



WITCH CREEK CORGIS

Pet Contract

This agreement is made and entered into on ____ / ____ / ____ between Jessica Royalty, hereinafter referred to as the "Breeder," and _____, hereinafter referred to as the "Buyer." Buyer and Breeder agree to the following conditions of sale:

1. DESCRIPTION OF DOG:

The Breeder agrees to sell and the Buyer agrees to purchase one _____ puppy, born on ____ / ____ / ____, with the following description:

Name: _____	Breed: _____
Date of Birth: _____	Registration: will be provided upon proof of neuter _____
Sex: _____	Color/Marks: _____
Dam & Sire: _____	Microchip ID: _____

2. PURCHASE PRICE: Pet / Limited Registration

The total purchase price for the puppy shall be \$2,200 (two thousand two hundred dollars) payable as follows:

[\$500 NON-REFUNDABLE Reservation fee to Hold puppy of your choice, Remaining \$1700 due 1 week prior to pick up day]

→ If buyer paid a Waiting List Deposit of \$150.00, buyer still owes a NON-REFUNDABLE Reservation fee of \$500.00 at the time of reserving a puppy. The \$150.00 Waiting List Deposit will be applied toward the total purchase price, leaving a remaining balance of \$1550.00 due 1 week prior to pick up day.

Buyer understands that the puppy/dog must be paid in full before the puppy/dog is allowed to leave the breeder.

Buyers initials: _____

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. Breeder asks that the buyer not bring the puppy/dog into public places or around other unvaccinated puppies/dogs where infection can occur before the puppy/dog's last puppy vaccinations are received.

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. Puppies go through stress during moves to their new homes. Breeder is not responsible 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.

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, any/ all registration papers 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.

Breeders initials:_____

Buyers initials: _____

4. SPAYING/NEUTERING:

The buyer's purpose for purchasing the above puppy is for Pet __X__

FOR PETS:

The Buyer agrees to spay/neuter the puppy by no later [18 months of age]. Proof of spaying/neutering must be provided to the Breeder by [/ /] 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.

→ I agree that by purchasing the following puppy/dog, I am agreeing to make a scheduled appointment for spay/neuter by no later than when the puppy/dog reaches 16 months to be completed before the puppy/dog turns 18 months old.

→ I agree that by purchasing the following puppy/dog, I am acknowledging and agreeing that spay or neuter must be completed by the time the puppy/dog turns 18 months of age without exception. The Breeder does not offer automatic extensions for any reason, including but not limited to heat cycles, veterinary recommendations to delay the procedure, or personal scheduling conflicts. ♦ Any request for an extension must be submitted to the breeder in writing no less than 30 days prior to the spay/neuter deadline. The breeder reserves the right to approve or deny such requests at their sole discretion.

If an extension is denied, the buyer is still required to have the spay/neuter procedure completed on or before the original deadline. Failure to comply will be considered a breach of contract and may result in legal action and/or repossession of the dog, as outlined in this Sales Contract.

Deadline for Spay/Neuter: _____

Deadline in this agreement is the absolute latest day that this event should be completed.

Buyers Signature: _____

Spay/Neuter Contract Terms & Conditions→ (Pet Only): Breeder requires confirmation of spay/neuter from the vet within 1 (one) week of completed spay/neuter of the listed puppy/dog. It is up to the buyer to ensure that the breeder receives agreed upon paperwork from the vet prior to the Deadline. In the event that the buyer does not follow through with having the puppy/dog spayed or neutered by the Deadline, the breeder can demand from buyer:

→ Buyer to relinquish the puppy/dog immediately to the breeder with no offer of a refund/payment in lieu of the puppy/dog. Buyer would be responsible for any and all transport costs to return the puppy/dog back to the breeder. Buyer acknowledges that the breeder can choose to keep the puppy/dog intact for their program, or choose to spay/neuter the puppy/dog and place him or her in a new home. Breeder may choose to sell the puppy/dog to the original buyer out of the kindness of their heart for \$_____, which would be used to cover the costs of the spay/neuter of the puppy/dog and any extra vet care/supplies/food used during the puppy/dog's stay with the breeder.

→ Buyer can have the puppy/dog immediately spayed/neutered within the next 30 days post the Deadline to remedy the contract without penalty.

5. BREEDING RESTRICTIONS: (FOR PETS)

The Buyer agrees not to breed the puppy under ANY circumstance! In the event that the puppy/dog is bred– whether purposefully or unintentionally– it will result in a \$2500 fine and the Buyer agrees to relinquish possession/rights of the puppy/dog and his/her litter immediately to the Breeder, effective immediately. Any monetary value and/or fees the breeder incurs to collect the puppy/dog and his/her litter from the buyer are at the expense of the buyer. If the buyer chooses to not acknowledge the choices the breeder has given to remedy the breach, and/or avoids the breeder's demands– the breeder will start the process of suing the buyer. The buyer understands that if the breeder has to actively remedy this issue within the court of law, buyer understands that the breeder has every right to impose an extra \$1000.00 penalty against the buyer for not remedying the issue amicably outside of court.

By initialing– I understand, acknowledge and agree to all of the terms and conditions listed in the *Spay/Neuter Contract (Pet Only)* and the *Spay/Neuter Contract Terms & Conditions (Pet Only)*:

Buyers initials: _____

6. REGISTRATION :

Breeder certifies this puppy/dog is eligible for registration with the registry– _____, as a purebred _____.

