

Fairwinds Welsh Springers

Elizabeth Holmes

Contract of Sale

This sales contract entered into this _____ day of _____ 2018
between _____ (herein after referred to as breeder)
and _____ (herein after referred to as buyer)
in consideration for the sum of \$ _____. Such being the purchase price, and all mutual promises contained
within, the seller promises to and does hereby deliver and agree to transfer ownership to the buyer a Welsh Springer
Spaniel dog, of _____ sex, whelped _____
by _____
and _____.

This dog has been implanted with an AKC INDIGO ISO electronic microchip for permanent lifetime identification;
Microchip No. _____.

All litters are preregistered by the breeder with the AKC and will be eligible for AKC Limited Registrations. If at a later date the buyer wishes to show the dog in AKC Conformation Events or has displayed an active interest in other Welsh Springer performance activities and should decide to breed said dog and if the buyer has met the health screening requirements the registration can be converted to a Full AKC Registration. In order to maintain the integrity of the bloodline, the breeder reserves the right to restrict any breeding to any other dog.

The breeder does hereby warrant that said dog is in good health and that the breeder will replace said dog which proves not to be in good health if the buyer submits, within 7 days of purchase of said dog, to the breeder a statement of a Doctor of Veterinary Medicine stating the disease or infirmity the dog was suffering from on the date of sale. Upon the return of said dog it will be replaced as soon as is practicable with a dog of similar age and quality or, if the breeder so elects, the purchase price will be refunded. The replacement dog will be selected by the breeder. The breeder's liability herein under shall be limited to such replacement or refund of purchase price.

Every effort has been made to breed a healthy dog from sound and healthy stock. However development of hip dysplasia, epilepsy, eye problems or other health problems cannot be predicted by the breeder at the time of sale. The breeder makes no guarantees regarding any hereditary or congenital defects of the dog not noted on the health certificate. Should the dog develop epilepsy or hip dysplasia severe enough to warrant euthanasia within 2 years of purchase a full refund of the purchase price or replacement of the dog with one of similar quality shall be made after receipt of veterinary proof of euthanasia. The decision regarding refund or replacement rests with the buyer(s), but is dependent upon breeding plans of the breeder.

The buyer will:

- a. At the age of two (2) years have the dog tested for the following health clearances: Normal OFA Thyroid Function, OFA Hip and Elbow Dysplasia X-Rays, and OFA/CERF Eye Exam.

Additional conditions for this sale shall be as follows:

- a. The dog is to be maintained in a home and is to be humanely cared for including (but not necessary limited to) adequate food, shelter, water, and veterinary care and is to be exercised in a fenced yard or on a leash and is not to be allowed to roam free unattended.
- b. If for any reason the buyer cannot continue ownership of said dog the breeder reserves the right of first refusal. The dog cannot be sold, placed or given away to a third party without the breeder's written consent. A refund of the purchase price will not normally be considered.
- c. The breeder does not permit the indiscriminate breeding of said dog (i.e., puppy mill). If the breeder finds that he has been misled by the buyer about the intended use of this dog, the breeder reserves the right to reclaim said dog from the buyer.

- d. So that the breeder can maintain proper breeding records the buyer will notify the breeder of any health problems that may develop.
- e. The buyer is to attend at a minimum at least one puppy or beginner training class within the first 6 months of ownership.
- f. This dog is preregistered with the AKC and the kennel prefix of "Fairwinds" is to be maintained when registering this dog in your name with the AKC.

Said dog is purchased "as is" and the breeder does hereby disclaim any and all other warranties, whether expressed or implied, excepting those described in this contract of sale.

To which we have affixed our signatures the day and year first above mentioned.

Breeder: _____ Date: _____

Breeder: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____