

Hansen Spaniels Puppy Sales Agreement & Health Guarantee

Thank you for choosing a puppy from Hansen Spaniels. Adding a new puppy to your family is a very exciting time and is a big commitment. I know it's long, but it's also very important that you read over and understand the sales agreement and health guarantee.

A lifetime of breeder support is always available for your puppy!

Puppy Information:

Dam: **Lady Reagan Hansen of Houston y Miami** (AKC Reg. No. SS26382103)

Sire: **Sir Thatcher Hansen of Houston** (AKC Registration No. SS18836804)

Date of Birth: _____

Please list the puppies you would like to accept in order of preference on the Puppy Preference List.

List your most preferred puppy first, and how much you would like to bid for each individual puppy on your preference list.

Although you are free to bid any amount you would like, the lowest price that will be guaranteed acceptance is \$1,500.

If two prospective buyers bid the same amount for the same puppy, the puppy will be awarded to the prospective buyer who first pays the deposit (25% of the bid price.)

If another buyer bids more for your first preference puppy, you will then receive your second preference puppy if your bid for that puppy is higher than any other bidder.

To reiterate: one's bid for a puppy on one's Puppy Preference List is not accepted until a deposit consisting of 25% of the highest bid placed by the prospective buyer is received by the seller.

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The process will continue to play out until one of two things happens:

1. You are the winning bidder for a puppy on your preference list;

- Winning bidders are required to make an additional payment within 48 hours of the date the seller notifies the prospective buyer that the prospective buyer is the winning bidder so that 50% of the puppy's bid price has been paid within 48 hours of being notified for which puppy the prospective buyer is the winning bidder.
- The remaining 50% balance is due on or before the date the puppy is delivered to the buyer or to an agent of the buyer.

2. Or you are not the winning bidder for any puppy after exhausting your preference list - in which case your deposit will be refunded no later than the delivery date of the final puppy on one's preference list.

- If the original winning bidder decides to defer to another litter sometime between being notified of being the winning bidder and taking delivery of the puppy, the next highest bidder who has not already been awarded a puppy becomes the new winning bidder.
- If you are the winning bidder for a puppy on your preference list and you decide you cannot take the puppy at this time, your deposit will be held and deferred towards the purchase of a puppy in a future litter.

Puppy Quantity: _____

- **This is the number of puppies one is understood to intend to purchase from one's Puppy Preference List if one is the winning bidder for more than one puppy.**
 - **If the Puppy Quantity listed is one (1,) then the prospective buyer is only obligated to pay** the initial deposit, additional deposit within 48 hours of being notified for which puppy one is the winning bidder, and for final payment **for one single puppy for which one is the winning bidder.**

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- **If the Puppy Quantity listed is two (2,) then the prospective buyer is obligated to pay** the initial deposit, additional deposit within 48 hours of being notified for which two (2) puppies one is the winning bidder, and for final payment **for the cumulative total of the two (2) most preferred puppies for which one is the winning bidder from the prospective buyer's Puppy Preference List.**
- Special permission must be obtained from the seller before one is allowed to bid **for** more than 2 puppies in a litter, **however** prospective buyers are encouraged to bid **on** as many puppies as are in each litter (with the number of puppies actually awarded only equaling the Puppy Quantity indicated.)
- Only the quantity of winning bid(s) matching the Puppy Quantity will be accepted by the seller.

Puppy Preference List:

Please list puppies in which you are interested in order of preference. You may list all of the puppies in the litter in order of preference, but you should only list puppies in which you would actually accept and purchase if you are the winning bidder. Microchip No. may be filled in later.

Puppy's Name:

1. _____ Microchip No. _____

Bid Price: _____ Puppy's Sex: _____

Deposit: _____ Remaining Balance: _____

2. _____ Microchip No. _____

Bid Price: _____ Puppy's Sex: _____

Deposit: _____ Remaining Balance: _____

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3. _____	Microchip No. _____
Bid Price: _____	Puppy's Sex: _____
Deposit: _____	Remaining Balance: _____
4. _____	Microchip No. _____
Bid Price: _____	Puppy's Sex: _____
Deposit: _____	Remaining Balance: _____
5. _____	Microchip No. _____
Bid Price: _____	Puppy's Sex: _____
Deposit: _____	Remaining Balance: _____
6. _____	Microchip No. _____
Bid Price: _____	Puppy's Sex: _____
Deposit: _____	Remaining Balance: _____
7. _____	Microchip No. _____
Bid Price: _____	Puppy's Sex: _____
Deposit: _____	Remaining Balance: _____
8. _____	Microchip No. _____
Bid Price: _____	Puppy's Sex: _____
Deposit: _____	Remaining Balance: _____

Prospective buyers will be notified which puppy (or puppies if the Puppy Quantity indicated is greater than 1) for which they are the winning bidder when the puppies are seven (7) weeks old.