PET ONLY:

Breeder will provide proper forms for registration after the puppy/dog has been spayed/neutered as per the "Spay/Neuter Contract". Breeder will have the forms mailed or electronically delivered via email to the buyer as soon as the breeder has received vet confirmation of a completed spay/neuter for the puppy/dog.

☐ I would like to purchase this puppy/dog as a Pet with Limited Registration, and with doing so- I understand that this means that this puppy/dog will need to be spayed/neutered prior to 18 months of age, also known as the Deadline as discussed in both parts of the Spay/Neuter Contract & Spay/Neuter Terms & Conditions.

7.GO HOME DAY/SHIPPING :

Puppy/Dog is available to go to his/her new home as of _____ when the puppy is over eight (8) weeks old. The breeder and buyer must come to an agreement on a day when both parties are available for the exchange. The exchange must be completed within a timely manner, and shall not exceed one week past the puppy turning eight (8) weeks old unless agreed on by both the breeder and the buyer. The buyer **must** have the puppy paid for by the time the puppy turns nine (9) weeks old. If the balance is not paid at that time, the purchase agreement/sales contract will be considered breached and any/all payments shall not be refunded. The breeder shall still have ownership of the puppy and will have full rights to list the puppy/dog for sale as soon as they have a chance to.

Buyer initials: _____

If the buyer is unable to pick up the puppy/dog by the time the puppy/dog is nine (9) weeks old, the breeder can agree to house/board the puppy/dog for an extension of up to two (2) extra weeks. The buyer understands that this is not without compensation to the breeder and acknowledges that past nine (9) weeks of age, the buyer becomes fully responsible for all health care and vet bills in regards to the puppy/dog. There will also be a boarding fee of \$25 per day starting the day after the puppy/dog turns nine (9) weeks old. All expenses for deworming and vaccinations will be the responsibility of the buyer after the puppy is nine (9) weeks of age.

Buyers initials: _____

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 flea, tick & heart-worm prevention. In the event that the buyer does not abide by these terms, Breeder may take back the puppy/dog back into their care and the buyer would be forced to relinquish any ownership back to the breeder. No Money would be refunded back to the buyer.

Buyers initials: _____

8. RETURN POLICY:

In the event that the buyer is no longer able to keep or care for the puppy/dog **for any reason**, the puppy/dog **must be returned to the breeder—no exceptions.** Any cost associated with returning the puppy to the breeder, transportation fees, etc. is the buyers responsibility. You will not be provided with a refund. However, if the seller receives any money from the new home, they may provide you with the funds received minus a \$800.00 fee and any actual expenses incurred by the breeder. The breeder is not obligated to rehome the dog and may choose to keep it instead. Under no circumstances shall any puppy or dog originating from the breeder be surrendered to a shelter, rescue, foster care, or rehomed independently by the buyer.

The breeder retains the **first and only right of return**, and the buyer agrees that they will not transfer ownership of the puppy/dog to any third party—including but not limited to friends, family, or acquaintances—without prior written approval from the breeder. If the breeder consents to the buyer rehoming the dog, the buyer is required to spay or neuter the dog prior to any transfer of ownership, regardless of the dog's age at the time of rehoming. Proof of spay/neuter must be provided to the breeder before the dog is released to a new home. The health warranty is void if the puppy/ dog is transferred to a new owner. The buyer must also provide full contact information for the new owner at least 48 hours prior to the transfer. The new owner must be informed of, and agree to, all relevant terms in the original contract.

Failure to comply with any portion of this section will be considered a material breach of contract. In the event that the dog is rehomed intact or without breeder approval, or if the new owner violates the original contract, the original buyer agrees to pay liquidated damages in the amount of \$5,000.00 to the breeder. This fee is not a penalty, but a fair and reasonable estimate of damages incurred due to the breach, particularly due to the risk of unapproved breeding, contract violations, and potential harm to the breeder's breeding program and reputation.

Buyers initials: _____

9.GENETIC TESTING :

The breeder guarantees that the puppy/dog is not "At Risk" for the following genetic conditions– Degenerative Myelopathy (DM), Exercise Induced Collapse (EIC) or Von Willebrand Disease Type 1 (VWD1). Breeder can provide proof of genetic testing results at request from parentage results or personal testing done on the puppy/dog.

Breeders initials: _____

Breeder guarantees that this puppy/dog's testing is as follows based on parentage:

Degenerative Myelopathy: _____

Exercise Induced Collapse: _____

Von Willebrand Disease Type 1: _____

Traits: _____

Breeders initials: _____

10. 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].

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.

13. 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.

14. ASSIGNMENT:

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

15. 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.

16.SEVERABILITY CLAUSE:

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Breeders initials:_____

WITCH CREEK CORGIS

Buyers initials: _____

This is a mutual agreement made between the breeder and buyer. All terms are binding and non-negotiable. Should it become necessary to pursue legal action to fulfill the terms of this contract, buyer will be held liable for all legal fees and court costs. It is agreed by both parties that the laws of the state of Indiana, county of Johnson, will have jurisdiction over this contract. By our signatures, we affirm that we have read, discussed and understand the terms and conditions of this agreement. We

agree to abide by the letter of the terms and conditions of this agreement and to waive all other Buyer's rights. It is understood that there are no warranties, expressed or implied, other than those contained in this agreement. Having read the above agreement with the full understanding of the contents herein, we cheerfully enter into this agreement. The 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)

.....
Date

Jessica Royalty
1243 Stonegate road Greenwood, IN 46142
317-987-6618
Witchcreekcorgis@gmail.com
.....

.....
Buyer's Signature (Over Printed Name)

.....
Date

.....
Printed Name

.....
E-mail

.....
Buyer's Address

