

ANWEN WELSH SPRINGER SPANIELS

Deryn Barnes 8584 Lory Road Black Creek BC, Canada V9J 1B8  
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SHOW/BREEDING PROSPECT SALES AGREEMENT

Regarding the sale of the Welsh Springer Spaniel dog,

whelped on \_\_\_\_\_

Registered Name Anwen's \_\_\_\_\_ (the dog or puppy)

Registration Number (CKC) \_\_\_\_\_ Sex \_\_\_\_\_ Colour Red & White

Sired by \_\_\_\_\_

Registration Number \_\_\_\_\_ Colour Red & White

Out of \_\_\_\_\_

Registration Number (CKC) \_\_\_\_\_ Colour Red & White

Owned and bred by Deryn Barnes, Anwen Welsh Springer Spaniels, this agreement is between Deryn Barnes (we, the seller)

And \_\_\_\_\_ (you, the buyer or buyers).

The dog is sold as a show/breeding prospect puppy for the purchase price of \$ (CAD) of which a \$ 300 deposit has been paid. If we are unable to provide you with a suitable and healthy puppy of at least nine weeks of age, then the deposit will be returned to you. If you decide not to take an available puppy after agreeing to buy the puppy and sending the deposit, then the deposit will be forfeited to the seller. The balance of the purchase price is due before the puppy leaves the seller's residence.

A) We agree to refund the purchase price if either,

1. Within the first 48 hours of you taking possession of the puppy, you are unsatisfied with the puppy,

or 2. Within the first 72 hours of you taking possession of the puppy, a veterinarian notes unsoundness or significant defect. We must receive written documentation from the attending veterinarian before the puppy is returned. Within these time periods, we must receive notification of you deciding to return the puppy. A full refund will be made after the puppy, registration documents and health records have been returned to us. Accidents

and/or abuse and/or neglect during your possession are not grounds for a refund. We will pay for half the shipping charges.

B) You agree to:

1. Have the puppy examined by a veterinarian within 72 hours of you taking possession of the puppy.

2. Vaccinate the puppy against distemper, hepatitis, Para influenza and parvovirus at 12 weeks of age and as recommended by a veterinarian thereafter.

3. Vaccinate the puppy against rabies by 6 months of age and as recommended by a veterinarian thereafter.

4. Check the puppy for the presence of intestinal parasites at the first veterinary examination, again in six months and at least yearly thereafter.

5. Have hips, elbows and thyroid evaluated between 24-26 months of age.

a) Hips and elbows are to be evaluated for dysplasia using X-rays taken by a veterinarian using AVMA or CVMA recommendations for positioning. The X-rays are to be submitted to OFA for evaluation and registration in their database.

b) The puppy is to be tested for signs of thyroiditis using a panel of blood tests. The blood is to be collected by a veterinarian and tested by an accredited laboratory according to OFA requirements. The test results are to be submitted to OFA for evaluation and registration in their database. If you plan to breed the puppy and the first thyroid determination is not OFA normal then you are encouraged to delay breeding and discuss the implications with both your veterinarian and the seller. On all OFA applications, you are to indicate that both normal and abnormal results are to be released to the public. Preliminary evaluations may be done, but if so then they must be repeated between 24-26 months of age.

6. Have eyes evaluated between 12-26 months of age. The examination is to be performed by an ACVO or CAVO approved veterinary ophthalmologist using CERF methods. CERF/OFA registration is desired, but not mandatory.

7. We are to be promptly notified of the evaluations for hips, elbows, thyroid and eyes. This is important information used in breeding programs. Upon completion, we agree to contribute the amount of \$200 towards the cost of the tests.

C) Should the puppy be found to have any of the following conditions, we agree to replace the puppy with another show/breeding prospect puppy:

1. Hip dysplasia, abnormal elbows or Idiopathically reduced thyroid function is determined by OFA at between 12-26 months of age.

2. Juvenile cataracts, PRA, glaucoma or congenital entropion is determined by an ACVO or CAVO approved veterinary ophthalmologist at between 12-26 months of age.

3. Diabetes Insipidus is confirmed by a veterinarian before age 7 years, following appropriate tests and ruling out an acquired condition.

4. Epilepsy is confirmed by a veterinarian before age 7 years, after ruling out poisoning, tumor or trauma and after the following minimum blood work: blood sugar for diabetes or hypoglycemia; T3/T4/TSH panel for liver function; heavy metals for toxicity. If we are unable to provide a replacement show/breeding prospect puppy within one year of receiving a written request with supporting documentation from a veterinarian for any of the above conditions then the original purchase price will be refunded to you. In such case, you may keep the puppy; it must not be bred and must be spayed/neutered with the advice of a veterinarian. Should the dog happen to be bred, accidentally or otherwise, prior to receiving all health clearances (specifically OFA hips normal, OFA elbows not abnormal, OFA thyroid normal and CERF eyes normal) or after you have made the request for replacement then we are under no obligation to replace the dog or adjust the price.

D) You further agree to:

1. Care for the dog humanely (including adequate food, shelter, water, exercise and veterinary care) and to license and keep the dog in accordance with the local laws.

2. Keep the dog as a house pet, to be exercised in a fenced yard or on a leash, and not to be free to roam unattended.

3. Have all family members read and discuss the book "How to Raise a Puppy You Can Live With". All family members must be **TOTALLY FAMILIARIZED** with the methods given in this book and agree to use them with the puppy. We will provide a copy of this book to you upon receipt of the deposit.

