

Aviary Kennels Performance/Show Puppy Contract

This contract is in reference to the puppy described below:

Puppy Information:

DOB: / /

Sex: _____ Color: _____

Microchip Number:

Registered Name:

Sire:

Dam:

Deposit: Paid on: / /

I. Seller Commitment:

By signing this contract, I, Auna Kaufmann-Schwartz (hereafter referred to as "Aviary Kennels" or "seller), make the following commitments:

1. This puppy has been determined to be healthy and free of contagious disease by a veterinarian as of ____ / ____ / _____. This puppy has received age-appropriate vaccinations as recorded on their enclosed vaccination records from Animal Health Center LLC in Laramie, WY. This puppy was also wormed according to the attached records.
2. This puppy is of sound, breed-appropriate temperament at this time and I have not observed concerning or abnormal behavioral or temperamental issues. Continued age-appropriate socialization and training to maintain sound temperament is the responsibility of the buyer. I will strive to support the buyer by providing training resources and discussing behavioral or temperamental issues that may arise.
3. This puppy is free of congenital defects that would prevent it from performing its intended purpose, as well as known disqualifications in the AKC show ring as listed in the AKC Brittany Standard.

4. This litter will be registered with the American Kennel Club (AKC) and registration for individual puppies will be submitted within 30 days of puppies leaving my home. Registration papers will be sent directly to the address provided by the buyer.
5. Both parents of this puppy have been screened for hip and elbow dysplasia and have publicly available passing results of these tests.
6. This puppy will be free of hip dysplasia per the findings of the Orthopedic Foundation Foundation for Animals (OFA) prior to 5 years of age, absent documented hip or leg injuries prior to 5 years of age. This includes OFA hip scores of fair, good, or excellent as evaluated by a panel of professionals at OFA.
7. I will be available for consultation by the buyer for the lifetime of this puppy.
8. I will take this puppy back at any point throughout its lifetime if the home becomes unable to care for the puppy; I will arrange transport as quickly as possible as circumstances allow. If it makes more logistical sense and the home is amenable, I will assist in rehoming the dog to an approved home instead.
9. If commitments **I.1-I.3** are found to be untrue by a veterinarian within 10 days of the puppy leaving my custody, the puppy may be returned to me for a full refund of the purchase price OR the buyer may keep the puppy and receive a 50% refund of the purchase price to assist with payment for appropriate medical treatment.
10. If this dog is found to have a disqualifying fault in the AKC show ring prior to 2 years of age, the dog may be returned to me for a full refund of the purchase price, the buyer may keep the dog and receive a 50% refund of the purchase price, or a replacement puppy may be offered from our next litter at a 50% discount, at the discretion of the buyer. Disqualifying faults for the purposes of this section include:
 - a. Dogs measuring under 17.5" or over 20.5" at the shoulder
 - b. Black pigment in the nose or coat
 - c. Tricolor markings exceeding those specified in the standard
 - d. Cryptorchidism or monorchidism (undescended testes, one or both, in males only)
11. If this dog is found to have hip dysplasia at any point prior to 5 years of age (OFA findings of mild, moderate, or severe dysplasia), I will offer either a replacement puppy from a future litter or a full refund of the purchase price of the dog upon proof of spay or neuter, at the buyer's discretion. I reserve the right to have new OFA x-rays taken and submitted at my expense prior to issuing a refund if I believe that x-ray quality or

positioning resulted in an incorrect diagnosis. Dog must not have been bred prior to OFA findings or this commitment is void.

I hereby agree to these terms and commitments.

Seller Printed Name

Seller Signature

/ /

Date

II. Buyer Commitment

By signing this contract, I _____ (hereafter referred to as "I" or "buyer") agree to the following terms and make the following commitments:

1. This puppy will be seen by a veterinarian within one week of coming home and evaluated for contagious disease and overall health.
2. This puppy will receive its recommended core vaccinations, including rabies, parvovirus, distemper, and other diseases as recommended by my veterinarian.
3. In order to make a claim for a full or partial refund based on puppy health as outlined in **I.8**, the buyer must provide written medical records from my veterinarian to the seller that show that stipulations **II.1-II.2** have been followed.
4. I will provide my puppy with appropriate medical care, clean water, a balanced diet, and shelter from the elements, as well as age-appropriate socialization, training, management, and exercise as needed for proper health and development.
5. I will provide up to date contact information (phone and email) to the seller for the lifetime of the dog and will notify them of changes in contact information that would affect their ability to reach me or provide support.
6. I will include the kennel name "Aviary" in the dog's registered name for its lifetime.
7. This puppy is being sold on full AKC registration. I will not breed this puppy prior to 24 months of age, CHIC certification, and consultation with the seller.

8. I will notify the seller of:
 - a. Accidental or unplanned litters.
 - b. Significant health diagnoses of the dog that could have genetic components, including but not limited to: hip dysplasia, elbow dysplasia, luxating patella, CCL tear, cancer, or epilepsy
 - c. The timing and cause of death of the dog

This is to ensure that Aviary Kennels can always make future breeding decisions with as much information as possible, and so that the seller can inform other families of potential health issues to watch for in related dogs.

9. The seller has completed health screenings for hip and elbow dysplasia. I have discussed the importance of hormones for proper bone and joint development with the seller. I understand that this puppy is guaranteed not to have hip dysplasia prior to 5 years of age if the dog was not spayed or neutered prior to 1 year of age. I understand that spaying or neutering prior to 1 year of age voids this guarantee.
10. Upon diagnosis of hip dysplasia in this dog by a veterinarian, I will:
 - a. Contact the seller to discuss options for refund or replacement as outlined in **I.9**
 - b. Schedule the dog to be spayed or neutered if they have not been prior
 - c. Have official x-rays taken and submitted to OFA for scoring and inclusion in the OFA database
 - d. Allow the seller to have x-rays retaken at the seller's expense if they deem it necessary

11. **I will not surrender this dog to a shelter or rescue. I will contact Aviary Kennels/seller prior to another person taking primary possession of this dog.** If I wish to rehome this dog for any reason, Aviary Kennels/seller has first right of refusal to repossess the dog. If they choose to do so, Aviary Kennels will provide either a partial or full refund of purchase price at their discretion. I will not sell or rehome the dog without first providing them the opportunity to repossess the dog, and I will work cooperatively with Aviary Kennels to screen potential homes if they choose not to repossess the dog.
Violation of this section is subject to a fine of \$3000 payable to seller as well as any costs incurred in order to locate and repossess the dog.

This section is not meant to restrict flexibility in providing for the care or training of the dog and does not apply to:

- a. Board-and-train or live-in training programs
- b. Temporary boarding with professional facilities, family members, or friends

I hereby agree to these terms and commitments:

Buyer Printed Name

Buyer Signature

/ /
Date

Buyer Printed Name

Buyer Signature

/ /
Date

Current Contact Information:

Street Address:

City/State/Zip:

Preferred email:

Preferred phone:

Best way to reach you: Email Text Phone Call