



WINDY RIDGE

GUN DOGS

Puppy/Dog Deposit and Purchase Agreement & Guarantee

This agreement (“**Agreement**”), dated as of _____, 20__ (the “**Effective Date**”), is between Windy Ridge Gun Dogs, LLC (“**Breeder**”), and _____ (“**Buyer**”). The subject of this Agreement is for a puppy/dog (“**puppy/dog**”) from the below-described breeding.

- **PROPOSED REGISTRY:** North American Versatile Hunting Dog Assoc (NAVHDA)
- **PROPOSED REGISTERED NAME:** _____
- **Preferred SEX:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** _____
- **SIRE REGISTERED #:** _____
- **DAM:** _____
- **DAM REGISTERED #:** _____

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit (“**Deposit**”) as defined below in the payment process shall be applied to the final Purchase Price (defined below)
 - A) Breeder agrees to sell one Braque Francais puppy to puppy Buyer for the price of \$2,500, of which the deposit of \$750 is nonrefundable. Payment Process: \$750 nonrefundable deposit due to hold a spot on the litter, \$750 nonrefundable payment to commit to the litter at time of birth and the final \$1,000 payment is due at puppy send home.
 - B) Breeder will notify puppy Buyer within three days of birth of the litter. Please note deposits will not be returned if a puppy is not available for the sex Puppy Buyer has requested. However, the deposit will be transferred to another litter if a puppy is not available for the sex Puppy Buyer has requested. Puppy Buyer will also be given the opportunity to move to the deposit list on available puppies of the opposite sex.
 - C) Puppy Pick Out Day will be when the puppies are approximately 6.5 weeks of age. Puppy Pick order is first come first served based on date the Deposit was received from Buyers.
 - D) Send Home Day will be the Saturday after the puppies turn 8 weeks old (unless notified otherwise). Puppy Buyer agrees to pick up their puppy on above send home date. If the puppy cannot be picked up on that date a boarding fee of \$40 a day will be due upon pick up of the puppy. Windy Ridge Gun Dogs does not ship puppies. Puppy Buyer must pick up their puppy at Windy Ridge Gun Dogs. If puppy Buyer decides to ship the puppy then Windy Ridge Gun Dogs does not accept responsibility for any health issues aside from genetic issues that may arise. If puppy requires a veterinarian Health Certificate \$75 will be due upon pick up of the puppy.
2. **Purchase Price.** The full purchase price of \$2500.00 (“**Purchase Price**”) is agreed with the balance due in full upon Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be

paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Venmo, Zelle or check.

3. **Limited Registration.** The puppy/dog is a purebred Braque Francais Pyrenees registered with NAVHDA and is being sold with a "NCFB (NOT CERTIFIED FOR BREEDING)" NAVHDA limited registration. Breeder agrees to provide Buyer with the NCFB registration papers. As such, the puppy/dog **shall not** be bred until the Buyer and Breeder have agreed to change the NCFB registration to a "Full Registration". Changing the registration is the sole responsibility of the Buyer and the Puppy/Dog must complete to the satisfaction of the Breeder:
 - a. be at least 24 months of age
 - b. pass health testing of eyes, elbows, and hips
 - c. be a proven hunter either by testing or evaluation.
 - d. Additionally, the proposed breeding mate shall also meet the requirements above.
4. **Registration by Breeder.** Breeder shall register the puppy/dog with NAVHDA. Buyer agrees to (a) use Breeder's kennel name when registering the puppy/dog and Buyer will not change the puppy/dog's registration name without Breeder's prior written consent and will never remove the kennel suffix from the puppy/dog's registration name.
5. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited until the Limited Registration is changed to a "Full Registration". Changing the Limited Registration is the Buyers responsibility. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$10,000.000 per litter of offspring and (b) all of Breeder's warranties set forth in this Agreement will become null and void.
6. **Breeder's Obligations.** Breeder represents and warrants the following:
 - a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price.
 - b. State of Health; Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog (the "**Examination Period**") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog's transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
 - c. Long-Term Health Warranty. Breeder provides a one-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination.
 - d. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount).
 - e. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

7. **Buyer's Obligations.** Buyer agrees to the following:

- a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.
 - b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
 - c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
 - i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight.
 - ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
 - iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
 - d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
 - e. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.
 - f. Spay/Neuter Provision. Will not spay or neuter the puppy, if so desired, until it is a minimum of 12 months old, but two years of age is preferred.
 - g. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.
8. **Ongoing Communications.** Buyer agrees to inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.
9. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes

possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.

10. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.]
11. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the conflicts of laws provisions thereof.
12. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

Name _____

Name: _____

Signature: _____

Signature: _____

Address _____

Address _____

Email: _____

Email: _____

Phone: _____

Phone: _____