

## Whiskeytown Sporting Dogs *Sample Purchase Agreement*

**Breeder:** Larry Delaney  
Whiskeytown Sporting Dogs  
36650 Hwy 33  
Coalinga, CA 93210

**Buyer:**

Date of Sale: \_\_\_\_\_

One puppy sold pursuant to the terms of this agreement:

Breed: Wirehaired Pointing Griffon  
Whelp Date: \_\_\_\_\_ Sex: \_\_\_\_\_  
AKC Litter Reg: \_\_\_\_\_  
NAVHDA Litter Reg. # Pending

**Sire:**

**Dam:**

It is agreed between the Breeder and the Buyer as follows:

1. **Deposit:** \$250. Buyer shall pay Breeder the Deposit. Buyer's place on the Waiting List is not secured until deposit is received.
2. **Purchase Price:** \$2500 – less above deposit. Buyer shall pay Breeder the Purchase Price by cash, cashier's check or PayPal prior to the puppy leaving Breeder's possession. A personal check is acceptable, as long as it is submitted at least 5 days in advance.
3. **Pickup and Transportation:** Buyer shall pick up the Puppy at Breeder's kennel when Puppy is eight weeks of age. If Buyer needs Breeder to hold the Puppy for a longer period of time or to deliver the Puppy to another location, additional charges such as boarding fees, transportation costs and crate purchase costs may apply.
4. **Registered Name and Name Convention:** The Puppy's registered name shall start with Whiskeytown or Whiskeytown's, followed by your choice. This naming convention in no way affects the Puppy's call name. The Buyer is encouraged to decide on the name at least a week prior to picking up the puppy, so that the registration process can begin. The AKC limits the registration name to 36 characters, with an additional charge for anything over 36.
5. **Type of Registration:**  Full       Limited

**Unless otherwise agreed to, puppies are sold with Limited AKC Registration. Each registration type has the meaning defined by the AKC. (Note: This agreement has additional and differing conditions that apply to Full and Limited Registration Dogs. Further, the AKC places limitations on Full and Limited registration dogs. For example, the AKC imposes limitations on Limited Registration dogs that include, but are not limited to:**

**The offspring of dogs with Limited Registration cannot be registered with the AKC.**

**Limited Registration may only be changed to Full Registration by the breeder. Dogs with Limited Registration are eligible for competition in all AKC and NAVHDA performance test (including hunt tests) but may not compete in conformation shows and field trials.)**

**If Buyer wishes to have Full Registration for the purpose of showing and breeding, Buyer agrees to the terms outlined below.**

Full Registration: Puppies sold under Full Registration are “Show Potential” dogs suitable for breeding and are **co-owned with the breeder**. The Buyer of a Full Registration Puppy guarantees that this dog will be conditioned, maintained and shown to its Championship if practical, OR will be field trained and hunt tested in an advanced AKC (SH or MH) or NAVHDA (UPT or UT) test for males, or an NAVHDA NA test for females.

Before a Full Registration Puppy may be bred, it must:

- (1) earn an AKC Championship OR
- (2) for males; an advanced field title (i.e. AKC Senior Hunter, or AKC Master Hunter, or NAVHDA UPT or UT prize), or for females, a NAVHDA NA Prize I title, AND
- (3) Item 1 or 2 above plus; Be OFA health tested and receive a minimum OFA Hip rating of “Good”, elbows “Normal”, Thyroid “Normal”, and eyes “Normal”.

The puppy is sold with the breeder being a co-owner, until the above conditions are satisfied, or waived by the breeder, at which time the breeder will transfer full ownership to the buyer. Notwithstanding the 30 month time limit to which the buyer must have the puppy OFA certified, there shall be no time limit imposed by the Breeder to which the puppy may procure its qualifying titles as stated in the criteria above.

Limited Registration: Puppies sold with Limited Registration come from the same litters as our breeding and show prospect puppies and make sound, healthy and happy pets. Limited Registration puppies are owned solely by the Buyer. They are eligible for competition in all AKC and NAVHDA performance and hunt tests but they may not compete in AKC or other conformation shows (per AKC rules). ***The AKC (and other registries) will not allow the offspring of dogs with Limited Registration to be registered with the AKC or any other registry.***

#### **6. Breeder Warranties:**

- The Puppy is free from hereditary crippling defects pursuant to the relevant criteria stated herein. If within 30 months of age, the Puppy is diagnosed by

two veterinarians with hereditary crippling defects, Breeder shall offer Buyer two options after examining the appropriate medical reports: (1) keep the Puppy and receive a 40% refund of the Purchase Price after it is spayed or neutered, or (2) relinquish the Puppy to Breeder and receive a replacement puppy of similar breeding quality, if available in an agreed upon time period.

- The Puppy is in good health and free of life threatening diseases or disabilities at the time of sale. If at the Veterinary Exam discussed below under Buyer Warranties, it is diagnosed with a life-threatening disease or disability, Breeder shall offer Buyer two options after examining the appropriate medical reports: (1) keep the Puppy and receive a 40% refund of the Purchase Price after it is spayed or neutered if appropriate, or (2) relinquish the Puppy to Breeder and receive a full refund, or a replacement puppy of similar breeding quality, if available in an agreed upon time period.
- The Puppy has received an initial DHPPC vaccination, been de-wormed, and micro-chipped.
- The Puppy will obtain a passing OFA Hip rating of either “Excellent”, “Good”, or “Fair” at the age of two years. Examination must be done not later than 30 months of age and all X-rays must be submitted to OFA for evaluation. Failure to complete the testing prior to 30 months of age voids all Hip Guarantees. A copy of the OFA certification must be sent to the Breeder [No “Penn Hip” guarantee is made or implied except if the dog is diagnosed with canine hip dysplasia].
- The Breeder has done everything possible to produce a healthy, sound Puppy that has been raised in the best way possible in regard to diet, exercise, socialization and veterinary care.
- The Breeder will register the Puppy with the appropriate microchip company within 2 months of purchase date.
- The Breeder will register the Puppy through the AKC & NAVHDA with the name convention discussed above.

