

Contract/Written Guarantee

Buyer's Name: _____

Address: _____

Phone: _____ Email: _____

AKC Registered Name: _____

Sex: _____ Date of Birth: _____ AKC Number: _____

Microchip Number: _____ Color/Markings: _____

Dam: _____

Sire: _____

This agreement is made and entered into on _____, by and between Mary Claire Ctibor, Susan Hope, and Jerry Hope d/b/a Hi-Hope Brittanys (hereafter "Breeder") and _____ (hereafter "Buyer"), for the purpose of setting forth the terms and conditions of the purchase by the Buyer of a purebred Brittany (hereafter "Brittany") from the litter as described above.

The Brittany is a purebred Brittany to be registered with the American Kennel Club with Full Registration. Registration Application will be completed when payment is made in full and contract is signed by both parties. Registration Application will be completed and submitted to the AKC by the Breeder and with the Buyer on the date of transfer of ownership. Total sales price of the puppy is \$1,750 (One Thousand Seven Hundred and Fifty Dollars and Zero Cents). Final Payment for balance is to be paid on or before Buyer takes possession of the Brittany. Checks should be made payable to Mary Claire Ctibor. Any non-payment or insufficient-fund check will cause this agreement to be null and void and will require return of the Brittany to the Breeder immediately.

Explanation of Full Registration: Full Registration means that the dog is registered and can compete in all AKC licenses or member events including all performance events and conformation. Dogs registered with Full Registration are also eligible for any litters produced by that dog with another dog with Full Registration can be registered with the AKC. Brittany with Full Registration is eligible to be shown in conformation and can compete in other events such as Obedience, Rally, Field Trials, Hunt Tests, etc. **Buyer agrees that the Brittany is only to be registered with Full Registration with permission of the Breeder at the time of purchase.** Any litters conceived by the Brittany with Full Registration should be registered with the AKC and the Buyer should be in compliance with breeding agreements listed below. Buyer agrees that the Breeder (in this case Mary Claire Ctibor) is to remain a registered owner of Brittany.

Spaying/Neutering

The Buyer is not required to spay or neuter this Brittany at any time during the life of the Brittany. The Buyer agrees to spay/neuter the Brittany if any health issues arise requiring a spay/neuter to occur (i.e. pyometra or testicular torsion). If the Brittany is spayed/neutered for any reason, Buyer agrees to notify the Breeder within 7 days of the surgery. A written receipt from the Veterinarian who performed the spay/neuter surgery, showing

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the date, dog's name, dog's breed and age, microchip number, owner's name, and type of surgery performed must be provided with notification of the spay/neuter. It is required that the Buyer use extreme caution around other in-tact dogs of the opposite sex to avoid any unintentional breedings (see Breeding Agreement Below).

Permanent Identification

Breeder will microchip Brittany before the puppy leaves for its new home. Breeder shall be listed as an alternate contact on the microchip registration. It is a firm obligation for the Buyer to maintain the Breeder as alternative contact, as well as keep all information on microchip registration current.

General Health Guarantee

*The guarantee henceforth apply to the original buyer only and are not transferable or assignable. These guarantees are dependent upon demonstration the Brittany has received reasonable care and nutrition. Abuse, neglect, trauma (i.e. hit by a car, jumping obstacles that are excessively high) in any way that affects the development or well being of the Brittany will void these guarantees. In all cases the Breeder reserved the right to obtain a second veterinarian's opinion prior to any action by the Buyer. Buyer agrees to present the dog to a second veterinarian of the Breeder's choice in the event that the Breeder exercises this right. Breeder shall be responsible for the exam fees charged by the second veterinarian. All relevant veterinary records must be supplied to the Breeder upon request. All training, transportation, veterinary (except as noted) or other expenses incurred by the buyer will not be refunded. **This guarantee becomes null and void if the obligations within this contract are breached by the Buyer.***

Breeder attests that the Brittany appears healthy upon delivery, has been dewormed, vaccinated with age-appropriate vaccines (vaccination record provided), examined by a veterinarian as needed, and when necessary, comes with a veterinarian health certificate. Breeder guarantees the general health of the Brittany for 3 days from the date of purchase. Verification of health shall be done by a licensed veterinarian at buyer's expense. Breeder recommends that the Brittany be taken to a licensed veterinarian within 3 days of purchase for a "post-purchase" exam. If deemed to be unhealthy, unfit, or unsound in any way and Brittany is returned, full purchase price will be refunded or Brittany will be replaced (when available), at the option of the Buyer.

If the Brittany is found to have a general health problem at its initial "post-purchase" veterinary visit and Buyer opts to keep this Brittany instead of exchanging it for another Brittany or returning it for a refund, Breeder is not responsible for any further veterinary expenses incurred.

