Clucking Homestead Springers & Dachshunds
Puppy Contract
cluckinghome@gmail.com

This contract is a binding agreement made on the day of, _____ between Taya/ Mike Rogers (Clucking Homestead), further referred to as the "Breeder" and _____, further referred to as the "Buyer."

Name: **Breed:** English Springer Spaniel
Color: **Sex:**
Sire Name:
Sire Registration #:
Dam Name:
Dam Registration #:
[X] pet - ***limited registration

Price, Service Fee, and Other Fees:
Buyer has paid a holding fee of $700.00 on (_____).

In the event that the dog is not available due to sickness, death, or any other circumstance owing to the fault of the Breeder, the Buyer's deposit will either be refunded or transferred to the next available litter.

Upon payment in full of the purchase price and fees, Breeder shall promptly take all actions required to officially transfer ownership and registration (once neutered/spayed) of the dog to the Buyer.

The Buyer is entitled to Breeder support for the life of the dog and we encourage and expect Buyers to keep in contact and update us on how their dogs are doing. We also strongly urge all Buyers conduct obedience training with their dogs. If you need help locating obedience classes near you, please let us know!

Registration:
All dogs are sold with limited registration. Limited registration will be given once the dog is altered. This puppy is registrable with the American Kennel Club. The purchased puppy shall never be used for breeding purposes including accidental and is to be neutered/spayed **no later than 24 months of age**. It is recommended that the puppy is registered with the AKC and the new owners follow through with the registration process whether the puppy has full or limited registration. In the instance where the dog is found to have reproduced without permission from the breeder, the buyer can and will be subject to a fine of five (5) times the original purchase price of the dog. By signing this contract, you are stating that you understand the regulations and agree to them.

I HAVE READ AND UNDERSTAND THE BREEDING REGULATIONS AND AGREE TO ABIDE BY THE TERMS. I UNDERSTAND THAT I CAN BE FINED FOR FIVE (5) TIMES THE PURCHASE PRICE OF THE DOG IF FOUND THAT I DID NOT COMPLY.

INITIAL: _____

Satisfaction Guarantee:
The Breeder guarantees that the Buyer will be satisfied with the dog purchased. If the Buyer is not satisfied with the dog received, the dog may be returned to the Breeder at the Buyer's expense. The Breeder will replace the dog at a later date or refund the full purchase price, less the deposit. The satisfaction guarantee is valid for 72 hours after the buyer receives the dog.

Health Guarantee:
The Breeder guarantees that the dog received is a purebred English Springer Spaniel of sound body, health, and temperament. The dog has been examined by a veterinarian, dewormed, and vaccinated according to the program adapted to the age of the dog. The Buyer is advised to have the dog examined by his/her veterinarian within **three** days of leaving the Breeder. Failure to do so will result in cancellation of this agreement. You will receive a replacement dog, if the dog is found to have any congenital defect (inherited medical condition that occurs at or before birth) which results in death or veterinarian recommended euthanasia within one year of the sale. I do not guarantee umbilical hernias, undescended testicles, cherry eye, overbite or underbite and dew-claw regrowth. The Breeder must be provided with a written report of the dog's condition from a licensed veterinarian. The Buyer assumes full responsibility for all costs and care during this time. It is up to the buyer to provide any and all veterinary care, vaccinations and workings for the puppy after purchase to guarantee the health of the puppy/dog. I will not guarantee said puppy/dog without proper proof of veterinarian care.
Microchip is never to be removed and or tampered with. The breeder will remain as secondary contact to the puppy for its life-time.

General:
The Buyer is not required to return the dog to the Breeder to make claim on this agreement, except for the satisfaction guarantee section. This agreement does not cover health problems that are due to injury during transportation of the dog to the Buyer, or if problems arise because of neglect, abuse, poor nutrition, or any other type of mistreatment. Prior to awarding any claims on this contract, the Breeder may request to have the dog examined by a second veterinarian at the Breeder's expense. If the Buyer elects to receive a replacement dog, the Buyer is responsible for any transportation costs for the replacement dog. We do not guarantee temperament, it is up to the buyer to properly socialize the puppy at an early age. It is recommended to enroll your new puppy into socialization/obedience classes.

Buyer is required to provide updates of puppy and photos that can be used on social media to share with littermates and new families.

Contract Rendered Invalid:
The guarantees covered in this agreement will be rendered invalid if:

A. The dog is not seen by a veterinarian for a health check within three business days of the sale
B. The dog has not been fed a quality dog food that is appropriate for its size and life stage
C. The dog has been sold or given away to a third party
D. The dog is involved in excessive physical activity or sports training prior to the age of one year.
E. The dog was bred prior to receiving full registration and health certifications.
F. If the dog was NOT spayed/neutered prior to the age of 24 months.

Right Of Recovery/Placement:
If, for whatever reason, the buyer cannot or does not wish to maintain custody of the dog at any time during its lifetime, the breeder is to be notified immediately of such a case. The dog is NOT to be sold or placed anywhere without written consent from the breeder. The breeder will help assist in any placements of said dog/puppy. The breeder will always accept the dog/puppy back. The breeder wishes to make sure that this dog is well cared for and placed in a proper environment for its entire lifespan. Any evidence of abuse or neglect of the dog/puppy will guarantee legal action, resulting in the seizure of the dog/puppy from the buyer. Buyer will be subject to a fine of five (5) times the original purchase price of the dog/puppy. Buyer will not receive their money back under any circumstances as by signing this contract, you are agreeing to a life-time ownership and care of this dog/puppy.
I HAVE READ AND UNDERSTAND THE RIGHT OF RECOVERY AND AGREE TO ABIDE BY THE TERMS.

INITIAL: _____

Violation Of Contract:
Violations of terms of this contract renders all guarantees stipulated in this contract to be null and void. In the event this contract and the parties involved have to be taken to court, the buyer is responsible for all Court costs.

Understanding Contract Terms
Buyer agrees that he/she has read and understands the terms and conditions of this contract fully. Any breach of this contract could be detrimental to the name and reputation of the seller/ breeder and the seller/breeder will be entitled to five (5) times

the purchase price of the puppy including, but not limited to: attorney's fees, court costs, and any all expenses acquired and/or the puppy returned to breeder.
I HAVE READ AND UNDERSTAND EACH SECTION OF CONTRACT.

INITIAL: _____

This agreement is binding on both parties. This is the final agreement. Any further agreements will be made in writing. This contract is designed to protect the puppy, the breeder, and the buyer. This contract is being entered into and agreed upon by both of the following parties of the above described puppy. This document shall be kept, with the buyer's signature, address and phone number on file with Clucking Homestead Springers and Dachshunds and a copy has been provided to the buyer. By signing this contract, both buyer/owner and seller/breeder agree to abide by said contract in its entirety and any legal dispute will be settled in Fond du Lac, State of Wisconsin.

Breeders Information:
Name: Taya & Mike Rogers
Phone: (920) 583-9303
Email: **cluckinghome@gmail.com**

Buyer's Information:

Name:_____

Address:_____

_____

Phone:_____

Email:_____

THE PARTIES ACCEPT AND AGREE TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS GOVERNING THE PURCHASE AND SALE OF THE DOG.

Date_____ Signature of Buyer_____

Date _____ Signature of Breeder_____