#### **7. Buyer Warranties:**

- The Buyer will have the Puppy examined by a licensed Vet within 10 days of delivery.
- The Buyer will provide a safe and comfortable environment, including providing the Puppy with quality food, fresh water at all times, shelter, affection and routine veterinarian care, including an annual exam, all annual shots and other medications recommended by a veterinarian, annual fecal exam, continual heartworm prevention and rabies vaccinations as required by the state and county of residence.
- The Buyer will maintain preventative care in regards to hip dysplasia, such as proper nutrition, proper exercise and preventing stress injuries (i.e. not allowing Puppy to jump from extreme heights, excessive forced exercise or running on hard surfaces at a very young age)
- The Buyer agrees the Puppy will not be left alone in a backyard or kennel for extended periods of time (other than a normal work day), the Puppy will reside in the home, have access to a fenced yard, regular exercise, and will not

- be routinely chained, “tied-out” or continually crated.
- The Puppy is being sold with the understanding that it is going to a select home, will be socialized properly, and will become a member of the Buyers’ family.
  - The Buyer agrees that they are not acting as, or in part of, any agent in the purchase of a Puppy and Buyer **will not sell this dog or any of its progeny** to any agent, animal broker, pet store, research laboratory, guard dog business or drop it off at a shelter. The Buyer commits that the dog will remain in its sole custody, which may include immediate family members, or it will be returned to the Breeder. The Buyer and Breeder agree to keep each other informed of their current addresses.
  - Spay/neuter prior to 24 months, unless medically necessary, will also nullify the hip guarantee. Written recommendation from a veterinarian must accompany a spay/neuter prior to 24 months.
  - Buyer shall not allow the Puppy to be euthanized without first obtaining the consent of the Breeder, which shall not be unreasonably withheld. If the Puppy is euthanized without the consent of the Breeder, there shall be no refund of the Purchase Price.

While not a contractual obligation under the Agreement, the Breeder strongly believes the foundation of a successful family - dog relationship is an obedience-trained dog. It is our strongest recommendation that the Puppy attend puppy or novice training as early as practical. And the training continues until the family is comfortable with the Puppy’s manners.

If Buyer wishes to have a limited registration changed to Full Registration for the purpose of showing or breeding, Buyer may bring the Puppy to the Breeder, or Breeder’s designee, for evaluation at the age of one year. If the Puppy is of Breed Quality, the registration may be changed. While Breeder hopes to evaluate as many dog/bitches as possible, it is the sole discretion of the Breeder to review the quality of the dog and make the change in registration.

8. **Abuse or Neglect:** If Breeder discovers that the Puppy has been abused or neglected, all of Buyer’s rights and ownership in the Puppy will automatically terminate and revert back to the Breeder. Buyer agrees and consents that upon evidence of such neglect or abuse, Breeder may immediately repossess the Puppy and that Buyer will be responsible to the Breeder for any and all costs involved in the repossession.

9. **Relinquishment of Puppy:** Buyer hereby agrees that if at any time the Buyer or its immediate family member cannot take proper care of the Puppy or must re-home the Puppy, the Buyer **MUST** contact the Breeder and the Breeder will have the choice to either (1) repossess the Puppy, or (2) assist the Buyer in finding a suitable home for the Puppy. Under no circumstances shall Puppy be taken by the Buyer or an immediate family member to an animal shelter, humane society or a rescue group. It is understood by the Buyer that if this provision is breached, Buyer shall be responsible for all costs incurred by the Breeder in recovering the Puppy. The Buyer shall not be required to relinquish the puppy in an

isolated event that the puppy has been lost and unbeknownst to the Buyer held temporarily by an animal shelter, humane society or rescue group.

10. **Jurisdiction:** This contract shall be construed in accordance with the laws of the state of California, venue for any disagreement shall be Fresno County, CA. If any provision of this document is invalid or unenforceable, this document shall be ineffective only to the extent of the invalidity; and shall otherwise remain in full force and effect.

11. **Transfer of Breeder's Interest:** In the event of a sale, assignment, or transfer by Breeder, which shall include Whiskeytown Sporting Dogs business, of its interest in this contract to a successor in interest who expressly assumes the obligations of Breeder hereunder, Breeder shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligation as shall have accrued prior to any such sale, assignment or transfer; and Buyer agrees to look solely at such successor in interest of Breeder for performance of such obligations.

12. **Breeder Default:** The failure of Breeder to comply with any of the covenants, agreements, terms or conditions contained in this contract for a period of ninety (90) calendar days after written notice thereof from Buyer is received by Breeder and Breeder fails to cure or make satisfactory arrangements to cure the breach shall constitute a default by the Breeder. If Breeder has defaulted as provided herein, Buyer may terminate this contract.

13. **Severability:** If any provision of this Agreement is invalid or unenforceable, this Agreement shall be ineffective only to the extent of the invalidity and shall remain in full force and effect otherwise.

14. **Complete Agreement:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and superseded all other understandings and negotiations with respect thereto. This Agreement may be amended only in writing signed by both parties hereto. Any provision of this Agreement may be waived only in writing signed by the party to be charged with such waiver. No course of dealing between the parties shall be effective to amend or waive any provision of this Agreement.

15. **Acceptance:** By signing below, the Breeder and Buyer affirm that they have read and understand this Agreement and will abide by its terms.

**BREEDER:** Whiskeytown Sporting Dogs

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Larry Delaney

**BUYER:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_