effect until it has been fulfilled or terminated by the agreement of both parties.

The seller has determined that the above dog has been sold as a potential prospect for:

- ~~Pet home with a spay and neuter contract, co-own, limited registration~~
- ~~Performance home with a spay and neuter contract, co-own, limited registration~~
- ~~Show home with spay and neuter contract, co-own, full registration~~
- ~~Show home with breeding rights, co-own, full registration~~

AKC Registration #: **RNXXXX**
 AKC Registered name: **Duskland’s XXXXXXXXX**
 Date of Birth: **XX/XX/XXXX**
 Sex: **Female/Male**
 Color: **Grizzle & Tan**

1. Purchase Price.

The purchase price of the Dog is \$XXXX. A \$XXXX deposit is required to reserve a puppy, with the balance due before pick up. Any shipping and handling expenses are the responsibility of Buyer.

2. Registration of Dog.

Dog will be AKC registered with Buyer listed as first owner and Seller listed as co-owner. Buyer shall not register Dog with any other registries without the express written consent of Seller. Once dog is spayed or neutered, registration may be transferred by request to sole ownership of buyer.

3. Vaccinations and Veterinary Care.

Buyer is responsible for all vaccinations and medical care expenses. Buyer will provide proper veterinary care throughout the Dog’s lifetime, including but not limited to: routine vaccinations, routine treatment for internal and external parasites, and annual examination by a licensed veterinarian. In the event of an accident/illness/injury Buyer agrees to notify Seller.

4. Training

Buyer is strongly encouraged to enrolled in group and/or private dog training lessons. Border Terriers are bold, charismatic, and energetic dogs who require ongoing socialization, particularly with safe, puppy-savvy dogs. Buyer agrees to complete the AKC Canine Good Citizenship title by 2 years of age.

5. Proper Care.

Buyer will provide good and proper care of the Dog. Such care includes providing adequate housing and protection from the elements, a safe exercise area, and proper and sufficient nutrition for the reproductive status and activity level of Dog. Dog is never to be chained or tied up under any circumstance

If, at any time, Buyer is unable to keep or care for Dog (including upon Buyers death or incapacity), Dog shall be (a) returned to Seller without any refunds or payments due to Buyer. Dog may not be rehomed to a friend or family member without written approval by seller.

6. Breeding (APPLICABLE NOT APPLICABLE)

6.1. If Dog is being sold as a breeding prospect, Seller makes no guarantees regarding Dog's breeding success. There will be no refunds and/or exchanges if Dog is determined by Seller to not be of breeding quality at maturity.

6.2. Any potential breeding Dogs must comply with recommended health screenings and be certified with OFA with a passing score before mating. Testing includes: eyes, cardiac exam, hips, patella, and SLEM. Buyer is responsible for all expenses, planning, and execution of health clearances.

6.3. *Seller's written approval is required prior to any breeding or collection of Dog. Potential stud dogs must be approved by seller prior to breeding of any females. Potential females must be approved by seller before use of a buyer's stud. No breedings shall take place without written approval by seller.*

6.4. *BITCHES - PUPPY BACK: Seller receives first pick of litter, male or female, from the first litter produced as part of the breeding agreement. There will be no purchase price for this puppy. Seller will be responsible for all travel associated with the puppy. Buyer will be responsible for the remaining puppies and all subsequent puppies of future litters.*

6.5. *DOGS - STUD COLLECTION: Seller has the right to collect male breeding prospects no less than 3 times prior to neuter. Seller will be responsible for all fees associated with collection and storage of genetic materials. Buyer may collect stud for their own use with written permission by seller.*

6.7. Seller is happy to provide support throughout the breeding process and will offer whelping services, for a fee, at buyers discretion. Seller will help with puppy placements and promotion of the litter if requested.

6.8. All puppies sold by Buyer must be sold on contracts, which state that a puppy must never be rehomed without the prior written consent of both Buyer and Seller, and all such contracts must be approved in advance by Seller.

7. Show & Performance Prospects (APPLICABLE NOT APPLICABLE)

7.1. Dog is being sold as a show and/or performance prospect and Seller makes no guarantees regarding dog's show or performance success. There will be no refunds and/or exchanges if dog is determined by Seller to not be of show and/or performance quality at maturity.

7.2. Buyer shall make reasonable efforts to show in breed conformation, or retain a professional handler to show Dog to it's AKC championship.

7.3. Buyer agrees to make all reasonable efforts to enter dog in a sufficient number of shows to progress towards its championship in a timely fashion.

7.4. Buyer is responsible for all entry fees and costs associated with showing or performing with Dog.

7.5. If Buyer is unable or unwilling to personally complete dog's championship within 3 years from the date of this Agreement, Buyer and Seller shall evaluate the totality of circumstances and discuss alternate arrangements.

