



WITCH CREEK CORGIS

contract

This agreement is made and entered into on [Date] between [Breeder's Name], hereinafter referred to as the "Breeder," and [Buyer's Name], hereinafter referred to as the "Buyer." Buyer and seller agree to the following conditions of sale:

1. DESCRIPTION OF DOG:

The Breeder agrees to sell and the Buyer agrees to purchase one [American Corgi] puppy, born on [Date of Birth], with the following description:

Name: _____	Breed: _____
Date of Birth: _____	Registration: _____
Sex: _____	Color/Marks: _____
Dam & Sire: _____	Microchip ID: _____

2. PURCHASE PRICE:

The total purchase price for the puppy shall be \$2000 dollars (\$ two thousand dollars), payable as follows: [Details of Payment Schedule, if applicable].

3. HEALTH GUARANTEE:

The Breeder guarantees that to the best of their knowledge the puppy is in good health and is current on all age-appropriate vaccinations at the time of the sale. The fact the puppy is immunized does not guarantee immunity. It MUST have a series of vaccinations, with the final booster given between 4 and 5 months of age. The seller guarantees the health of the puppy up until they are 1 years of age.

- The Buyer agrees to have the puppy examined by a licensed veterinarian within [3 days] of purchase for the genetic health guarantee to be in effect. Injury beyond the seller's control is not guaranteed. Every effort is made to ensure the puppy's health and well-being. Breeder is not responsible (puppies go through stress during moves to their new homes) for environmentally induced disorders such as, but not limited to kennel cough, pneumonia, hypoglycemia, coccidiosis, giardia, parasites, mites and other autoimmune disorders that are not covered in this guarantee. These conditions are all treatable and do not warrant an exchange in the puppy. Every preventative effort has been made by the Breeder (worming, vaccinations, albion treatments) to guard against these types of problems.

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In the event that a veterinarian should find the puppy/ dog to have a life-threatening illness or life altering genetic defect (which does not include being a carrier or at risk for DM, EIC, VWD1, or IVDD), the buyer will have 7 days to notify the Breeder. All veterinarian records of illness and any/ all registration papers or other related documentation should be provided by the buyer. Breeder shall reserve the right to have the diagnosis confirmed by a Veterinarian of their choice before any replacement puppy will be given. It is the buyer's sole responsibility to return the puppy despite distance from the breeder. If the puppy, all paperwork and vet records are not returned the guarantee is void. The buyer may have to wait until the next available litter. No monetary refunds will be made.

- Breeder is not responsible for any Vet bills or Expenses. Buyer will provide breeder with a veterinarian's stating cause of death prognosis, to be examined by breeder's veterinarian. A 2nd opinion may be required by the breeder as well. If justifiable by both vets, a puppy of equal value will be exchanged for a defective puppy, when a puppy becomes available. All shipping costs are the buyer's responsibility. The breeder agrees to provide the buyer with an accurate pedigree and written health information at the time of sale. This will include all Immunizations and worming records. The breeder guarantees the puppy to be in good health at the time it leaves the breeder's possession for delivery to the buyer and for 72 hours thereafter. If the veterinarian deems the puppy ill or unable to live a normal life, the buyer may return the puppy to the breeder for a replacement puppy of equal value when available. If the puppy has any known physical defects, they are listed here ___NONE___.
- The buyer agrees to notify the breeder of any significant health problems encountered that might be of a genetic/ hereditary origin.

4. SPAYING/NEUTERING:

The buyer's purpose for purchasing the above puppy is for Pet ___X___ Breeding ___.

FOR PETS:

The Buyer agrees to spay/neuter the puppy by [18 months of age]. Proof of spaying/neutering must be provided to the Breeder by [Date] with a veterinarian statement (with microchip number). Failure to comply with this requirement will result in a \$1000 (\$ One Thousand dollar) Fine, to be paid Immediately after the dog reaches 18 months of age.

5. BREEDING RESTRICTIONS:

FOR PETS:

The Buyer agrees not to breed the puppy under ANY circumstance! The buyer agrees they will not breed said puppy to another dog. If the puppy is found to have been bred it will result in a \$2500 fine and forfeiture of the dog and all puppies from the breeding, plus all court costs and Incurred expenses for the breeder to care for the litter. The Breeder reserves the right to reclaim the dog and terminate this agreement without refund.

FOR BREEDERS: The Buyer has written consent to breed the puppy purchased from the breeder with breeding rights. We cannot guarantee that said puppy will naturally breed, be fertile, or deliver puppies. In the event that the puppy/dog produces its first litter, the health warranty ends regardless of age.

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6. CARE AND MAINTENANCE:

The Buyer agrees to provide proper care, nutrition, and medical attention to the puppy throughout its life. This includes but is not limited to regular veterinary check-ups, vaccinations, and heartworm prevention.

7. OWNERSHIP TRANSFER:

Ownership of the puppy will be transferred to the Buyer upon receipt of full payment. The Breeder will provide the Buyer with all necessary registration papers and health records at the time of purchase.

8. RETURN POLICY:

If for any reason, during the pet's lifetime, the buyer is unable to care for the dog and needs to find a new home for a dog that I have sold to them, the buyer agrees to contact the seller immediately and I will assist in relocating the puppy to a new home or take the dog back, rather than see it placed in a shelter. The health warranty is void if the puppy/ dog is transferred to a new owner. You will not be provided with a refund. However, if the seller receives any money from the new home, they will provide you with the funds received minus a \$500 fee and any actual expenses incurred by the seller. The seller is not obligated to rehome the dog and may choose to keep it instead.

9. GOVERNING LAW:

This agreement shall be governed by the laws of [Indiana/ USA], and any disputes arising out of or in connection with this agreement shall be resolved through arbitration in [Greenwood, IN], [USA].

10. ENTIRE AGREEMENT:

This agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.

11. CONFIDENTIALITY:

Both parties agree to keep all terms and conditions of this agreement confidential and not to disclose them to any third party without the written consent of the other party.

12. INDEMNIFICATION:

The Buyer agrees to indemnify and hold harmless the Breeder from any claims, damages, or liabilities arising out of the Buyer's actions or negligence. The Buyer further agrees to cover all legal costs incurred by the Breeder in defending against such claims.

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13. SEVERABILITY:

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties agree to negotiate in good faith to replace any such provision with a valid and enforceable one that reflects the original intent of the agreement.

14. AMENDMENTS:

This agreement can only be changed in writing and signed by both parties. Any changes will be attached as an addendum, becoming an integral part of this agreement. Verbal agreements won't affect this agreement unless written and signed by both parties, and amendments are binding from their execution date.

15. ASSIGNMENT:

Neither party may assign or transfer their rights or obligations under this agreement without the prior written consent of the other party.

16. NOTICE:

Any notice required or permitted to be given under this agreement shall be in writing and shall be deemed to have been properly given when delivered personally or sent by certified mail, postage prepaid, to the addresses listed below.

17. WAIVER:

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of such provision or the right to enforce it.

18. LIMITATION OF LIABILITY:

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this agreement.

19. GOVERNING LANGUAGE:

This agreement is written in [English], and any translation of this agreement into another language is for convenience only, and the English version shall prevail in case of any discrepancy.

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20. COUNTERPARTS:

This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**This guarantee is Null & void if the above recommendations are not adhered to.
I understand this is a legally binding contract, and failure to comply with the terms set forth in
this agreement may result in legal action.**

In Witness Whereof, the parties have executed this agreement as of the date first above written.

Breeder's Signature (Over Printed Name)

Jessica Royalty

Printed Name

Date

Buyer's Signature (Over Printed Name)

Printed Name

Date



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