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Prospective buyers may increase the amount bid on a puppy at any time between when they place their original bid and when the puppies reach the age of seven (7) weeks (when all bids are final.) The increased bid will be accepted when the total money deposited is greater or equal to 25% of the new bid price.

Prospective buyers must not lower the amount bid for any puppy on one's preference list, but if a prospective buyer decides that this is no longer the best time to take ownership of a new puppy one may defer to a future litter - at which point bidding will be reopened and a prospective buyer is free to bid any amount one wishes. When the prospective buyer submits bids for puppies in the next litter, it will be automatically accepted so long as 25% of the highest amount bid on a puppy in the subsequent litter is not greater than the funds held in deposit.

In the event that any puppies on the prospective buyer's original Puppy Preference List are available and have not been bid on by anyone else after the puppies have attained the age of seven (7) weeks, any downward-revised bids may be considered by the breeder after this time.

Delivery Charge: _____

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Deposits and payments will be accepted according to the following methods of payments:

- **Zelle** (buyers may use phone number 832-984-0958 or you may request that the seller send a request to his/her Zelle account using the buyer's phone number or email address to avoid the possibility of sending money to the wrong account);
 - Jonathan Hansen and/or Hansen Spaniels are not responsible for payments made to incorrect bank/Zelle accounts made using the information provided.
- **Venmo** (may send to @HansenSpaniels or, again, ask that the seller send a request through Venmo using the buyer's information); or
 - Jonathan Hansen and/or Hansen Spaniels are not responsible for payments made to incorrect Venmo accounts made using the information provided.
- **Paypal** (add a 3.5% surcharge to the sales price if using this method.)

I'm sorry, but **cash and personal checks are not accepted.**

If a puppy is being delivered/shipped via a pet nanny, final payment plus shipping and handling fees will be due prior to the pet nanny accepting delivery of the puppy/puppies. All pet nanny arrangements must be made by the buyer.

The seller offers free puppy delivery up to 100 miles from the kennel's address in Houston, Texas. The seller will also deliver up to 300 miles, as follows:

- The first 100 miles from the kennel would be free of charge.
- 100-150 miles from the kennel would be \$50;
- 150-200 miles from the kennel would be \$150;
- 200-250 miles from the kennel would be \$200; and
- 250-300 miles from the kennel would be \$250.

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Short Term Health Guarantee

This puppy is guaranteed to be in good health, to the best of the seller's knowledge. Buyer has 72 hours, from the date of ownership, in which to have the puppy checked by a licensed veterinarian. Failure to have puppy check by a licensed veterinarian within 72 hours will void the health guarantee. Buyer must e-mail or send a copy of the veterinary visit record to HansenSpaniels@gmail.com.

After 72 hours of the health guarantee period, the seller cannot be held accountable for future diagnosis of bacterial or viral infectious diseases, giardia, parasites, fungi, parvovirus, etc. since these can be contracted anywhere in the environment after leaving and are not a result of genetic defect or breeding. If there is a problem that cannot be rectified, the buyer may return the puppy to the seller, at buyer's expense, no later than the day following the vet exam, along with a veterinarian's statement stating the problem. Upon the puppy's return, it will be replaced with another puppy of the same breed.

(Exclusion: This does not apply to a health problem resulting from an injury or accident due to buyer's negligence.)

All medical expenses are the sole responsibility of the buyer.

All puppies are vaccinated and treated for worms before they leave. However, the buyer needs to be aware that these things can arise and that they are usually not serious (even though seeing blood in the stool appears serious) and are easily treated.

The seller will not cover the treatment for the puppy after the puppy leaves the seller's possession.

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Viral and bacterial disease and bloody stools (from worms) are not covered in the health guarantee because they are natural things puppies can pick up from anywhere.

Umbilical hernias, also referred to as “outie” belly buttons are also not covered in the health guarantee. Puppies are naturally at risk for viral and bacterial diseases and worms which are often brought on by the stress of a new home, new food, new people, or just a change in environment.

Long Term Health Guarantee

The puppy is guaranteed against congenital life-threatening defects up until it is 3 years old. If there are any congenital life-threatening defects, they should become present well within that time period. Should anything arise within this time due to a congenital life-threatening defect, the puppy will be replaced by one of the same qualities and value when the next becomes available.

There will be no cash refunds. The replacement will only be given if a necropsy has been performed and a certificate from a licensed veterinarian is provided as proof of death.

The cost of necropsy will be the responsibility of the buyer. The buyer must contact the breeder immediately upon discovery of a life-threatening genetic defect. Any delay in doing so voids this guarantee.

This guarantee does not include expenses associated with the veterinary check, OFA exams, vaccinations, worming medication, transportation, carrier, and other fees.

The health guarantees mentioned in this agreement do not cover accidental death, neglect, abuse, or injuries that the puppy sustains in the care of the buyer. Any health-related issues or loss of life due to reactions caused by vaccinations or flea and

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tick preparations administered either orally or on the skin are not covered under this guarantee.

