

**BIVINS WEIMARANERS
PUPPY SALES CONTRACT**

Buyer(s): _____
(hereinafter "BUYER")

Address: _____

Phone number: _____ **Email:** _____

hereby agrees to purchase and SELLERS, _____, and Anne McPherson agree to sell the following Weimaraner puppy for the sum of \$1,500.00 under the terms and conditions set forth below.

Born: _____ **Sex:** _____

Sire:
AKC number:
OFA:

Dam:
AKC number:
OFA:

Puppy AKC Registered Name: Bivins
AKC number: _____

1. The BUYER agrees to keep and maintain this puppy in a safe, healthy, friendly and proper environment.
2. The BUYER shall nourish, socialize, train and maintain this puppy in a manner conducive to

its proper physical, social and mental development. This shall include at a minimum the completion of a four week puppy class at a training center which utilizes positive reinforcement training methods. The SELLERS will assist the BUYER in locating such a class.

3. The BUYER agrees (1) to use a crate when the puppy is unsupervised until the puppy is at least 18 months of age, (2) to have an invisible fence or fenced outside area in which to exercise the puppy, (3) never to leave the puppy outside the fenced area without supervision, (4) never to allow medical, commercial or experimental use of the puppy, (5) never to train the puppy for use as an attack dog or to be used for fighting purposes, and (6) never to allow the puppy to be transported in the back of an open truck unless housed in a properly secured dog crate or similar enclosure.

4. SELLERS warrant the puppy to be in good health at the time of delivery. It is understood by both BUYER and SELLERS that the puppy is sold on a 48 hour trial basis during which time the BUYER's veterinarian may examine the puppy and if the BUYER is not satisfied with the puppy he may return the puppy within 72 hours from the time of purchase for full refund or future replacement provided that the puppy is returned in the same condition it left the SELLERS.

5. BUYER agrees that any violation of provisions relating to the health and safety of the puppy may result in immediate repossession of the puppy by the SELLERS.

6. The puppy will have been wormed and will have received its first DAPP vaccination, and SELLERS will provide BUYER the second round of DAPP to be given to the puppy by the BUYER's veterinarian when the puppy is twelve weeks old. The BUYER agrees to follow the WCA Policy on Vaccinating Weimaraners, a copy of which is attached hereto and incorporated herein.

7. This puppy is guaranteed by the Seller against genetic physical defects which would render it unable to function as a pet. This does not include any guarantee for the reproductive capabilities of said puppy. If it is claimed that the puppy is so unfit to be viable as a pet, the BUYER shall furnish the SELLERS a written statement from the examining veterinarian specifying any and all physical defects found by the veterinarian. The SELLERS will then refund the purchase price if the puppy and its AKC registration papers properly executed are returned to the seller.

8. If, at any time, the BUYER does not wish to keep the puppy, the BUYER shall consult with the SELLERS and offer the SELLERS first opportunity to regain possession of the puppy. The BUYER agrees that under no circumstances is the puppy to be sold, given, transferred or in any way disposed of without the right of first refusal to the SELLERS; failure to do so shall result in a fee of \$1,500 in damages to be paid to the SELLERS.

9. The SELLERS agree to provide advice and counsel as to the care, feeding, and training of this puppy for the life of the dog.

10. The SELLERS shall not be responsible for any damages, costs or expenses incurred by the BUYER resulting from this sale including but not limited to damage or injury to persons or property by the dog; the BUYER releases, indemnifies and holds the SELLERS harmless from any liability of any nature.

11. The BUYER agrees to make the puppy available to the SELLERS for evaluation at six months of age and to maintain contact with the SELLERS regarding the condition of this puppy for its life.

12. This puppy is sold as a pet show prospect performance prospect (Mark where appropriate).

13. If sold as a pet, the puppy is sold under a limited registration with the AKC which prohibits the registration of any offspring. The BUYER understands and agrees that a dog sold under a limited registration shall not be used for breeding purposes. If the puppy is sold as a pet under a limited registration, the BUYER shall neuter or spay the puppy no sooner than an age of 18 months unless the SELLERS agree to an earlier neutering or spaying or unless in the opinion of a veterinarian health reasons compel such neutering or spaying.

14. If sold as a show prospect, the puppy shall be co-owned by one of the SELLERS and such sale shall also be governed by a separate co-ownership agreement. The BUYER agrees to permit the SELLERS to evaluate a puppy sold as a show prospect at six months of age and again at 12 months of age for the purpose of determining if the dog is suitable to compete in AKC dog shows and the Futurity/Maturity program of the Weimaraner Club of America ("WCA"). If the puppy is found suitable for such events by the SELLERS, the BUYER agrees to provide reasonable access to the dog for training and showing and to pay entry fees and futurity/maturity forfeits. SELLERS agree not to charge the BUYER for handling the dog in the breed ring if requested to do so by SELLERS; unless otherwise agreed to, SELLERS will not be responsible for any handling fees. The Buyer of a show prospect puppy agrees to join the WCA and to keep his membership current though the puppy's participation in its WCA maturity.

15. If the puppy is sold as a show puppy, the BUYER will not spay or neuter the dog prior to its reaching its AKC bench championship and competing in its WCA maturity except to save the life of the dog. If the puppy is determined not to be of show quality after evaluation by the SELLERS at twelve months, the BUYER agrees that the dog will be spayed or neutered and will not be used for breeding purposes without the written consent of the SELLERS. In any event, the BUYER agrees that the puppy will not be neutered before the age of 18 months.

16. The BUYER agrees that any violation of the terms of this sales contract shall result in a fee of \$1,500 in damages to be paid to the SELLERS.

Signature(s) of BUYER:

Signature of SELLERS:

Anne McPherson

Date: _____

Date: _____