



German Shorthaired Pointer Puppy Purchase Agreement

Eagle Ranch Kennels is dedicated to improving the German Shorthaired Pointer (GSP) through its breeding program. The purpose of this contract is to assure puppy buyers that GSP's whelped by Eagle Ranch Kennels are not from indiscriminate breeding but from selective pairings with consideration for the goals of improving the hunting qualities and overall health of the breed.

Definitions used herein include:

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| 1. "BUYER" shall be defined as: | The person/persons who purchase the new puppy. |
| 2. "BREEDER" shall be defined as: | Eagle Ranch Kennels, LLC. |
| 3. "PUPPY" shall be defined as: | A German Shorthaired Pointer puppy. |
| 4. "AKC" shall be defined as: | The American Kennel Club. |
| 5. "NAVHDA" shall be defined as: | North American Versatile Hunting Dog Association. |
| 6. "SEND HOME" shall be defined as: | First Weekend after the Puppy is 8 weeks old. |
| 7. "OFA" shall be defined as: | Orthopedic Foundation for Animals |

Please read this contract carefully and with the understanding that the BREEDER is interested in placing PUPPIES with BUYERS that share the same philosophical approach to breed enhancement through 1) hunting and/or hunt testing (AKC, NAVHDA, etc.) and/or 2) the responsible care and companionship that comes with pet ownership. To that end, the BREEDER reserves the right to hold the final decision on whether to accept a BUYER'S offer to purchase a PUPPY.

The following agreement is between Eagle Ranch Kennels, LLC. and:

Puppy Buyer: _____

Street Address: _____

City, State and Zip Code: _____

Primary Phone Number: _____

Email Address: _____

For a Puppy:

Gender requested: _____ and pick#: _____ from litter: _____

Sire: _____

Dam: _____

Expected Whelping: _____ Send home on: _____

FINANCIAL and SEND HOME Terms:

A PUPPY is further defined here to be a GSP PUPPY that is in good health at the time of sale and embodies the characteristics of the GSP breed. This PUPPY is purebred and will be registered with the AKC and NAVHDA.

BREEDER agrees to sell one GSP PUPPY to BUYER for the price of \$_____.

The payment process is as follows:

1. \$500.00 deposit due at contract execution to hold the _____ spot in the litter.
2. \$_____ payment due at Puppy SEND HOME.

For SEND HOME Day, the BREEDER will provide each BUYER with an appointment time to pick up his/her PUPPY based on "draft" order (which is established by the order in which initial deposits were received). BUYERs are strongly encouraged to keep these appointments and agree that if they plan to pick up their PUPPY but cannot do so on SEND HOME Day that a boarding fee may be incurred until such time that the PUPPY is picked up or other arrangements are made with the BREEDER.

The BREEDER does not ship PUPPIES. Should the BUYER wish to ship his/her PUPPY, it is understood that those arrangements will be made exclusively by the BUYER and that shipping could void certain aspects of the health guarantee. The same boarding fee arrangement applies for every day after SEND HOME Day that shipped PUPPIES do not leave Eagle Ranch Kennels.

If the BUYER is unable to get the preferred/requested PUPPY gender at the time of his/her draft position because of total litter size, the mix of males and females etc. the BUYER may choose one of the following options.

1. Move to the next available pick of the opposite gender if the litter size can accommodate.
2. Push his/her deposit to the highest available picking order for the next planned litter.
3. Receive a refund of his/her deposit with a full release from this agreement.

If there are more deposits than PUPPIES for a particular litter, the BUYERs holding litter spots after all PUPPIES have been spoken for may choose one of the following options:

1. Move to the highest available draft position for the next available litter.
2. Receive a refund of his/her deposit with a full release from this agreement.

Duties of the BREEDER

1. The parents of this PUPPY will be DNA health tested and OFA and/or Penn Hip certified.
2. The PUPPY's litter will be registered with the AKC and NAVHDA. The BREEDER will also register each puppy with the AKC and NAVHDA in the new owner's name on SEND HOME day.
3. The PUPPY's tail will be docked, and dew claws removed. He/she will have had the first and second round of vaccinations and been wormed at least three times.
4. The PUPPY will be microchipped and go home with the appropriate paperwork to transfer the microchip registration to the new owner.
5. The BREEDER will provide each PUPPY with at least two veterinary health checkups prior to SEND HOME.
6. The BREEDER will provide the BUYER with a two-year health guarantee as more extensively outlined in the health guarantee section of this agreement.
7. The BREEDER will provide the BUYER with a PUPPY manual to include a basic training workplan to assist with orienting the PUPPY to his/her new home.

Duties of the BUYER

1. The PUPPY purchased will reside with the BUYER and buyer's family 100% of the time unless said BUYER and/or family breaches this contract or chooses to surrender the puppy.
2. The PUPPY will reside inside the home and/or within a kennel facility (climate controlled preferred) at the BUYER's residence that provides suitable shelter from the natural elements, is appropriately cleaned, maintained, and houses no more than one dog per stall/run.
3. The BUYER agrees that he/she will include "ERK's" as the prefix to the full registered name of his/her puppy.
4. The Buyer agrees that he/she will provide the PUPPY with versatile hunt training and versatile hunting (upland birds, waterfowl, and/or game tracking) opportunities over the course of the PUPPY's lifetime.
5. While not required, it is agreed that the BUYER will strongly consider (at minimum) Natural Ability testing through NAVHDA and Junior Hunt Testing through the AKC.

