

# CuChulainn Kennels

## Puppy Purchase Agreement

The following agreement is between Monica Wilhite (breeder), hereafter referred to as "Seller", and \_\_\_\_\_ hereafter referred to as "Purchaser".

In consideration of a purchase price of six-hundred dollars (\$600.00), of which Two-hundred dollars (\$200.00) is a non-refundable deposit, the Seller transfers all rights, privileges and responsibilities associated with the ownership of the *male/female* puppy of the Border Collie breed to Purchaser as of the date and time specified below with the following conditions subsequent:

Color: \_\_\_\_\_ Sex: \_\_\_\_\_

Litter Registration number: \_\_\_\_\_ DOB: \_\_\_\_\_

Markings: \_\_\_\_\_

Sire: \_\_\_\_\_ Reg.# \_\_\_\_\_

Dam \_\_\_\_\_ Reg. # \_\_\_\_\_

1. This pup is sold with full breeding rights. Before breeding this pup, the Purchaser agrees to obtain hip and eye clearances. (Hip clearances must be certified with OFA or Penn Hip. OFA certificates will not be issued until the animal reaches 2 years of age. Eye clearances may be obtained at any time after 6 weeks of age. Puppy must be tested for CEA/CH through Optigen (check [www.optigen.com](http://www.optigen.com) for information).
2. Purchaser agrees not to breed this dog to a mate with known genetic health problems. This puppy is not to be used in a puppy mill. This puppy will not be bred until all genetic tests have been completed. If this puppy is female she will not be bred before her second heat cycle and she will be rested for at least 1 heat cycle after 2 litters.
3. Purchaser agrees to notify Seller in writing by certified mail if puppy displays genetic eye problems, or HP (hip dysplasia), as determined by a licensed veterinarian at any time during the life of the puppy.
4. Purchaser agrees to exercise normal care in maintaining this puppy's health. Routine preventative care includes the following: annual physical exams by a licensed veterinarian, annual vaccinations against DHLPP, continued heartworm preventative and rabies vaccinations as mandated by the Purchaser's state and county of residence. Normal care assumes that the Purchaser will feed only recognized brands of dog food. If it is reported and confirmed that this dog is being abused or neglected by Purchaser, rights and ownership of the dog will automatically terminate and revert back to Seller

who may immediately assume possession of the dog. Seller's reasonable attorney's fees will be paid by the Purchaser.

5. Puppy should be taken to a vet within 72 hours after receipt for a checkup. Purchaser has the right to return the puppy to the Seller upon proof of any genetic health problem. Seller will replace original pup with another pup of equal quality. The Purchaser agrees to supply Seller with documented proof of the problem by a licensed veterinarian. No medical bills, travel, shipping or other bills will be refunded. All fees associated with replacement puppy will be paid for by Purchaser. This includes air fare, shipping crate, health certificate, etc. Purchaser has the option to keep the puppy, but the defective puppy must be spayed or neutered before replacement puppy will be released.
6. If at any time this puppy is to be sold or given away, the Seller is to be notified in writing or e-mail and given first option to buy the puppy back at the original purchase price *less the nonrefundable deposit*.
7. This dog is not to be placed in a shelter or humane society. Failure to follow this requirement will automatically revert rights and ownership of the dog to Seller. Seller's reasonable attorney's fees for recovery of dog will be paid by Purchaser.
8. The kennel name CuChulainn must be kept in the dog's registration. Buyer may add anything after the kennel name.

We, the undersigned have read, understood and agree with the terms of this contract.

Date: \_\_\_\_\_

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

Purchaser: \_\_\_\_\_

Co-Purchaser: \_\_\_\_\_

Monica Wilhite  
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