

Wasatch Whippets
Show Puppy Bitch Sale Contract

Wasatch Whippets
Janet G. Walter
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This contract is between Wasatch Whippets (Breeder/Co-owner: Janet Walter) and _____ (Owner) residing at _____, phone number _____, regarding the purchase of a female show/breeding-potential whippet puppy for the sum of \$ _____. Hereafter Owners will be referred to collectively as Purchaser.

Payment by Purchaser of the \$ _____ purchase amount plus the acceptance of "Conditions of Sale" listed below represent full payment for the female Whippet puppy described below:

1. Description

- a. Whelped on
- b. Sire:
- c. Dam:
- d. Color:
- e. AKC Litter Registration Number:
- f. AKC Registration Number:
- g. Registered Name:
- h. Call Name: (purchaser can change call name)
- i. Breeder: Janet G Walter (herein referred to as Breeder)

2. Conditions of Sale

MEDICAL HEALTH WARRANTY (7-day Medical Caution Period)

The Breeder warrants that this Bitch is in good health, has been wormed and given immunizations according to enclosed health record, and has no disqualifying faults as characterized in the Whippet Breed Standard. The Purchaser agrees take the puppy to a veterinarian for a health check up within 7 days of purchase (Transfer Date) and to continue an appropriate vaccination schedule, medical, and nutritional care.

CONGENITAL HEALTH WARRANTY

Should the Bitch develop a health defect determined by the Breeder and a veterinary surgeon, such as hip and/or elbow dysplasia, cardiac diseases, or vision issues, an OFA preliminary review in the following six months from date of purchase, the Purchaser may return the Bitch for a full refund of the purchase price.

If, after confirmation of a congenital defect, the Purchaser should decide to keep the Bitch, the Purchaser shall not be entitled to a refund.

RETURN POLICY

1-14 days after Purchase (Transfer Date)

If within this 14-day period, the Purchaser no longer wishes to keep custody and ownership of the Bitch for any reason, the Purchaser shall, upon written notice to Breeder within the 14 Day Period, be entitled to return the Bitch to the Breeder, in a safe and proper manner, with all Documents UNUSED. The Purchaser shall receive *a refund of the full Purchase Price, free of interest*, except in the case of Purchaser neglect or injury to the Bitch.

The Bitch, registration papers, and any other documents supplied at time of transfer must be returned to the Breeder in the same condition that they were received by the Purchaser. In particular, the AKC registration application must be in UNUSED condition.

Thereafter, all right to custody and ownership of the Bitch shall revert absolutely to the Breeder and this Agreement shall be null and void and the parties shall have no other claim or remedy one against the other.

Upon receipt of written notice of Purchaser's intent to return the Bitch to the breeder, the Breeder shall be entitled to stipulate a reasonable period within which the Bitch must be returned. If the Bitch is not returned within such reasonable period specified by the Breeder, the return of the Bitch will be subject to the GIVING UP CUSTODY OF THE BITCH clause.

Any expenses incurred for return of the Bitch to the Breeder shall be paid by the Purchaser.

15-30 days after Purchase (Transfer Date)

After the initial 14 Day Period and up to thirty days from Transfer date, if the Purchaser no longer wishes to keep custody and ownership of the Bitch, the Purchaser shall upon written notice to Breeder, on or before the 30th day after the Purchase, be entitled to return the Bitch together with all the Documents to the Breeder in a safe and proper manner. Upon the safe and proper return to the Breeder of the Bitch (*with all the Documents*) in the same state of health and condition as at the Transfer Date, the Purchaser shall receive *a refund, free of interest, of 70% of the Purchase Price*, except in the case of Purchaser neglect or injury to the Bitch.

Upon receipt of notice of Purchaser's intent to return the Bitch to the Breeder, the Breeder shall be entitled to stipulate a reasonable period within which the Bitch must be returned. If the Bitch is not returned within such reasonable period specified by the Breeder, the return of the Bitch will be subject to the GIVING UP CUSTODY OF THE BITCH clause.

