

Purchase of Portuguese Water Dog (PWD) Pet Contract

Seller, Mark and Brenda Hedden, 3615 Wagon Wheel Way, Park City, Utah, contact number, 435-640-9255, AKA Burntwood Kennels, breeders of a litter of Portuguese Water Dogs:

Whelped: _____ **Sex:** _____ **Color/Markings:** _____
Name of Sire: Burntwoods Jack Sparrow **CKC#** YG399997 **AKC#** WS41165101
Name of Dam: Jamaica McCrazy **AKC#** WS34279305 OR
Burntwoods Asia **AKC#** WS35758406

and _____, who resides at _____
_____ herein referred to as Buyer, who desires to purchase a Portuguese Water Dog under the following conditions:

Purchase Price: \$2200.00. Balance of remaining due, must be cash or funds must have cleared bank prior to puppy going to his/her new home. Non-refundable cash or check deposit of \$300.00 will hold puppy.

Health of the Dog:

Veterinarian Check: The seller warrants the animal to be in good health at the time of sale and will be veterinary checked prior to going to their new home. Seller WILL NOT guarantee a dogs health if buyer exposes dog to a communicable illness that the dog has not received immunizations to prevent.

The seller advises that the dog be taken to a veterinarian within 72 hours of receiving the pet, to confirm the health and condition of the animal. The pet may be returned to the seller, for any reason, within seven days following purchase. The buyer will then be entitled to a refund of the original purchase price providing the buyer has not done any damage to the dog that requires medical care, except for the \$300 deposit, unless there is a health issue.

The seller guarantees all animals sold against life threatening genetic health defects, until the age of 36 months. If such a genetic defect is suspected, two qualified veterinarians must diagnose any disorder, one of whom will be selected and paid for by the breeder (Seller). The buyer may then return the dog, at no expense to the seller, in exchange for a dog from the next available litter.

Veterinarian Expenses: Seller and Buyer understand that owning an animal requires check-ups and immunizations along with regular veterinary care. No veterinarian expenses will be reimbursed to either party. As stated, dog will receive a complete check-up prior to delivery and receive a complete check-up by the new owner within 72 hours to determine delivery of a healthy dog.

Ownership:

Possession: The buyer agrees that ownership and/or possession of this animal will not be transferred without knowledge given to the seller. The buyer will not abandon the animal to a shelter. Buyer further swears that he/she is not associated with a pet shop or animal broker.

The seller will accept the return of this animal at any time the buyer declines to keep said animal; however, the seller is not obligated to refund any of the purchase price except as outlined below. If the animal is found to have been sold or given away without seller's knowledge and seller discovers this, the seller may take legal action to secure possession of the pet and original buyer of the animal will be responsible for all legal expenses incurred by any and all parties.

Return of the Dog: The buyer agrees that if for any reason, the responsibility for raising a dog was not one that they can fulfill and the dog must be returned, the seller will:

Within 7 days: refund the full amount, less \$300

8-21 days: refund of 80% of the purchase price, less the \$300 deposit (example: 2300 x 80%= \$1830 - \$300 = \$1530 returned)

22-60 days: refund of 50% of the purchase price, less the \$300 deposit

61 or more days: refund the amount Buyer resells/re-homes the pups for, less the advertising and care expenses.

Living Environment: The buyer agrees to maintain the dog in a humane environment and properly train and care for it. It is agreed between seller and buyer that this dog is being acquired as a family companion dog. The dog will reside in the home and not be kenneled outdoors or left outdoors permanently. If Seller finds that the dog is an outdoor dog and not living in the home, Buyer will relinquish the dog to the Seller.

Immunizations: Specifically the animal will be properly inoculated against rabies, distemper, parvo-virus, and other communicable diseases as recommended by a licensed veterinarian. It is understood that buyers may choose to separate immunizations, and vary the timing, which is acceptable. Cost for same will be the responsibility of the buyer. Seller pays for the first set of immunizations and worming.

Training: Seller also urges the buyer to attend obedience classes with the said dog. Seller is not obligated to any damages the dog may do. Buyer will also take steps to “dog proof” the living environment by eliminating hazards, which may be chewed, covering or unplugging electrical cords, other aggressive animals, or aggressive or very young children. A young child is not able to understand pain or the principles of leverage or force, therefore must only be in the presence of a dog under close supervision.

Diet: The dog will be given a quality diet of specialty foods, such as raw foods whenever available, and quality kibble: Examples: Innova, Holistic Select, Pinnacle, Blue Buffalo, Solid Gold, and will not be given a poor diet with corn as the primary ingredient (Science Diet, Iams, or grocery store brands). This is to ensure healthy development for the dog and life maintenance for a healthy adult dog. As a quality breeder, we can only recommend high quality food to promote life expectancy and longevity while lessening the risks of cancer and other risks inherent in a poor diet.

Care: Seller cannot guarantee size, temperament, conformation, or show quality of the dog/dog after in the buyers care, as these can relate to nutrition and care. Seller understands that these are high energy dogs, but need to develop like all young animals and cannot be over exercised when young. Short walks are fine. No extensive running until after the age of two, to avoid joint issues.

Delivery: Pick up is preferable, so that you are able to see where your pup was born and raised for the first two months of life. Costs for pick-up and carrying the pup on board an airlines, are comparable to shipping costs. All costs associated with delivery are the responsibility of the buyer.

Registration: The seller certifies that the puppy can be registered under the regulations of the American Kennel Club as a purebred Portuguese Water Dog and enclosed is his AKC registration paperwork. This dog will sold with a limited AKC registration, meaning that his/her offspring will not be registerable.

Breeding: This puppy is being sold on a spay/neuter contract and will be spayed at the recommended age of over 18 months old. This gives the dog time to acquire the appropriate hormone levels necessary for proper muscle development and organ functioning throughout his/her life. If spayed or neutered at a younger age, health warranty is voided.

Terms or other conditions:

This writing constitutes the full agreement of both parties. Wherefore, the above named Seller and Buyer have executed the foregoing contract of sale on the date listed below. Violation of any of the above conditions constitutes return of the dog to the breeder. Either party wishing to dispute this contract, through the court system, must file the case in Summit County, Utah, where the purchase and transaction took place.

We understand the above expectations and will comply with the language within this contract.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer may execute a copy, seller will countersign one copy and deliver it during delivery of said dog and other pertinent paperwork such as AKC registration, medical clearance (required for flight), health record, pedigree etc.