

# Kelby Creek Puppy Sales Agreement

This agreement is executed on this date \_\_\_\_\_ between Mary L. Gaudio as Breeder and litter owner (herein after as “Seller”) and the party or parties referenced below as “Buyer”.

Name of Buyer(s): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_

Vizsla Puppy Litter Call Name/Color: \_\_\_\_\_ Sex: \_\_\_\_\_

AKC Litter Registration #: \_\_\_\_\_ DOB: \_\_\_\_\_

(See attached copy of AKC puppy registration certificate or litter application if still pending).

The following terms and conditions constitute a binding sales contract between the Buyer and Seller regarding the puppy described above. This Agreement is made for the mutual benefit and protection of the Buyer and Seller, for the protection and welfare of the named puppy, and for the protection, preservation and integrity of the Vizsla breed.

## **Purchase Price and Material Terms of Sale.**

1. **Price.** This Vizsla Puppy is a purebred dog, registerable with the American Kennel Club. The purchase price for the puppy is \$ \_\_\_\_\_, payable upon delivery of the puppy, unless otherwise specified as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Quality of Life.** Buyer agrees that the puppy will **live indoors** as a member of the family; be free of abuse and neglect, and never be allowed to roam freely without proper fences or supervision. Buyer agrees that the dog is to be kept primarily in the Buyer’s living quarters as a beloved family pet for the duration of its life. Buyer acknowledges that Vizslas are a very sociable breed and must be provided daily interaction with family members. Buyer also acknowledges that Vizslas are intelligent, energetic and athletic and that they need proper (but not excessive) exercise for their optimal physical and mental health. The Buyer shall be responsible to maintain the puppy by feeding high quality food, providing necessary veterinary care on a timely basis, and taking all other steps necessary to care for the dog.

Buyer agrees that, while the puppy is being transported in a vehicle, it will be in an appropriately sized crate (such as a Ruff Tough Kennel or Vari Kennel; **not a wire crate**).

**3. Restrictions on Disposition or Sale.** The Buyer agrees that this dog shall never be placed in a shelter or pet shop, or euthanized as a means of disposal (unless absolutely necessary as a result of terminal illness or trauma). This dog may not be sold or transferred to any commercial dog breeding operation. If at any time the Buyer can no longer retain possession of, or adequately care for this dog, the Seller shall be notified. In such event the Seller shall be given the option of resuming full ownership of the dog or approving another home for the dog. If the Seller receives the dog, the Seller shall become the AKC registered owner and the Buyer shall facilitate such transfer.

### **Registration, Testing and Show Provisions**

**4. Registration.** Buyer agrees to register the puppy with the American Kennel Club within one month of delivery. Buyer agrees to use Seller's kennel name "Kelby Creek" as a prefix or suffix for the puppy's registered name. Buyer also agrees to complete and submit the AKC DNA test for this puppy within 90 days.

**5. Micro-chip, Name Tags, and Tattooing.** Buyer agrees to have this puppy fitted with a registered micro-chip by a licensed veterinarian at the appropriate age, as recommended by a licensed veterinarian. Seller will be listed in the microchip registry as an alternate contact. Buyer agrees at all times to keep a current name tag on the dog to facilitate return of the dog if lost. Seller recommends, but does not require, having a tattoo of the dog's AKC registration number applied to the dog's inner thigh.

### **Health Provisions**

**6. General Health.** The Seller warrants that on the date of this contract, the puppy appears to be free from any communicable diseases, is in apparent good health, and is free from any wounds, injuries, or other health concerns, except as may be noted here:

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The puppy has been examined by a veterinarian, has had all vaccinations appropriate for its age, has been de-wormed, has had its dewclaws removed and tail docked according to the VCA Vizsla standard.

**7. Examination.** Buyer may have the puppy examined by a licensed veterinarian, at Buyer's expense, within seven days after delivery of the puppy to Buyer. Should the veterinarian certify in writing that the puppy is ill or unsound due to no fault of Buyer, the Buyer may elect to immediately return the puppy for a full refund of the purchase price. Buyer and Seller agree that if a veterinarian certifies the puppy is ill or unsound, the Seller shall be advised immediately (the same day as the vet check) if the puppy is to be returned to the Seller. The Buyer is responsible for all costs involved in returning the puppy to the Seller.