If being returned for above reasons, Brittany must be returned at Buyer's expense within 5 days from post-purchase exam and must be accompanied by all paperwork supplied by the Breeder at the time of sale and a written statement from the veterinarian clearly stating defect or illness. Buyer must sign any applicable paperwork returning ownership of the Brittany to the Breeder.

Genetic/Hereditary Guarantee

The Breeder guarantees the Brittany until age of 36 months against crippling/disabling hereditary genetic defects other than Hips (see Hip Guarantee below). Determination of what constitutes a crippling/disabling hereditary defect is to be made by two licensed veterinarians who are not working in the same practice. If this Brittany is determined to have a crippling/disabling hereditary defect, Buyer may chose from "Buyer's Options" listed below.

Hip Guarantee

The Breeder guarantees this Brittany to have acceptable hip joint conformation as determined by the OFA until the age of 36 months. If this Brittany's hips are rejected by the OFA for certification (moderate or severe), Buyer may choose from "Buyer's Options" listed below. The Breeder is bound by this guarantee if and only if the following conditions are met:

- Breeder must be notified of OFA rejection within 30 days of its postmark.
- OFA rejection and a written statement from the licensed veterinarian who took the X-rays must accompany the request.
- Brittany must not have been subject to an illness or disease that was not treated in a reasonable amount of time by a licensed veterinarian.
- Brittany must not have ever been hit by a vehicle or suffered any other physical trauma capable of causing lameness of any type, for any duration. Any such trauma will render this guarantee null and void.
- Buyer must not be in violation of any section of this contract, which was signed at the time of purchase of the original Brittany, and must sign a new contract on any replacement Brittany. In case of a question, it will be the responsibility of the Buyer to provide documentation showing shot records and other applicable veterinary attention and receipts.

Buyer's Options

If a crippling/disabling hereditary genetic defect (including Hip Dysplasia) develops that is proven to be the Breeder's responsibility, the buyer may choose one of the following options:

1. If Breeder determines that a replacement puppy is available, Buyer may replace with another Brittany. No refund of original purchase amount nor medical expense will be reimbursed for original Brittany's condition.
2. Breeder will reimburse the Buyer the total amount of the original purchase price.

In the event of a genetic/hereditary defect claim, the Buyer has the choice of keeping the original Brittany or returning it to the Breeder. If Buyer chooses to keep the Brittany, the dog must be spayed/neutered immediately and proof of such surgery must be provided to the Breeder within 3 days following the surgery. If Buyer chooses to return the Brittany, all medical records must be provided to the Breeder and all registration and microchip paperwork must be signed over to the breeder.

The Breeder is not liable beyond the original purchase price and must be promptly notified of any problems by the Buyer with a written statement from the veterinarian. In case of undetermined death which may affect this contract, a necropsy must be obtained at the Buyer's expense within 24 hours of death to establish cause.

Breeding Agreement

This Brittany has been registered with Full AKC Registration and is therefore eligible to be bred. This Brittany **shall not** be bred before 24 months or before proper health testings have been completed **and** the Brittany has passing scores on all tests. The Brittany shall not be bred if there are any known medical issues or hereditary/genetic defects that could be passed on to the get of this Brittany. Though not required by the American Brittany Club, the Breeder requires that the Brittany receive a CHIC number before being bred. OFA Hips are required, however the Buyer can choose which other health tests to perform in order to obtain the CHIC number. Buyer shall notify the Breeder if Brittany fails any health tests within 5 days of results. Buyer shall send Breeder proper documentation and health tests that were not passed within 7 days of notifying the Breeder.

If bred at any time in the Brittany's life, it shall be bred to a dog of the same breed, with Full AKC Registration, OFA hips of fair, good, or excellent, and should pass required health tests to obtain a CHIC number. Buyer shall not allow this Brittany to be bred to any dog with any known hereditary/genetic defects or any medical issues that could be passed on to any get.

The Brittany shall only be bred to a dog of comparable or superior quality with ethical standards in mind. The Breeder asks that they be consulted prior to breeding Brittany. Pedigrees, genetics, and comparability should be considered prior to breeding, therefore the Breeder asks to be consulted.

If sperm is collected on this Brittany, if applicable, none of the sperm should be used for breeding until the above health tests are completed and passing scores are obtained.

Buyer's Agreement

Buyer agrees to use the "Hi-Hope" prefix as a part of the Brittany's registered name, and to name the Brittany within the confines of the litter theme.