No warranty or guarantee is made to the disposition, life-span, size, color, show quality or breeding quality of any puppy. Retained testicles and hernias are excluded from this guarantee. In the case of sudden death of the puppy, seller must receive a written notice of puppy's death from the buyer's licensed veterinarian along with a necropsy report indicating cause of death.

The seller also reserves the right to require a DNA sample and microchip scan from the puppy.

Veterinary Care

The buyer must agree to keep the puppy under the care of a licensed veterinarian throughout the dog's lifespan.

The buyer agrees to feed this puppy high-quality dog food appropriate for English Springer Spaniels (dog food should include whole grains and should not be "grain free.")

If the buyer allows the puppy to become overweight this health guarantee/contract is void. English Springer Spaniels that become overweight can develop joint problems, metabolic and digestive disorder, back pain and heart disease. Make sure your English Springer Spaniel's weight is healthy for its height and age. Buyer agrees to keep up with age-appropriate, veterinarian-recommended vaccinations and deworming regimens.

Picking Up Your Puppy

Your puppy needs to be picked up after it is eight (8) weeks old, and preferably before it is nine (9) weeks old. If your puppy is not picked up by the ninth (9th) week and no

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prior arrangements have been made with the seller, the seller has the right to void this agreement and find another buyer. In this case, the deposit is nonrefundable.

Puppies Will Not Be Shipped

Puppies will not be shipped. The buyer may come to retrieve the puppy, employ the services of a pet nanny, or pay the seller the cost of hand-delivering the puppy. These costs may include, but are not limited to, any applicable transportation costs including: gas, airfare, lodging, parking, and labor (\$25/hr.) A flat fee with these costs estimated by the seller may be pre-arranged if both parties agree to the delivery price.

The seller is in no way responsible for any expenses associated with the puppy after the puppy leaves the possession of the seller.

American Kennel Club (AKC) Registration

All puppies are guaranteed to be eligible for registration in the AKC's [Purebred Alternative Listing \(PAL\)](#) program.

Right of First Recovery

If the buyer is unable to care for or chooses to change his/her mind about caring for the puppy purchased, the seller retains the first right of recovery of the puppy at the buyer's expense.

The buyer must notify the seller of the change in circumstances and give the seller the first right to the puppy before any other action is taken. This includes and is not limited to selling the puppy to another buyer. The buyer agrees that if this puppy is offered for sale or trade at any time in the future, it will first be offered back to the seller.

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This puppy must NEVER be sold. It especially must never be sold to a pet store, broker, puppy mill, or surrendered to a shelter.

The breeder must be notified immediately of any problems that arise or if the buyer cannot care for the puppy anymore.

The seller has the right to rescue this puppy if it is found to be mistreated, neglected, or abused and the buyer does not voluntarily return it. Any mistreatment, neglect, or abuse of the animal voids all health guarantees given.

Breach of Contract

In the event that the buyer is found to have violated any of the terms and conditions of this contact, the puppy is to be surrendered unconditionally to the seller.

The seller will not refund any money - in whole or in part - for any reason other than stated in the guarantee. The seller may reclaim physical and legal ownership of the puppy with or without due process of law for any breach of contract and with no refund of the purchase price - in whole or in part.

In the event that the buyer is found to have violated any of the terms of this contract, the buyer shall be liable to the seller for damages in the amount of two times the purchase price of the puppy purchased plus expenses for veterinarian care upon return of the puppy to the seller, as well as all attorney, legal, and related miscellaneous fees that result in litigating this contract.

Any legal action which may arise under the terms of this contract will be brought in the county/city of the seller's residence at the time the legal action is initiated.

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This document is a legal and binding contract. This contract is to be governed by the laws of the State of Texas.

The buyer and seller signatures indicate full agreement and approval of all the above terms and conditions of this contract. There are no other conditions or guarantees, verbal or implied.

No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined above. I acknowledge that this is a legal and binding contract and that I have reviewed and agree to the terms listed above.

Failure to follow the above contract completely will result in a “Breach of Contract.”

This contract applies only to the original buyer and is *not* transferable. When the seller receives a deposit, the buyer automatically agrees to the terms of this contract, even if both the seller and the buyer have not yet signed the contract.

All legal fees, collection agency fees, or any other fees which would be incurred to enforce this contract will be the sole responsibility of the buyer. The buyer is responsible for all legal fees of the seller if a court rules in favor of the seller and enforces this contract in dispute. The seller will not be held responsible for the buyer's veterinarian or legal fees accruing after this adoption.

By signing this document, both parties acknowledge that they have read, understand, and agree to this contract. Both parties have a copy of this contract.

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Signature Page

Seller:

Jonathan Hansen

Hansen Spaniels Kennel

Address: _____

Houston, TX _____

832-984-0958

HansenSpaniels@gmail.com

Seller's Signature: _____

Date: _____

Buyer:

Name: _____

Address: _____

Phone: _____

Email: _____

Buyer's Signature: _____

Date: _____