

Wendt Worth Corgis
Wendy L. Wendt
7443 Tilby Rd.
North Royalton, Ohio 44133
(440)653-1859

Pet Quality Pembroke Welsh Corgi Sales Contract

Wendy L. Wendt/Wendt Worth Corgis (herein referred to as Seller) and
_____ (herein referred to as
Buyer) _____ (_____
Buyers address and phone #) agree to the following sales contract for the puppy described below:

Sire
Dam
DOB
AKC #
Sex
Color

Price
Date of Sale

Seller agrees to the following:

1. The above described puppy is a purebred Pembroke Welsh Corgi and is registered with the American Kennel Club and that Limited Registration Papers or application at the time of certification of neuter/spay of said dog by a licensed veterinarian is sent to the Seller. Payment in full by cash only must be made at time of the dogs placement.
2. Seller warrants that she is the sole owner of the puppy and that Seller has full right and authority to sell puppy free and clear of right, title or interest by any person or entity not a party to this contract.
3. Seller warrants that the above-described puppy is in good health at the time Buyer assumes ownership. Buyer agrees to have the puppy examined by a licensed Veterinarian within 48 hrs of receipt of puppy. If, as a result of the examination, the Veterinarian determines that the puppy is not in good health then the Buyer shall elect to keep the puppy or return the puppy to the Seller for a refund. If the Buyer elects to return the puppy, Buyer shall, within 72 hrs after the veterinary exam, send to Seller by certified mail a written Veterinarian's Certificate stating that the puppy was in ill health when examined. Within 7 days of receipt of said Certificate to Seller, Buyer shall be obligated to return the puppy to Seller at Buyers expense at a mutually agreed upon time. Upon receipt of the puppy back from the Buyer, the Seller shall be obligated to refund all monies received from Buyer toward the purchase price of the puppy less any other expenses incurred, and further performance under this contract shall be null and void. Puppy may NOT be shipped as cargo at any time.

4. Seller warrants that this puppy has been bred from parents who have had hip radiographs and are otherwise fully health screened. The testing has been done in the best interest of producing healthy Pembroke Welsh Corgi, but does in no way guarantee that the above described puppy will pass the same exams as an adult. This Pembroke Welsh Corgi has been guaranteed to be free of any life threatening genetic condition at the time of sale. This Pembroke Welsh Corgi is also guaranteed against any life threatening genetic condition until it is one year of age. This is not a guarantee of the ability to pass any or all health clearances: this is a guarantee against only life threatening conditions. If there is such a condition, Seller reserves the right to have the dog checked by a veterinarian of Sellers choice at Sellers expense. If the diagnosis is confirmed, Seller will choose to replace the puppy as availability allows (within two years of diagnosis) with a show quality puppy from Sellers next available litter. The choice of refund or replacement puppy is solely at the Sellers discretion. If the first two veterinarians do not confirm the diagnosis, a third mutually agreed upon veterinarian will examine the puppy and this diagnosis will be considered final and binding upon both Seller and Buyer. Buyer and Seller will split the cost of the third Veterinarian equally.

5. No other warranties or guarantees, expressed or implied, are made under this contract except as stated in this contract.

The Buyer agrees to the following:

6. Buyer agrees to pay Seller the aforementioned price for possession and ownership of said puppy.

7. The Seller assumes no responsibility for physical or temperamental defects caused by the Buyers failure to provide reasonable and customary care which shall include, nail care, weight management, training and restraint (such as a fenced yard). If at any time it is determined that this dog is being neglected, abused, or raised in a manner that would be detrimental to its well being or may create a vicious dog, the Seller has the legal right to come onto the Buyers property and rescue the dog from said conditions. The Sellers opinion is the only authority required to justify this action, however such opinion must be the opinion of a reasonable Seller. This care would be a breach of contract and the dog will be repossessed. Under such circumstances, all warranties are then void, and the Buyer agrees to surrender the dog, all of its registrations, documents, with ownership transfer properly signed to the Seller. The Buyer would not receive any compensation for the loss of the dog and all ownership of said dog shall revert back to the Seller. In such a case, all authorities would be notified and appropriate prosecution would be brought against the Buyer.