6. There are many factors that can influence PUPPY growth and development, such as diet, exercise, weight gain, etc. The BUYER assumes the responsibility to carry on with all veterinary recommended care to include but not necessarily limited to all age-appropriate vaccinations, worm prevention, flea and tick infestation prevention, annual check-ups and wellness exams, and exercise and feeding schedules for the PUPPY.
7. The BUYER agrees that he/she will not spay the PUPPY before completion of the first heat cycle if a female or neuter the PUPPY before 12 months of age if a male.
8. The BUYER agrees that neither he/she nor the BUYER'S estate/executors may sell this PUPPY or transfer ownership of this PUPPY without giving the BREEDER the first choice to either: (a) take the PUPPY back or (b) assist the BUYER in finding a suitable home for the PUPPY.
9. The BUYER hereby agrees that if at any time at he/she cannot take proper care of the PUPPY, the BUYER will contact the BREEDER and the BREEDER will have the first choice to either: (a) take the PUPPY back or (b) assist the BUYER in finding a suitable home for the PUPPY.

PUPPY Breeding Terms

The BREEDER fully supports its PUPPIES participating in future discriminate breeding programs at the BUYER's discretion. To that end, this PUPPY is registered with limited breeding rights that will be released at the age of two with the following conditions:

1. The PUPPY will have completed all age-appropriate, breed recommended health clearance testing (with acceptable results) for German Shorthaired Pointers.
2. The PUPPY is bred to other appropriately registered GSP's that have also had appropriate breed recommended health clearance testing with acceptable results.
3. The PUPPY has been afforded the opportunity to perform in the field to his/her potential (hunting, hunt testing, etc.) before participating in a breeding program.
4. The PUPPY will be paired with other German Shorthaired Pointers that have also demonstrated performance in the field.

Health Guarantee

The BREEDER certifies that, upon the BUYER's receipt of his/her PUPPY on SEND HOME Day, the PUPPY is in good health, has received its first set of vaccinations, has been wormed, and has had a health check by a licensed veterinarian.

1. The BUYER may return the PUPPY at his/her expense for a full refund of the original purchase price if the PUPPY develops an illness within five days of being picked up. To make a claim for such an illness, the BUYER must notify the BREEDER immediately following diagnosis.

Documentation must be provided by the BUYER's veterinarian for review by the BREEDER's veterinarian for concurrence/confirmation. At the BUYER's expense, he/she must return the PUPPY (to include all registration paperwork and health records) within 24 hours of notifying the BREEDER of the PUPPY's illness. The BREEDER does not accept responsibility for any acquired contagious diseases or any illness from an immune deficiency problem that is diagnosed after five days from date of PUPPY pick up.

2. For a period of two years from the date of the PUPPY's birth, the BUYER may return the PUPPY at his/her expense for a full refund of the original purchase price or a replacement puppy (based on availability) if the PUPPY is found to have a non-curable, congenital/genetic, or hereditary defect. To make a claim for such a defect, the BUYER must notify the BREEDER immediately following diagnosis. Documentation must be provided by the BUYER's veterinarian for review by the BREEDER's veterinarian for concurrence/confirmation. At the BUYER's expense, he/she must return the PUPPY (to include all registration paperwork and health records) within 24 hours of notifying the BREEDER of the PUPPY's defect.

For congenital/genetic defects that are discovered within the first two years of life, are deemed to be repairable, and the BUYER wishes to seek treatment, the BREEDER will reimburse the BUYER for the cost of said treatment up to the amount of the original purchase price of the PUPPY.

3. In the event of sudden death of the PUPPY within the first two years of life, the BUYER may seek a full refund of the original purchase price if the cause of death was associated with a non-curable, congenital/genetic, or hereditary defect. To make a claim for this type of sudden death, the BUYER must notify the BREEDER immediately following the PUPPY's death and provide documentation from his/her veterinarian for review by the BREEDER's veterinarian for concurrence/confirmation.
4. The BREEDER does not assume any liability for illness, injury, or death of the PUPPY if said illness, injury, or death was not associated with a congenital/genetic defect or is found to be associated with an accident (snake bite, hit by a car, etc.), abuse or neglect.
5. If the PUPPY is being shipped, shipping is at the BUYER's discretion, risk and with understanding that it voids this health guarantee aside from any problems that arise due to a congenital/genetic defect within the first two years of life.

Once the PUPPY is selected and goes home on SEND HOME Day, all sales are final with no refunds other than the health guarantee which is valued at no greater than the original purchase price of the PUPPY and can take the form of a cash refund, a replacement puppy, or reimbursement for treatment for the PUPPY as outlined in this agreement. This document constitutes the entire agreement between the BREEDER and BUYER with respect to this sale. The BUYER's signature below indicates that he/she has read, agrees, and does understand all the conditions of this Sales Agreement and Contract.

BUYER:

PRINT NAME _____

SIGNATURE _____

DATE _____

BREEDER:

PRINT NAME _____

SIGNATURE _____

DATE _____