4. Attend and complete one set of group puppy training and socialization classes or one set of basic group obedience classes prior to the puppy attaining 8 months of age. The classes must be based on motivational training methods and not to participate in any training classes that promote or advocate hitting, jerking or yelling at the dog.

E) Should you at any time decide to sell or re-home the dog we must first be contacted by you and offered the right of first refusal to have the dog returned to us. In no case may the dog be sold or given to others without a contract containing the restrictions and undertakings of this agreement. In no case may the dog or any offspring be sold to a pet shop or any wholesale or retail buyer.

F) Should you return the dog for any reason then a signed CKC registration application, pedigree and health information (including rabies certificate and rabies tag) are to be returned with the dog. We will return to you any monies received from the resale of the dog, less any costs incurred.

G) As a show/breeding prospect puppy, you agree:

1. To maintain the dog in show condition, including proper weight, basic coat grooming, nails, teeth and ears.
2. To show the dog for CKC or AKC points in at least 10 conformation events before 3 years of age. Alternatively, it may be at least 5 field trials plus 5 conformation events. At least 2 of the conformation events must be after 18 months of age. You are encouraged to become a member of the Welsh Springer Spaniel Club of America (and the Welsh Springer Spaniel Club of Canada, should it be revived). We may be approached as a sponsor.
3. If the dog is a male, to make the dog available for stud service to any Welsh Springer Spaniel bitch we own or co-own. We will assume all costs incurred in transportation and in breeding of the bitch.

H) If and when the dog is bred:

1. You will breed with due regard to breed standards, health clearances (specifically hips, elbows, thyroid and eyes, as noted above in section B, item 5), temperament and genetic diversity.
2. You agree that all puppies produced from the breeding of the dog, whether as stud or bitch, will be placed/sold with contracts. For a bitch, the dog shall not be bred more than 5 times or within 12 months of the last litter without written permission from the seller. These contracts must include requirements to the effect that:
  - a) "Should the buyer decide to sell or re-home the dog then the buyer must first contact the puppy seller and upon request return the dog to the seller."
  - b) "The puppy and owners will attend and complete puppy training or one set of basic obedience classes which utilize motivational training methods prior to 8 months of age."
  - c) "The puppy will receive all of its necessary vaccinations, including rabies, as indicated and administered by a veterinarian."
  - d) "The buyer agrees to care for this dog humanely (including adequate food, shelter, water, exercise and veterinary care), to license the dog in accordance with local laws and to keep this as a house pet, to be exercised in a fenced yard or a leash and not to be free to roam."
  - e) "The puppy will have hips, elbows and thyroid evaluated by OFA between 24-26 months of age. On all OFA applications, the buyer is to indicate that both

normal and abnormal results are to be released to the public. All test results are to be reported to both the stud dog and bitch dog owners."

f) "Should the buyer decide to breed the puppy then the seller is to be promptly notified of evaluations of hips, elbows, thyroid and eyes."

3. The owner/breeder of the bitch must provide adequate and proper stimulation, socialization and health/sanitary conditions for the puppies as directed in the book "How to Raise a Puppy You Can Live With". The owner/breeder of the bitch must agree to provide each puppy owner with a copy of the book, Page 5 of 6 "How to Raise a Puppy You Can Live With" (Rutherford and Neil, ISBN #0-931866-57-X) prior to them receiving a puppy. The puppy owners MUST read this book PRIOR to getting a puppy. The owner/breeder of the bitch must agree to maintain regular contact with the puppy owners (at least every six months) and to relay any and all pertinent information regarding health, temperament, training and offspring to you. The owner/breeder of the bitch must maintain a list of names, addresses, and phone numbers of these puppy owners and provide it to the seller on request.

I) If you wish to spay/neuter the dog, you may do so with the advice of a veterinarian provided either

1. The veterinarian declares it to be an urgent health issue,

2. You and we first agree in writing, or

3. The dog is over the age of seven years and if a male, you have made every reasonable effort to give us at least six months written notice.

J) You agree to maintain regular contact with us (at least every six months) regarding health information, training progress and any problems or questions. This information is of great value to the seller in evaluating their breeding programs. You and we agree to inform each other of any changes in address, email or telephone numbers so that contact can be maintained.

The seller makes no representations, warranties or guarantees other than those described in this agreement. The seller is not in any way liable for loss, damage or injury caused by the dog, whether real or perceived. The seller is not responsible for any costs associated with determining or treating any condition or health problem the dog may or may not have or develop. The seller is not responsible for the care of the dog unless and until it is returned under the terms of this agreement. In the event of a dispute stemming from this agreement, the laws of the Province of British Columbia will apply. Both parties agree to seek resolution under the provisions of the Civil Resolution Tribunal Act. In the event of a dispute involving the quality of or suitability of the dog then the opinions of the seller shall over-ride that of all others. By signing below, each party certifies having read this agreement, knowing and understanding the meaning and intent of this agreement, and committing to its undertakings.

We, the Seller: \_\_\_\_\_ Date: \_\_\_\_\_

(at the address and contacts first noted above)

You, the Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

and if co-owned \_\_\_\_\_ Date: \_\_\_\_\_

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

E-mail: \_\_\_\_\_ Tel: \_\_\_\_\_