

Birdwing Beaucerons  
Floyds Knobs, Indiana

#### AGREEMENT FOR SALE OF A BEAUCERON PUPPY

1. Purpose The parties enter into this Agreement for the purchase and sale of one purebred Beauceron puppy. 2. Parties This is an Agreement for the Sale of a Beauceron (hereinafter "Agreement") between: Seller: Susan Griffin, Floyds Knobs, Indiana (Hereinafter "Seller") And Buyer: (hereinafter "Buyer") 3. Puppy Buyer agrees to purchase from Seller a Male \_\_\_ Female \_\_\_ Beauceron puppy from the sire: **Yannick Warrior Soul** (DN66568901 AKC DNA #V967837) and dam: **GCH CH Birdwing Nietzsche RI PT FDC CA BCAT CGCA CGCU TKN ATT** (DN50800009) whelped on 22 June 2021 . (Hereinafter "Puppy"). Puppy is a Black/Rust Harlequin Puppy with AKC Limited / Full Registration 4. Purchase Price \$2500 and includes AKC registration, microchip, age appropriate vaccinations/worming, and health certificate for domestic travel if needed for shipping. If ear cropping is desired before leaving the Seller's home, it is also included in the price. Seller will make every effort to obtain an OFA Eye Exam, BAER hearing test and Embark DNA profile before transferring to new owner. This is not always possible due to government and travel restrictions due to public health emergencies. Seller retains ownership of the health test reports done prior to placement with Buyer and their control/publication. If additional tests become available to publish with the Embark DNA panel, Seller retains the rights to publish with OFA and on the internet/website. This includes Normal/Clear, Carrier and At Risk/Affected results. There is no price difference for Limited or Full Registration and the price of airline shipping is at the expense of the puppy buyer. There was a payment (nonrefundable) made of \$750 to reserve a puppy. Final payment received \_\_\_\_\_
5. Seller's Obligations (a) Seller guarantees that Puppy is a purebred Beauceron whose litter has been registered with the American Kennel Club. Seller agrees to provide Buyer with the necessary paperwork and signatures to register Puppy individually in the name of Buyer with the American Kennel. (b) Puppy is warranted by Seller only for the purposes of being a **Companion\_X** animal. While Puppy may be capable of performing other functions, no warranty is given as to its fitness for any special purpose. (c) Seller will provide Buyer with a Puppy Packet that includes a true and correct copy of Puppy's pedigree, a history of Puppy's medical care and vaccinations, and other information. (d) Seller has done everything possible to produce healthy sound puppies both by breeding dogs that are believed at the time of breeding to be free of any physical or mental defect, or other serious health condition, and by raising Puppy in the best way possible in regards to diet, exercise, socialization and veterinary care. Puppy has been raised with the Puppy Culture protocol. Puppy has been provided with recommended vaccinations and

parasite control performed by Seller unless stated otherwise, and has been examined by Seller's veterinarian. A copy of Puppy's vaccination records and worming records will be provided to Buyer. Regardless, Seller cannot guarantee that Puppy will remain free from injury, illness or other health conditions throughout its lifetime. If companion puppy does not pass an official OFA / CERF eye exam because of a hereditary defect resulting in loss of vision or potential loss of vision, or receives a diagnosis of hip dysplasia confirmed by OFA diagnosis (before 26 months of age) then he/she will be replaced after proof of spay / neuter with a puppy from the next available litter. No cash refund will be issued and puppy does not need to be returned if buyer wishes to keep puppy as a companion. If companion puppy has been bred there is no guarantee offered. If full registration puppy has been bred prior to Final OFA certifications for hips and eyes there is no guarantee offered.

Puppy has the following health conditions known to Seller and Buyer acknowledges that he/she is purchasing Puppy with knowledge of these conditions, and Buyer will assume the costs of care related to said conditions: None at the time of placement.