Thereafter, all right to custody and ownership of the Bitch shall revert absolutely to the Breeder and this Agreement shall be null and void and the parties shall have no other claim or remedy one against the other.

Any expenses incurred for return of the Bitch to the Breeder shall be paid by the Purchaser.

GIVING UP CUSTODY OF THE BITCH

Purchaser no longer wants the Bitch. In event that, for any reason, the Purchaser no longer wishes to, or is not able to, or does not maintain or rear the Bitch in the manner required by this Agreement the Purchaser *must* return the Bitch, together with all relevant documents, to the Breeder, even if the 1-14 Day Return Policy, the 15-30 Day Return Policy, the Medical Health Warranty and the Congenital Health Warranty provisions do not apply.

In such event, the Breeder shall be entitled to demand return of the Bitch and the Documents and the Purchaser must comply with such demand.

Thereafter, all right to custody and ownership of the Bitch shall revert absolutely to the Breeder and this Agreement shall be null and void and the parties shall have no other claim or remedy one against the other.

For the avoidance of doubt, if the Purchaser shall howsoever have passed or transferred the Bitch to any other party (*whether for consideration or for free*), the Breeder shall entirely at the Purchaser's cost and expense, be entitled to repossess, take custody and ownership of the Bitch and all relevant documents.

Any expenses incurred for return of the Bitch will be paid by the Purchaser.

BREEDER'S RIGHT TO RE-HOME OR SELL

In the event that the Purchaser returns or gives up custody of the Bitch for any reason, the Breeder shall be entitled to re-home or sell the Bitch (*for such price and on such terms and conditions as the Breeder shall deem fit*) to another party.

As Purchaser of a whippet puppy from Wasatch Whippets, I / we further agree:

- a. Purchaser agrees to individually register the whippet puppy described above with the American Kennel Club under the kennel name Wasatch.
- b. Purchaser agrees to keep this whippet Bitch under safe and sanitary conditions and give it maximum health protection though worming, vaccinations, periodic or needed emergency examinations by a veterinarian, and to provide appropriate nutrition.
- c. Purchaser agrees NOT to breed this Bitch unless and until this Bitch is finished to an AKC conformation championship.
- d. Purchaser agrees before ever doing any breeding of this Bitch to have OFA certifications of its eyes and heart, receiving a passing grade (fair or higher).
- e. Should the Purchaser decide to breed this Bitch, under the conditions stipulated prior to any breeding of this Bitch, Purchaser agrees to consult with Breeder regarding selection of stud dogs to breed to this Bitch.
- f. Purchaser allows Janet Walter to pick one puppy, sired by an agreed upon stud dog, from either a first or second litter out of this Bitch. Janet Walter agrees to either exercise or waive the right to a pick puppy by the time the puppies are 8 weeks old.
- g. Purchaser agrees to sign any document necessary regarding ownership of this Bitch or puppies from this Bitch.
- h. Purchaser may ONLY by Breeder's Permission spay (only with consent from Wasatch Whippets) a Wasatch show quality Bitch.
- i. The Purchaser agrees to appropriately socialize and provide at least basic obedience training for the Bitch and to immediately contact the Breeder if any social or behavioral problem should arise in connection with this Bitch.
- j. The Purchaser further agrees to not sell or donate the Bitch to any breed rescue, humane society, animal shelter, research facility or similar organization.
- k. The Purchaser agrees to return the Bitch to the Breeder if the Purchaser cannot keep the Bitch.
- l. In case of Purchaser neglect or injury to the Bitch, the GIVING UP CUSTODY OF THE BITCH clause will apply.
- m. No other warranties are made, either expressed or implied.

I / we understand and agree to follow these conditions of sale:

DATED: _____
Wasatch Whippets, Breeder/Co-Owner: Janet Walter

DATED: _____
Owner/Purchaser:

DATED: _____
Owner/Purchaser: