

# Contract

## Dawson Creek Kennel

### Purchase Agreement

The buyer agrees to purchase a puppy with the “nick-name” \_\_\_\_\_ for the total amount of \_\_\_\_\_ (does not include shipping.) and agrees to complete this form and submit it to the seller. The name of the puppy’s father is \_\_\_\_\_ and the name of the puppy’s mother is \_\_\_\_\_.

The seller agrees to furnish the buyer with the necessary health information including all shots and worming records. The purebred IOEBA, CKC and or/the WBA registration application paperwork will be mailed to the buyer when the seller receives them from the Registry. The buyer understands that this puppy will be eligible for permanent purebred registration with the IOEBA, CKC and/or the WBA. The buyer agrees to use the kennel name Dawson Creek Kennel as the prefix in the registered name of the dog.

### Deposits/Payments/Shipping

1. Puppies are reserved and held with a deposit. Deposits are \$300.00. Deposits can be paid with Cashier’s Checks, Western Union, Bank Wire Transfers or with a major Credit Card through Pay Pal, buyers add 3.5% to the purchase price when using Pay Pal. Once Dawson Creek receives the deposit the puppy will be marked as and considered sold. Choice of puppy is determined on first come (deposit received) first to choose basis. The balance on your puppy is due by the time the puppy is six weeks old.

2. Deposits are non-refundable, except in cases of premature death prior to the delivery of your puppy to you. If you change your mind and do not want or cannot take your puppy you forfeit your deposit. Buyer will pick up puppy by the time it is eight weeks old, or the puppy will be shipped by the time it is eight weeks old. There will be a \$25.00 per week boarding charge, plus any other expenses if buyer is not able to pick up puppy. If two weeks or more with no attempts on the Buyer’s to make pick up arrangements or attempts to make plans with Dawson Creek the buyer then forfeits the puppy and any deposits or payments made on the puppy, unless other arrangements have been made with Dawson Creek. It is the buyer responsibility for all shipping fees.

## **Your Dawson Creek Kennel Puppy is guaranteed as follows:**

1. To be in good physical condition for the first 48 hours after the time of delivery to the buyer. The buyer agrees to have the puppy examined by a Licensed Veterinarian within 48 hours after delivery time for a complete physical examination. If the Veterinarian finds the puppy to have a serious physical condition other than common bacterial infection, such as, but not limited to Coccidia or Giardia (bloody stools). Which is easily treatable. The seller will replace the puppy with another puppy of comparable or better quality. When available from same or upcoming litter, after the first puppy is returned to the seller at the buyer expense. The seller reserves the right to a second Veterinarian opinion at the expense of the seller. If a Veterinarian does not examine the puppy within 48 hours after delivery time, all guarantees listed are not valid. No money will be refunded. Dawson Creek Kennel will not pay any of the Buyer's veterinarian expenses whatsoever.
2. To be free from any life threatening debilitating genetic/hereditary defects that causes death or serious impairment of the vital functions in the puppy until said puppy is one year of age. If an inheritable defect is documented by a Veterinarian and presented to the seller with sufficient supporting evidence, the buyer will be entitled to a replacement puppy of the same sex, of comparable or better quality, when available from same or upcoming litter. Buyer may pick the breeding/litter that they want a pup out of, however the specific pup to be used as a replacement pup will be chosen by Dawson Creek Kennel not by the buyer, no cash refunds will be given and we will not pay any vet bills.
3. Puppy will be current on wormers and shots, and will have received vaccinations and wormers depending on age. No replacement will be given in case of Parvo. If your dog is used in any sort of illegal activity. (I.e. dog fighting) or in any extreme sports (I.e. weight pulling.) or is mistreated, denial of medical care, malnourished, abused or not taken care of, then guarantee is completely null and void.
4. It is understood, that at the time of the sale of the puppy, we cannot guarantee the puppy to be of show quality or breeding quality; due to the significant changes (physical & health related) that puppies go through as they mature. But it is represented as it's breed and is suited as pet quality. Buyer is urged to research the breed, before entering into this or any agreement to purchase a bulldog. It is also very important to have a veterinarian knowledgeable about the bulldog breed to use as your vet. We also encourage you to enroll your new puppy into additional obedience training to reinforce the socialization that Dawson Creek Kennel has already begun.

5. This guarantee does not cover what in the Bulldog breed some consider normal or beyond our control. I.e.: Cherry eyes, Entropion, “loose” hips, stenotic nares (loud sounding or “snuffling” sound when breathing) we cannot guarantee that the dog will not contact mange. (Red Mange, Demodex Mange or any type of mite mange). Mange is a multi-factorial genetic disease that can be transmitted in a recessive manner, there are many disputes between experts as to the differing specific causes of mange including environment, stress and nutrition, therefore we cannot guarantee against it. We are not geneticists, and cannot predict genetic problems. Skin allergies or an Umbilical Hernia (an “Outie” belly button) are not covered. Puppies are at risk for Coccidia and Giardia (bloody stools). Which is often brought on by the stress of shipping, these are also not covered. We do not breed dogs with undesirable conditions such as mange or bad hips. We can’t guarantee that previous generations did not have these conditions in their lines; therefore we cannot guarantee these conditions will not show up unbeknown to us in future litters.
6. There is no guarantee or warranty that the buyer will be able to breed or show the dog purchased, regardless of show or breeding potential.
7. This guarantee is not transferable from the original purchaser.
8. Buyer agrees if any of the above agreements are broken buyer will pay Dawson Creek Kennel all cost incurred to sue for the purchase price of pup. Buyer also agrees to pay Dawson Creek Kennel court and legal fees for collection.
9. By signing buyer agrees he/she has read the contract, and agrees to the policies set forth in this contract, this shall be deemed a legal binding contract. Any legal action necessary to enforce this contract will take place in the Jurisdiction State of Arkansas and in the County of ST. Francis. Failure to abide by this contract will result in civil litigation.

Purchase price of puppy \$ \_\_\_\_\_

Deposit Sent \$ \_\_\_\_\_

Buyers Signature: \_\_\_\_\_

Seller Signature: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

Buyers Phone Number: \_\_\_\_\_

\_\_\_\_\_

Send contract and payments to:  
 Sharon Dawson at Dawson Creek Kennel  
 P.O. Box 345  
 Colt, AR 72326