



PUMPKIN CREEK KENNELS

German Shorthaired Pointer Contract

This agreement is made and entered into on _____ between Pumpkin Creek Kennels, hereinafter referred to as the "Breeder," and _____, hereinafter referred to as the "Puppy Buyer."

1. DESCRIPTION OF DOG:

The Breeder agrees to sell and the Puppy Buyer agrees to purchase one German Shorthaired Pointer puppy, born on _____, with the following description:

Name: _____ Breed: _____

Age: _____ Weight: _____

Sex: _____ Color/Marks: _____

2. PURCHASE PRICE:

Pumpkin Creek Kennels agrees to sell one German Shorthaired Pointer puppy to Puppy Buyer: _____ for the price of \$ _____ dollars, payable as follows: \$250.00 nonrefundable deposit due to hold a spot on the litter, \$250.00 nonrefundable payment to commit to the litter at the time of birth (\$500 nonrefundable deposit if the litter is already on the ground) and the final \$ _____ payment is due at puppy pick up.

3. HEALTH GUARANTEE:

The Breeder guarantees that, to the best of their knowledge, the puppy is in good health at the time of sale. The Buyer agrees to have the puppy examined by a licensed veterinarian within 5 days of purchase. If the veterinarian certifies the puppy as having a serious health issue, the Buyer may return the puppy to the Breeder for a full refund or exchange, provided that the puppy is returned within 7 days with a written statement from the veterinarian.

Pumpkin Creek Kennels will guarantee the puppy from hip dysplasia, elbow dysplasia, genetic eye issues and any other proven genetic health issues for the life of the puppy.

Should any circumstances arise that affect the quality of life of the puppy Pumpkin Creek Kennels is to be informed so they may participate in determining the future of the puppy.

The guarantee does NOT cover conditions that are a result of negligence and/or abuse of the puppy.

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615-945-0237 | info@pumpkincreekkennels.com | www.pumpkincreekkennels.com

4. Responsibilities of PUMPKIN CREEK KENNELS

- Register the puppy with Limited AKC registration
- Dock the puppy's tail and remove the puppy's dew claws
- Administer first set of vaccinations and worming for the puppy
- Microchip the puppy and register the microchip for the new owner
- Provide Puppy Buyer with a veterinary health check for the puppy
- Guarantee the puppy against genetic conditions for the life of the puppy

5. Responsibilities of PUPPY BUYER

- Come to puppy pick up with a registered name picked out including the prefix "Pumpkin Creeks"
- Keep the puppy in the house as part of the family
- Maintain the puppy in good health as recommended by a veterinarian. Puppy Buyer shall provide all proper immunizations, regular vaccine boosters, fecal exams, heartworm tests, and recommended routine therapy
- Will not spay or neuter the puppy until it is a minimum of 12 months old, recommend waiting until 18 months old. Proof of spaying/neutering must be provided to the Breeder by email no later than _____.

6. BREEDING RESTRICTIONS:

The Puppy Buyer agrees not to breed the puppy, all puppies are sold with limited registration. If the puppy is found to have been bred without permission, the Breeder reserves the right to reclaim the puppy and terminate this agreement without refund.

7. OWNERSHIP TRANSFER:

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

8. RETURN POLICY:

If for any reason the Puppy Buyer is unable to keep the puppy, the Puppy Buyer agrees to return the puppy to the Breeder, who will either find a suitable new home or take the puppy back. The Puppy Buyer understands that any refund or exchange is subject to the terms outlined in this agreement.

9. 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.

P U M P K I N C R E E K K E N N E L S

10. 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.

11. INDEMNIFICATION:

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

12. 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.

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. 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.

P U M P K I N C R E E K K E N N E L S

19. 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.

20. 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.

21. 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.

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

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

.....
Date

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

.....
Date

Puppy Buyer:
Address:
City, State, Zip Code:
Phone Number:
Email Address:

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