8. Co-Ownership Agreements.

All puppies are sold under co-ownership with Seller. Ownership may be transferred solely to Buyer *pending veterinary confirmation of spay or neuter of Dog*. Animals retained for breeding purposes shall remain in co-ownership with both Buyer and Seller until retired and altered.

9. Vet Visit

Buyer, at their own expense, must have the dog examined by a licensed veterinarian *within 72 hours* of receiving the Dog. If, within the examination period, a licensed veterinarian finds the Dog to be unhealthy, the veterinarian must provide a written statement including all diagnostic reports and records, which must be sent to Seller within 24 hours of the veterinary examination.

10. Seller's Responsibilities:

10.1. State of Health.

The Dog was previously examined by a licensed veterinarian and was found to be in good health at that time and has had the immunizations enumerated in the health records provided to Buyer.

10.2. Overall Health

Seller has had parents of Dog tested for all breed-specific inherited and genetic conditions including: hips, eyes, heart, patella, and SLEM testing. A copy of the parent's test results are made public on the OFA database, and a paper copy provided to Buyer at purchase. Although OFA certification is an invaluable tool in making responsible and conscientious breeding decisions, potential polygenetic and environmental impact of health cannot be guaranteed.

Health issues caused by Buyer's ill-treatment, abuse or neglect, any health issues that result from the Dog's transportation from Seller to Buyer, and all minor illnesses and health issues, including, but not limited to, upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses that can be picked up during transport (including canine parvovirus), UTIs, or vaginitis are the sole responsibility of Buyer.

Further factors which may contribute to the occurrence of health conditions include: excessive impact or strenuous exercise prior to maturity, excessive weight and obesity, as well as improper nutrition.

10.3. FAILED SCORING

Upon receiving documented proof of any failed results that will cause lifelong, debilitating health issues, *Buyer will have the option of returning the puppy/dog for a replacement puppy of equal quality from a future litter OR Buyer may keep dog at which point Seller assumes no liability and no refund will be given.* Seller will make every effort to work with Buyer in the event of any health concerns with dog.

“Debilitating” is classified as a hip score of OFA Moderate or worse; for patella of Grade II or worse. All x-rays must be submitted by a licensed veterinarian skilled in OFA positioning to OFA for evaluation/ scoring for warranty to be valid.

Cardiac testing must be performed by board certified cardiologist via echocardiogram for warranty to be valid. Documented proof by a licensed veterinarian/specialist of any failed health testing is to be furnished by Buyer to Seller within 24hrs of receiving it. Buyer is responsible for all fees and expenses related to the diagnostics and veterinary services.

10.4. No other warranties or guarantees, expressed or implied, are made by Seller, and the dog is sold and delivered in an “as is” condition, except as expressly and specifically set forth herein.

11. Other

11.1. Ongoing Communications. Both parties agree to promptly notify the other [via phone call or email] of any change of address, email or phone number. Buyer agrees to (a) reply as promptly as possible to inquiries about Dog from Seller (b) inform Seller of any titles completed by dog as determined by the AKC or other registr(y)(ies); and (c) inform Seller of any major change in the health of dog throughout dog’s life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of Dog, promptly notify Seller via phone call or email of the particulars of the animal’s death.

11.2. Remedy for Mistreatment. If Seller has good and reasonable cause to believe Dog is not getting proper care and treatment, Seller has the right to have dog examined by a licensed veterinarian chosen by Seller. If such veterinarian finds dog to be a victim of ill-treatment, abuse or neglect, (a) Seller has the right to take full possession of dog and it’s duly signed AKC transfer papers/registration and (b) all Buyer warranties herein shall become null and void. For the avoidance of doubt, if Seller takes possession of dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Seller.

11.3. Confidentiality of Disputes; Possession. Buyer and Seller agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation. In the event that a dispute occurs, the parties agree to not disparage the other, including on social media. Upon resolution of the dispute, the parties will uphold the confidentiality provisions agreed to in mediation or as ordered by a court of competent jurisdiction.

11.4. Agreement to Mediate. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute before resorting to arbitration, litigation, or some other dispute resolution procedure.

11.5. Termination.

Seller may terminate this Agreement at any time if Buyer has materially breached this Agreement. If this Agreement is terminated by Seller in accordance with this section, Seller may take possession of dog from Buyers property, and Buyer shall immediately sign over any ownership to Seller and take any steps necessary to transfer registration to Seller, if applicable, and this Agreement shall be null and void.

11.6. Residence Following Breach or Mediation.

For the avoidance of doubt, during any period of mediation, court hearing on the terms of this Agreement or any other period of time during which a potential termination or breach of this Agreement is being discussed, Dog shall reside with Seller.

11.7. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Virginia without regard to the conflicts of laws provisions thereof.

11.8. Miscellaneous.

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

In whiteness whereof, Seller and Buyer have executed this Agreement as **DATE.**

SELLER:

BUYER:

CHARLOTTE WAGNER

Date

NAME

Date