**8. Health Care.** Buyer agrees to keep this dog on a current vaccination, deworming, and health care schedule as recommended by a licensed veterinarian, and to immediately seek veterinary care if the dog exhibits illness or suffers a significant injury. Buyer agrees to complete the vaccinations in accordance with the protocols established by Cherry Valley Veterinarians in Duvall WA. If Buyer has acquired a male puppy, buyer agrees to examine the puppy on a daily basis until the puppy is six months of age, to make sure the puppy's testicles remain descended.

**9. Notification of Serious Illness.** Buyer will notify Seller immediately in the event the puppy is diagnosed with a serious illness.

**10. Health of Parents.** Both parents of this litter conform to the Vizsla breed standard and both parents have had a successful show career, both achieving an AKC Championship. Both parents have been tested for hip dysplasia, thyroid abnormalities, eye conditions, and cardiac abnormalities. Both parents have been found clear of any abnormalities within these categories by licensed veterinarians, according to the standards set forth by the OFA (Orthopedic Foundation for Animals). Both parents qualify for a CHIC # and their records can be accessed on-line with the OFA. The breeders have made a good faith effort to assure Buyer is receiving a healthy puppy, but they cannot and do not guarantee that this puppy will never develop a health issue, genetic or otherwise. Unless specifically agreed, it is not guaranteed that this puppy will pass all OFA tests as it matures.

**11. Orthopedic Health.** Hip dysplasia is an orthopedic condition that impacts all dog breeds, some more than others. It is a constant concern for breeders, because it occurs despite having bred dogs clear of hip dysplasia for generations. Vizslas have a relatively low incidence of hip dysplasia as compared to other breeds, being ranked 136<sup>th</sup> out of the 187 breeds evaluated by the OFA. The incidence of hip dysplasia in Vizslas is a relatively low 6.9% (as compared to, for example, 19.9% in Golden Retrievers, and 39.9% in Sussex Spaniels). In some breeds the incidence of hip dysplasia is as high as 70%! Fortunately, many Vizslas with mild hip dysplasia never have any apparent symptoms.

Hip dysplasia has a genetic component, but there are several other factors that may cause hip dysplasia, or worsen a dog's likelihood of developing hip dysplasia. Buyer acknowledges that hip dysplasia has several major causes including: genetics, spaying or neutering before two years of age, diet, over-feeding and too much exercise (especially on hard surfaces and at a young age). Current statistics for ***unilateral*** hip dysplasia demonstrate that such abnormalities are more likely environmentally caused, rather than being genetic. Buyer agrees to proactively maintain this dog's environment and control this dog's activities in a manner that is recognized to minimize the risk of hip dysplasia. Buyer understands that growing puppies are at risk for growth plate and hip injury from falls, strenuous activity and excessive step climbing. Buyer agrees to refrain from prolonged exercise of puppy on hard surfaces and stairs for the **first 18 months** of the puppy's life.

If this puppy is determined to have bi-lateral hip dysplasia by an OFA certification to be obtained not later than 30 months of age, seller shall refund one half of the purchase price of the puppy.

**12. Spay/Neuter.** Buyer agrees this puppy shall **NOT** be spayed or neutered prior to two years of age, unless permission is granted in writing by Seller. Seller discourages spaying or neutering ***during the life of the dog***, unless absolutely necessary. Negative health and behavioral consequences of spaying/neutering have been well documented in multiple studies. These negative health risks include significantly higher incidence of cancer, orthopedic disorders, hypothyroidism, obesity, incontinence, urinary tract infections, and adverse vaccine reactions. The life expectancy of spayed or neutered dogs has been shown to be decreased by as much as 30% in some breeds. Articles that describe some of these adverse health risks will be provided to Buyer upon request. Based on this information, Buyer acknowledges that the dog

should not be spayed or neutered prior to two years of age, unless required by a health problem developed by this dog. In our culture, strong social pressure is often placed on owners to spay or neuter their dog at a young age, but for responsible pet owners who do not allow their animals to roam free, this is not a necessary step.