Buyer attests that this Brittany is being purchased for private ownership and will not be resold, assigned, transferred, or leased. This Brittany shall not be placed for sale or auction nor will it be used or trained for activities including but not limited to research or dog fighting, nor any activity that is illegal or for which it is not suited by reason of temperament or conformation. Buyer agrees not to allow custody of nor to sell, trade, or transfer ownership of this Brittany to retailers, dealers, brokers, or wholesalers of dogs by any means including sale in pet stores or internet sites. Buyer agrees to maintain physical custody of the Brittany, and/or monitor the condition of the Brittany if it is boarded/in training for any length of time. If dog is placed in the custody of a caretaker for a period of more than 3 months, Buyer must notify Breeder of dog's physical location and provide contact information thereto.

Buyer agrees to take good and reasonable care of this Brittany including but not limited to the following:

Buyer must continue all vaccinations from time of purchase. Brittany should have DHPP boosters at 12 weeks and 15 weeks, or as recommended by Buyer's veterinarian. Adult DHLPP vaccinations should be given thereafter following a protocol established by the Buyer in conjunction with the Buyer's veterinarian. Leptovirus and Bordatella vaccinations should be given based on recommendations by the veterinarian. Rabies vaccination must be provided as recommended by the veterinarian and/or by law. Any parasites, internal or external, should be promptly eliminated. The Brittany must be started on heartworm preventative as soon as veterinarian feels it is appropriate and continued for the life of the Brittany. Buyer will not use or allow the use of ProHeart 6 heartworm prevention (i.e. 6-month heartworm shot) on this Brittany.

The Brittany must have access to clean, fresh water and proper food in sufficient amounts, and adequate and sufficient shelter must be provided at all times. The Brittany may not be allowed to roam unattended. Tying or chaining shall not be used as the primary means of confinement for this Brittany. Reasonable supervision must be provided when young children are present. The Brittany may not ride in the open bed or open cab of any vehicle at any time (riding in a crate or dog box in the truck bed is acceptable).

This Brittany will not be bred unless it has "Full" AKC registration, and not prior to 24 months of age. If bred, the Brittany shall be bred only to a comparable or superior dog that is AKC registered and of the same breed, that had no known physical or temperamental defects, and has an OFA hip rating of Fair, Good, or Excellent.

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Brittany will not be bred unless hips have been rated OFA Fair, Good, or Excellent. Preference is for the Brittany and for the potential sire or dam to have received a CHIC number with all passing scores.

Buyer agrees to mail all applicable paperwork to the registration agency prior to expiration of the paperwork if applicable.

Buyer agrees to keep the Breeder informed of their current address and phone number for the life of the dog.

If at any time during the life of this Brittany, the Buyer is no longer able or determines not to keep the Brittany for any reason, Buyer must contact the Breeder **First**. The Brittany may be returned to the Breeder or remain in the Buyer's custody until Breeder can make arrangements for transport. Breeder may agree, in writing, to have the Brittany placed in a new home by the Buyer, with the new home being approved by the Breeder. Breeder may request a home study of the new home at Breeder's discretion. The Buyer shall never release, assign, transfer, or lease ownership of this Brittany to a Humane Society, Animal Shelter, or Rescue Group of any kind. In the case that the Brittany is returned to the Breeder, and Breeder's death or incapacitation precedes such event, the Buyer agrees to relinquish the Brittany to an authorized agent of Breeder.

The Buyer's Agreement is a "condition of sale" and applies to this contract. It is made and signed by both parties to ensure the continued well-being and protection of this Brittany. Violation of this agreement invalidates all other Breeder guarantees.

Breach of Contract

The breach by the Buyer or any of the terms of this agreement may be grounds for immediate action, without refund, at the sole option of the Breeder. In addition to the remedy of termination, Breeder may claim and recover from the Buyer (within the courts of Lamar County, Georgia as per this agreement) damages, including reasonable attorney's fees and costs caused by any such breach, including, but not limited to, liquidated damages of \$1,000.00 for each puppy produced out of any breeding of said Brittany not allowed by this agreement.

In the event of any material breach of contract, Buyer does hereby agree that the Breeder may also take immediate possession of the Brittany in question without any monetary reimbursement to the Buyer.

This contract shall be deemed a legal and binding contract under the jurisdiction of the State of Georgia, in the County of Lamar. It is further agreed that the place of venue for any dispute arising hereunder, shall be Lamar County, Georgia.

Both parties agree that the violation of the conditions of this contract damages the reputation of Hi-Hope Kennels. Both parties further agree, that the reputation of Hi-Hope Kennels is valued at \$10,000.00.

The failure of the Breeder to enforce any provision of this agreement shall not constitute a waiver of the Breeder's right to enforce any other provision of this agreement or to sue for breach of that or any other provision hereof.

The Buyer agrees that if any provision of this contract is found to be unenforceable, then that provision shall be severed and the remaining provisions of this contract shall have full force and effect.

Breeder's Signature: _____ **Date:** _____

Buyer's Signature: _____ **Date:** _____