***Eagle Acres Spaniels***

**PUPPY SALES CONTRACT**

**Breed:**  **Date of Birth:**

**AKC Registration Number:**

**Name:**

**Gender:** **Color:**

**Purchase Price:**

**HOLDING AGREEMENT**

A $200.00 holding fee is required to hold your puppy. The seller assigns the buyer the Dog Guarantee that the dog will not be sold to any party other than the buyer. The $200.00 holding fee is non-refundable and will be applied to the purchase price of the dog when the buyer assumes physical possession of the assigned dog. If the buyer does not show-up as scheduled to pick-up the puppy and has not contacted the seller within 24 hours of not showing the seller has the right to find another buyer.

**WHAT IS INCLUDED**

Puppies will come with age-appropriate vaccinations, a health examination by a veterinarian, a minimum of 3 dewormings, tail docked, rear dew claws removed, some puppy food to mix in with your own brand, and a scent blanket that smells like the litter.

**FIRST RIGHT OF RECOVERY**

At any time, if the buyer is unable to care for or changes his/her mind about caring for the Dog, Eagle Acres Spaniels retains the right for recovery of the Dog at the buyer’s expense. The buyer must notify Eagle Acres Spaniels as to the change in circumstances and give the seller first right to the Dog before any other action is taken. This includes and is not limited to selling or giving the Dog to another person. The purchase price minus the holding fee and any necessary vet expenses will be refunded. We do not want our puppies sold to a puppy mill, or turning up in a pound, humane society, pet shop, or auction.

**HEALTH**

Your new puppy will have a One Year Health Guarantee. The Guarantee will cover Congenital problems, such as the heart, kidney, liver etc. If a problem arises, please follow the steps below. It will not cover Cherry Eye.

You have **72 BUSINESS HOURS** to take this puppy to the veterinarian of your choice for a Wellness Exam. If this is not completed and documented the One Year Health Guarantee will be null and void.  If in any opinion of your Vet, there is a problem with the puppy during the first year, that is or could be life threatening, the buyer will obtain a Certified Veterinarian's letter explaining the diagnosis, as well as the prognosis. If this is the case, we will give you another puppy of equal value. If we have no puppies available at the time, we will give you another puppy as soon as one becomes available. The puppy you purchased must be returned to us immediately, or an Autopsy report stating the cause of death to be the fault of the Breeder. The Breeder is not responsible for any shipping charges.

Your puppy has been started on vaccinations for Distemper, Parvo Virus, Parainfluenza, Hepatitis, and Bordetella (kennel cough). It is the Buyer's responsibility to keep all vaccinations and preventative medicines up to date on this puppy as not to expose the puppy to any contagious or harmful diseases that may cause illness or death.

It is not uncommon during shipping/transport for puppies to be exposed to things out of our control. Therefore, the Breeder does not warrant the puppy to be free of any problems, such as diarrhea (normally caused by changing homes or food), Separation Anxiety, Coccidiosis, Giardia and/or Parasites.

**LIMITED REGISTRATION**

All puppies are sold with AKC Limited Registrations. Limited Registration means that the dog is registered but no litters produced by that dog are eligible for registration. The dog may enter most events including obedience, rally, agility, tracking, field trials, hunting tests, herding, lure coursing, earthdog, fast cat, CAT, scent work, junior showmanship, trick dog, and canine good citizen. It is not eligible for breed competitions.

**PET / COMPANION ANIMAL *There is no Breeding of This Dog Allowed***

The puppy is sold as a **pet/companion animal** and **may not** be used for breeding, intentionally or unintentionally. The Buyers agree that the puppy will be Spayed/Neutered no later than one year of age. Within (30) days after the Dog is spayed or neutered, the Buyers will provide the Breeder, original written confirmation from a licensed veterinarian that the Dog has been spayed or neutered.

If the Buyers do not spay or neuter the Dog as specified **or** if the Buyers use the Dog for breeding, intentionally or unintentionally, the Buyers agree to pay a penalty of **$5,000** to the Breeder for each occurrence of breach. The Buyers agree that if any puppies are produced they shall be placed with spay/neuter agreements and the Breeder will be provided timely copies of each agreement or the same penalty will apply.

**ACKNOWLEDGEMENTS / AGREEMENTS**

This is an enforceable and binding contractual agreement.

This Agreement represents the entire Agreement between Breeder and Buyers. Both parties acknowledge they have read and understand this Agreement and agree to abide by it. The Breeder and Buyers have made no other agreements, promises, representations or warranties, express or implied, unless as stated in this Agreement. The Agreement shall be governed by and construed in accordance with the laws of Wisconsin.

Upon acquiring the Dog, the Buyers are financially responsible and agree to hold the Breeder harmless for any and all actions of the Dog. The Buyers recognize the Dog is a puppy and thus is untrained. Buyers are to provide a safe, secure environment to minimize or eliminate the risk of injury to the Dog or damage to the Buyers’ property.

If an issue or breach should occur by either party, both parties agree to make a diligent effort to resolve the issue. If, after (30) days the issue isn’t resolved, both parties agree to have the matter handled in small claims in the Breeder’s jurisdiction. The prevailing party will be paid any filing, court costs and/or penalties associated with the consent of both parties and by signing a subsequent document that states any amendments. Should any part of this Agreement be held invalid, illegal or unenforceable, the remaining provisions will not be affected.

The Buyer agrees that he/she is ready for the commitment of their new puppy and agrees to take the proper responsibilities in caring for the puppy.

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_ Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone Number : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Breeder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***Eagle Acres Spaniels N4298 970th St. Elk Mound, WI 54739 (715)563-4407***