## SHOW PROVISIONS

**13. Show Provisions.** While not every “show quality puppy” will be successful, and no success guarantee is being provided, this puppy has been professionally evaluated and determined to be a “show quality puppy”. This means that this puppy should be able to obtain an AKC championship within a reasonable period of time. As a condition of the sale, Buyer and Seller agree to make a best faith effort to show this puppy to an AKC conformation “CHAMPION” title unless it is agreed in writing by both Buyer and Seller that a title cannot be achieved or is not necessary. Buyer and Seller will cover all expenses to complete the title as agreed. It is anticipated that Seller will show the puppy primarily but Buyer may also show the puppy. Buyer will also keep the dog in showable condition (fit and at a healthy weight). Buyer may involve the puppy in other activities of their choice, suitable for the age of the dog.

**14. VCA Futurity/Maturity Program and Vizsla Nationals.** This puppy’s litter may have been nominated into the Vizsla Club of America Futurity/Maturity Program. If nominated, Buyer and Seller agree to complete this puppy’s nomination into this program. All fees and costs of showing will be by agreement. If the puppy is of exceptional quality, Seller may also travel to show the puppy at other venues such as Vizsla Nationals, AKC Nationals, Woofstock, Westminster, etc.

## Breeding Restrictions

**15. Breeding.** If this dog is to be bred, OFA (Orthopedic Foundation for Animals) tests must be performed prior to breeding. The dog must be a minimum of 24 months old before OFA testing. The dog must qualify for a CHIC # which includes hip, eye and thyroid tests. Buyer also recommends an OFA cardiac evaluation prior to breeding. Buyer will notify Seller of any adverse results of this dog’s OFA tests, and any other health tests for diseases/conditions that may be influenced by genetics. Buyer will adhere to the Vizsla Club of America’s code of ethics if this dog is to be bred.

## General Provisions and Hold Harmless

**16. No Warranty and Hold Harmless.** Seller does not in any way warrant or guarantee the actions or behavior of this dog after it leaves the care and home of the Seller. Buyer assumes sole responsibility for the dog and its actions upon transfer of possession to the Buyer. Buyer agrees to indemnify and hold the Seller harmless from any and all loss and expense associated with the actions of this puppy upon delivery to the Buyer.

**17. Enforcement.** It is understood that the undertakings and commitments of both Buyer and Seller are unique, and that in the event of violation or threatened violation by either party of the terms, conditions or provisions hereof, the other party may not have an adequate remedy at law. Therefore, in addition to any other remedy available to the parties under this agreement

or at law, either party shall have the remedies of specific performance and injunction in any court of competent jurisdiction to prevent violation of the terms hereof. In the event either party shall default or violate any of the terms or conditions of this agreement, including the payment of any obligation specified herein, the party who is in default or who violates said term or condition shall fully indemnify the other party for any and all liabilities incurred by the other party in connection with the enforcement of the terms of this agreement, including all reasonable costs and attorneys' fees.

**18. Severability.** If any provision of this contract is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

**19. Applicable Law.** All legal questions or disputes regarding this contract will be governed by the laws of the State of Washington. Both parties agree that venue will be limited to the courts of King County, Washington.

**20. Entire Agreement.** The undersigned declare this Agreement contains the entire Agreement between the parties and that no promise, inducement or agreement, not herein expressed has been made, and that this Agreement contains the entire agreement between the parties hereto, except as may be modified by the parties in writing, and signed by the party to be bound.

**21. Construction.** This Agreement shall not be construed or interpreted against either party by reason of drafting or preparation.

**22. Understanding and Voluntary Agreement.** The undersigned have carefully read the entire contract and understand and voluntarily agree to its terms and conditions.

**23. Other Negotiated Provisions.**

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Date \_\_\_\_\_ SELLER \_\_\_\_\_  
Mary L. Gaudio

Date \_\_\_\_\_ BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

Seller Contact Information:  
**Mary L. Gaudio**  
**16830 Stackpole Road**  
**Monroe, WA 98005**  
[mary@kelbycreekfarm.com](mailto:mary@kelbycreekfarm.com)