8. The Buyer agrees to provide preventative health care (heart worm treatment, shots, wormings, flea and tick prevention, dental care, etc.) and to take appropriate action to maintain the health of this dog, which includes, Sellers recommendations regarding nutrition, training, exercise and general care. The Buyer agrees to not over vaccinate the dog and do titers instead of vaccinations after the age of 1.5 yrs old. Buyer agrees to make dental care, nail trimming and grooming a weekly maintenance care. This dog will be housed in a safe, secure environment that is temperature controlled in the Buyers Home with plenty of exercise and access to water at all times. We do NOT want any of our dogs to be crated all the time. They were raised with a lot of freedom to run and play and we feel strongly that they should continue to enjoy that type of lifestyle. Pembroke Welsh Corgis should NOT be allowed off lead to

roam. Buyer agrees to complete at least two basic obedience training courses with the puppy before the age of 1 yrs old.

9. Buyer acknowledges that Pembroke Welsh Corgis are prone to back and joint injuries and accepts that no replacements or refund will be made for either, except as outlined in paragraphs 3 and 4. Over exertion at young ages before growth plates have closed can cause the need for surgery or improper growth. The Buyer is aware of the importance and agrees to not allow stairs, jumping on and off furniture, or running around on slippery surfaces.

10. This puppy is being sold as a pet quality puppy and is not being sold for showing or breeding purposes. Buyer agrees to have said dog spayed or neutered by 18 months of age and not before 12 months of age. This puppy is also being sold on Limited Registration. Limited Registration means that the dog is registered but can not be bred and any litters produced by this dog are ineligible for registration. Dogs with Limited Registration may not be entered in breed competition at Dog Shows but may compete in all other AKC events. This is done to protect the puppy and the integrity of the breed.

11. If at any time the Buyer is unable to keep or care for the dog (other than as provided in paragraphs 3 and 4, above), it must be returned to the Seller. The dog may not be transferred, traded, given away or sold by the Buyer. In this event, a refund of any of the purchase price is entirely at the discretion of the Seller, and the Seller will pay no veterinary or other costs incurred by the Buyer resulting from his/her ownership of the dog, to the original Buyer of the dog under any circumstances. Buyer shall be obligated to return said dog to the Seller at the Buyers expense at a mutually agreed upon time. At any point in the dog's life, the Seller will take it back gladly.

12. Most importantly, if anything unfortunate should happen that would affect the life of this Pembroke Welsh Corgi, Seller is to be informed immediately.

13. Puppy must carry the Wendt Worth kennel name when registered with the AKC. By convention, Seller places Seller's Kennel Name at the beginning of registered name. No other kennel name shall be used in the registered name. The Seller reserves the right to provide the AKC registered name of the dog or provide a choice of names to the Buyer to select from.

14. Buyer agrees that he/she is not acting as an agent in the purchase or this puppy/dog and that Buyer will not sell this puppy/dog or its progeny to any agent, pet store or guard dog business.

15. The Buyer must provide the Seller with address, telephone numbers and e-mail address changes within 2 weeks of said changes.

16. Buyer agrees not to sue Seller and to pay any and all court/attorney's fees incurred by the Seller should any suit be brought against the Seller and Buyer in regard to this dog.

17. Additional Terms, Conditions and Warranties are to be initialed by both Buyer and Seller by each addition below. Any changes in above conditions are to be noted below and both Buyer and Seller

initials by each change.

The parties agree that this agreement constitutes the entire agreement between the parties. Any oral representation statements made prior to the execution hereof are deemed to have been incorporated herein. Any modification of this agreement must be in writing and initialed by both parties otherwise some shall not be effective. If conditions of this contract are not met, the Seller reserves the right to at any time to repossess the dog without prior warning and at no charge. This contract shall be interpreted under the laws of the State of Ohio and jurisdiction to resolve disputes solely rest in a court of jurisdiction in the State of Ohio in the county of Cuyahoga. The Seller shall be entitled to reimbursement of all expenses incurred to enforce or recover damages from breach of Sellers Contract including, but not limited to, all costs associated with the recovery of the above mentioned dog, attorney fees, filing fees, court costs, fines or other out of pocket expenses. Additionally, the Buyer agrees to pay to the Seller the sum of \$3000.00 as Liquidated Damages for each Breach of this Contract and will null and void the Health Guarantee. If the Buyer is found breeding the said dog, the Buyer agrees to pay, to the Seller, the sum of \$8000.00 as liquidated damages in addition to all expenses incurred to enforce or recover damages from breach of this contract. No refunds or replacement dogs will be given except as provided for in this sales contract.

I hereby, understand and accept all of the terms and conditions of this sales contract:

Print Name

Sign Name

Date

Seller

Wendy L. Wendt

Buyer's Address, Phone Number and E-mail