#### 6. Buyer's obligations

- (a) Puppy shall be maintained by the Buyer. Puppy will be provided a secure enclosure or will be otherwise maintained under the Buyer's supervision and control so as to keep Puppy safe. Buyer will provide Puppy with adequate food, water, veterinary care (including check-ups, vaccinations or titers to insure protection from communicable diseases and any other care suggested by a competent and licensed veterinarian) and training. Puppy is to be kept as a house dog and at no time should be solely a yard or kennel dog. (b) Buyer agrees to submit the applicable paperwork so that Puppy may be registered with the American Kennel Club. Buyer agrees to use the kennel name designated by breeder as the first and only name of any and all official registry names. The remainder of the Puppy's call name is left to the discretion of Buyer. This is the "S" year so the registered name will begin with the letter "S". (c) Buyer agrees to notify Seller of any change in contact information. Buyer is encouraged to list Seller as a secondary contact if Buyer wishes to permanently identify Puppy through the use of a microchip or tattoo registry. (d) Buyer agrees to submit Puppy to a veterinary examination (hereinafter "the Examination") within three (3) business days of the date of receiving the puppy. If Puppy is found to have a physical or mental defect or other serious health condition at the examination not already disclosed by the Seller to the Buyer, Buyer is to return Puppy to Seller and Seller will replace the puppy from current or next litter upon Seller's receipt of written documentation from the veterinarian of his/her findings at the Examination, to be received within ten (10) days of the date of this Agreement. No replacement will be made if Buyer fails to submit Puppy to the

Examination, if the veterinarian of Buyer's choice fails to identify a physical or mental defect or other serious health condition at the Examination, or if Buyer fails to provide written documentation from the veterinarian of his/her findings at the Examination in a prompt and timely manner.

(e) Buyer acknowledges that Seller cannot guarantee that Puppy will achieve any particular titles (i.e. conformation championship, performance titles, etc.) Buyer is encouraged to notify Seller of any pertinent accomplishments of Puppy, i.e. titles awards, or other accomplishments recognized by the American Kennel Club or other registry or organization.

(f) In the event Buyer is unable to keep Puppy for any reason, Buyer agrees to immediately contact Seller and make return of Puppy. No refund of the purchase price will be made. If Seller exercises their option to accept return of Puppy, Buyer agrees to transfer full ownership and registration of Puppy to Seller and provide a copy of veterinary records to date. (g) In the event of Buyer's death, Puppy will either remain in the Buyer's household, be transferred to a member of Buyer's family, or Seller will be given the option to accept return of Puppy without payment of monies by Seller to Buyer's estate or heirs. In the event of Buyer's death, this Agreement will be binding on Buyer's estate and heirs. (h) Buyer agrees that if the Puppy has been sold for the purposes of ( breeding\_\_ show\_\_ **companion X** ) (I) Any change or addition to the AKC Registered name other than what appears on this contract will void all stated warranties by Sellers. And result in the immediate return of said puppy to Seller's with no refund to said Buyers. (J) At no time (i.e. Indefinitely) following the effective date shall Buyer or agents thereof make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name or reputation of Birdwing Beaucerons, Susan Griffin, Jack Carney or Shelby Vannarsdall or commit any other action that could likely injure, hinder or interfere with the program or relationships of the original owner or their affiliates. An immediate award of \$1000.00 per incident will be due to the breeder, to be enforceable in court, and subject to any and all methods of collection afforded to the breeder.

(7). Remedies. In the event that Buyer breaches this Agreement, Buyer must forfeit Puppy to Seller without refund of the purchase price in addition to other damages listed in this agreement. In the event that Seller breaches this Agreement, Buyer's damages are limited to the purchase price of the Puppy. This Agreement shall be governed by the substantive laws of the State of Indiana, without regard to conflicts of law provisions.

The parties agree to submit to the personal jurisdiction of the State of Indiana. (8).  
Miscellaneous. (a) Any changes or additional terms to this Agreement must be in the form of an Addendum and signed by both parties. (b) If any provision of the Agreement is or becomes void or unenforceable by Force or operation of law, the other provisions shall remain valid and enforceable. (c) The entire Agreement between the parties is contained herein. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
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"Seller" Susan Griffin and Jack Carney,  
Floyds Knobs, Indiana

"Buyer"

Puppy information:  
Microchip: