

## Contract of Sale

This is a legal contract entered into between Breeder and Buyer specified below. This document is the only agreement between Breeder and Buyer. No verbal agreements shall modify this agreement.

This AGREEMENT is made between Jean Doerflein Wilson on behalf of Duck Creek Poultry Place & Wilson's Waterfowl and Poultry Co. (Breeder) and \_\_\_\_\_ (Buyer/s) for one puppy out of (Sire) \_\_\_\_\_ AKC# \_\_\_\_\_ and (Dam) \_\_\_\_\_ AKC# \_\_\_\_\_ that was whelped (DOB) \_\_\_\_\_ which is certified by the BREEDER to be purebred Great Pyrenees.

Full Puppy Purchase Price: \$ \_\_\_\_\_ Puppy identification/name: \_\_\_\_\_

Puppy Microchip # \_\_\_\_\_ Puppy Sex: \_\_\_\_\_

Puppy AKC#: \_\_\_\_\_ Puppy Color/Markings: \_\_\_\_\_

### **General Conditions**

A non-refundable deposit of \$400 is required to reserve a puppy. This non-refundable deposit must be paid before a puppy will be held for Buyer. No refund will be issued after deposit has been paid.

All payments shall be made in the form of a cash, postal money order, personal check, or approved electronic payment. The only electronic payments accepted will be through Venmo, Zelle, or PayPal. There will be an additional \$60 surcharge added to the final purchase price for all PayPal payments. Money orders/checks should be made payable to "Jean Wilson". Personal checks will not be accepted for payments unless it is minimum 10 days before pickup to allow time for check to clear in its entirety.

Any and all travel charges are not included in the purchase price or deposit.

For out of state buyers, Breeder will calculate vet visit cost(s) for mandatory health certificate and/or any other entrance requirements that are state dependent. This cost is in addition to the purchase price of the puppy/dog and is due before the puppy is received by the Buyer. By signing this contract, Buyer agrees to pay these vet costs in addition to full purchase price.

Full purchase price for the puppy must be made after the puppy has been born but before the puppy reaches 13 weeks of age, **unless the Buyer is paying cash at the time of pick up**. Failure to receive full payment by the time the puppy is 13 weeks of age will forfeit your reservation for a puppy and the puppy will be made available to the next available home. If the puppy or dog is over the age of 13 weeks old when reserved, full payment must be made within 14 days of signing this contract and before delivery of puppy/dog.

Under no circumstances will the puppy/dog leave the premises of the Breeder under the age of 8 weeks old and/or before full payment has been received.

**Buyer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **Buyer's Responsibilities**

Please note that the Breeder Guarantee is null and void if Buyer does not adhere to the following Buyer's Responsibilities. Buyer will assume responsibility for all travel and transportation costs incurred.

Every effort has been made by the Breeder to produce a litter both physically and mentally sound. Breeder will stand behind this breeding to the extent stated below. However, Buyer accepts full responsibility for the proper care once the puppy/dog leaves the Breeder, as Breeder cannot be held responsible for death, injury, deformity or temperament of the puppy/dog due to illness, accident or deviation from adequate care and socialization required for a giant-breed puppy/dog.

Minimally, Buyer agrees to have this puppy/dog examined at least once by a state licensed and federally accredited veterinarian by or before the puppy/dog is 1 year old. Breeder is not responsible for any veterinary expenses incurred by the Buyer at any time.

Buyer agrees to work with a state licensed and federally accredited veterinarian on the best vaccination protocol for the puppy/dog and to arrange for any needed boosters, routine rabies vaccinations, and fecal testing/deworming. Buyer agrees to provide puppy/dog with all needed veterinary examinations, as well as appropriate veterinary care, deworming, vaccinations, and nutrition throughout the puppy's/dog's life. Buyer is to provide necessary medical treatment in the event of accident/injury to the puppy/dog. Breeder is not responsible for any veterinary expenses incurred by the Buyer at any time.

Buyer agrees to keep puppy/dog in good condition. Puppy/dog shall be maintained at an appropriate weight, shall have access to clean water, and be fed an appropriate diet for the size and activity level of the puppy/dog. The puppy/dog shall receive adequate care regarding coat, ears, and nails. Buyer agrees to provide this puppy/dog with adequate protection from natural elements such as heat, cold, rain, snow and pests such as fleas, ticks, flies, etc...

Buyer agrees to prepare for and provide accommodations and equipment suitable for the maintenance of a Great Pyrenees, including but not limited to these minimum standards: secure containment facilities. These would include a sturdy crate of a size sufficient for an adult specimen of the breed and/or a fenced in area, yard, kennel or run. If the puppy/dog is to be a family companion mainly housed indoors then the mentioned fencing/containment facilities may not apply. Buyer agrees to provide adequate fencing/enclosure to ensure this puppy's/dog's safety.

- **Buyer agrees that this puppy/dog shall not be allowed to roam at large outside of containment or off leash without direct owner supervision.**
- **Buyer agrees to provide proper training for the puppy/dog such that they learn to respect confinement/fence and not develop habits such as climbing over or digging under fencing.**
  - **It is the buyer's responsibility to contact the breeder or other knowledgeable individuals to accomplish this task starting from day one of taking the puppy/dog home.**
- **Buyer understands that invisible fencing may not be adequate to contain a Great Pyrenees and must be willing to provide alternate containment if invisible fencing is not adequate.**

**Buyer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

### **Buyer's Responsibilities Continued**

Buyer agrees that this puppy/dog shall not be subjected to repetitive, nonproductive verbal or physical corrections or other abuse. Buyer shall follow proper corrective actions to prevent the puppy/dog from repetitive chasing or injuring livestock and poultry. Direct physical owner supervision is paramount to the success of this puppy/dog and to prevent it from developing self-rewarding negligent behaviors especially from age 6 months to 18 months. **It is the buyer's responsibility to contact the breeder or other knowledgeable individuals to accomplish this task starting from day one of taking the puppy/dog home.**

Buyer agrees to consult Breeder immediately with any concerns regarding behavior or temperament. Livestock Guardian Dogs are prone to resource guarding (food, treats, toys, people, physical areas). They are also bred to guard against unwanted intruders so socialization with a variety of people and animals is very important if you expect them to be comfortable with strangers such as delivery personnel, distant relatives, neighbors, or new animals. Buyer must maintain the correct confinement measures to keep both the puppy/dog safe and any people or animals the puppy/dog has deemed to be a threat to its livestock, home, or family safe. Buyer will consult with Breeder and a professional dog trainer if resource guarding or other guarding behaviors become problematic for Buyer.

Buyer agrees to license this puppy/dog according to the regulations of their county/state of residence.

Buyer agrees that if there comes a time when the Buyer can no longer provide a home for the puppy/dog due to any circumstance the Buyer will contact Breeder. Breeder will evaluate the situation and make the appropriate suggestions to the Buyer about options for retraining and rehoming the puppy/dog. The Breeder reserves the right to take back the puppy/dog if the Buyer is no longer able to provide a home for the puppy/dog. The Breeder has no obligation to take the puppy/dog back especially when the Buyer has not adhered to the Buyer's Responsibilities mentioned in this contract. Breeder will assist the Buyer to retrain the puppy/dog whenever possible. However, if the Buyer has failed to reach out to the Breeder soon after issues arise then the Buyer acknowledges that the Breeder may not be able to assist when inappropriate behaviors have not been corrected in a timely manner. **NO REFUND WILL BE ISSUED.**

Buyer agrees that the Breeder has the right to use and/or exhibit any photos taken of this puppy/dog on the Breeder's website/social media pages or for any advertising.

Nothing in this agreement shall be construed as liability on the Breeder's part if the dog shall fail to perform its intended functions for any reason, nor shall the Breeder be liable for any actions of this dog.

Failure to adhere to these conditions shall void all Breeder Guarantees, unless other prior arrangements have been made in writing.

**Buyer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **Breeder's Guarantee**

Failure to adhere to the Buyer's Responsibilities shall void all Breeder Guarantees, unless other prior arrangements have been made in writing. Every reasonable precaution has been taken to ensure the physical soundness and temperamental stability of the puppy/dog, including that its Dam and Sire themselves are free of known hereditary defects.

All vaccinations and parasite controls are as current as possible at the time of transfer of the puppy/dog. Records of all vaccinations and parasite controls will be provided to Buyer by Breeder.

Breeder guarantees this puppy/dog to be in good health and free of disease upon receipt of Buyer. Breeder guarantees that if a state licensed and federally accredited veterinarian determines, within 10 days of receipt, that the puppy/dog is clinically ill or has died from an injury sustained or illness likely to have been contracted on or before the date of sale and delivery, Buyer may return the puppy/dog to the Breeder within 14 days of diagnosis for a full refund of the purchase price. However, if the Buyer elects to keep the puppy/dog after the veterinary exam, Breeder is not liable for any existing or future medical conditions. Breeder is not responsible for any veterinary expenses incurred by the Buyer at any time.

Breeder guarantees that if within 30 days of receipt, a state licensed and federally accredited veterinarian determines the puppy/dog has a congenital or hereditary defect which adversely affects the animal's health or that the puppy/dog died from a congenital or hereditary defect, Buyer may return the puppy/dog to the Breeder for a full refund of the purchase price. All claims for a refund under this guarantee must be made within thirty (30) days of the date of the first diagnosis of a defective condition. However, if the Buyer elects to keep the puppy/dog after the veterinary exam and first diagnosis, Breeder is not liable for any existing or future medical conditions. Breeder is not responsible for any veterinary expenses incurred by the Buyer at any time.

Breeder guarantees puppy/dog to be free of crippling hereditary hip and elbow dysplasia. Breeder must be notified of hip and/or elbow defect by the time the dog is 30 months of age. Proof of hip and/or elbow defect must be provided in the form of a Veterinarian's written report made at the Buyer's expense, and may be confirmed by a second Veterinarian of the Breeder's choice and at the Breeder's expense and, in the case of hip or elbow dysplasia, by the X-Rays and written statement of a Member of the American Board of Veterinary Radiology (ABVR) or by the Orthopedic Foundation for Animals (OFA). Upon proof of hip and/or elbow defect and proof that the dog has been spayed/neutered, the Breeder agrees to refund 1/2 the original purchase price. All claims under this guarantee must be made within thirty (30) days of the date of the first diagnosis of a defective hip and/or elbow condition. Breeder is not responsible for any veterinary expenses incurred by the Buyer at any time.

The Breeder cannot be held responsible or liable for any defect, deformity, or premature death of this puppy/dog if such is due to an accident, injury, medical illness, neglect, or deviation from the proper care normally required by the breed once the puppy/dog leaves the Breeder's premises unless otherwise covered under previously written terms.

Nothing in this agreement shall be construed as liability on the Breeder's part if the dog shall fail to perform its intended functions for any reason, nor shall the Breeder be liable for any actions of this dog.

**Breeder Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **Working Livestock Guardian Conditions, Buyer Responsibilities & Breeder Guarantees**

This puppy/dog is guaranteed to have the correct character and temperament to develop into a proper livestock guardian dog. The temperament of an adult dog, however, is a combination of both genetic and environmental factors and cannot be predicted. If the puppy/dog is raised with/around livestock, following the advice of the Breeder and under direct supervision of the Buyer, it should function as a livestock guardian when mature (**18-36 months of age**). The manner in which the puppy/dog is raised directly influences what the dog will protect. Evidence of such function is a lowered rate of livestock loss due to predation and/or lowered evidence of predator activity in the area occupied by the dog.

Breeder guarantees puppies/dogs sold under these conditions will meet the qualifications as best as can be determined by 8 weeks of age. If the dog is already an adult, Breeder guarantees that the dog is already displaying these qualities.

Buyers are strongly encouraged to seek guidance from the Breeder or other experienced LGD owners prior to introduction of the puppy/dog to livestock and poultry. The Buyer is responsible for preventing the puppy/dog from repetitive chasing, injuring, or killing of livestock and poultry. Direct physical owner supervision is paramount to the success of this puppy/dog and to prevent it from developing self-rewarding negligent behaviors especially from age 6 months to 18 months. Unsupervised time with poultry is not recommended for puppies/dogs under 2 years of age. It is the buyer's responsibility to contact the Breeder or other knowledgeable individuals for assistance and recommendations.

Protecting is an instinct. What to protect is not. Guarding is an instinct. Guarding YOUR property inside YOUR boundary is not. Predatory drive is an instinct (one they needed historically to feed themselves). What to prey on, or rather NOT to prey on, is not. Play is an instinct. Playing with other dogs but not playing with your flappy chickens or the bouncy lambs is not. Barking at things that alert them is an instinct. Barking at only the appropriate things, and not everything, is not. Your Livestock Guardian Dog may have brilliant instincts bred into them, but they need focusing and guidance to do the job you want them to do, and they need time, typically 2-3 YEARS of guidance while their brain fully matures to become a solid and reliable farm worker.

Livestock Guardian Dogs are prone to resource guarding (food, treats, toys, people, physical areas). They are also bred to guard against unwanted intruders so socialization with a variety of people and animals is very important if you expect them to be comfortable with strangers such as delivery personnel, distant relatives, neighbors, or new animals. Correct confinement measures must be in place to keep both the puppy/dog safe and any people or animals the puppy/dog has deemed to be a threat to its livestock, home, or family safe.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Breeder Signature \_\_\_\_\_ Date \_\_\_\_\_

### **Working Livestock Guardian Conditions, Buyer Responsibilities & Breeder Guarantees Cont.**

Buyer has agreed to always provide adequate fencing/enclosure for the puppy/dog. The Buyer agrees that this puppy/dog shall not be allowed to roam at large outside of containment or off leash without direct owner supervision. Buyer agrees to provide proper training for the puppy/dog such that they learn to respect confinement/fence and not develop habits such as climbing over or digging under fencing. It is the buyer's responsibility to contact the breeder or other knowledgeable individuals to accomplish this task starting from day one of taking the puppy/dog home. Buyer understands that invisible fencing may not be adequate to contain a Great Pyrenees and must be willing to provide alternate containment if invisible fencing is not adequate.

The Breeder has no obligation to take the puppy/dog back especially when the Buyer has not adhered to the Buyer's Responsibilities mentioned in this contract. Breeder will assist the Buyer to retrain the puppy/dog whenever possible. However, if the Buyer has failed to reach out to the Breeder when issues arise then the Buyer acknowledges that the Breeder may not be able to assist when inappropriate behaviors have not been corrected in a timely manner.

If Buyer fails to adhere to the terms set forth in this agreement, all "Breeder Guarantees" in this contract are null and void.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Breeder Signature \_\_\_\_\_ Date \_\_\_\_\_

### **Items Breeder Supplies**

The puppy/dog will be microchipped before it leaves the Breeders premises. Breeder will provide enrollment documentation for the microchip in AKC Reunite to the Buyer. Buyer must register the microchip with AKC Reunite with the Buyer's contact information and pay the AKC Reunite microchip registration fee. The fee is **not** part of the purchase price of the puppy/dog. If the Buyer fails to register and pay for the microchip registration with AKC Reunite the benefits of having the puppy/dog microchipped are lost. A one time, lifetime enrollment for your pet in AKC Reunite is typically around \$20 with no annual fees.

For puppies that are eligible for full or limited AKC registration, the Breeder will provide registration documentation to Buyer so that Buyer can individually register their puppy/dog with the AKC. The litter will already be registered by the Breeder with the AKC, but the Buyer will need to register their individual puppy/dog. Registration fees with the AKC vary depending on if you register by paper or online but typically cost between \$35 - \$60. The AKC registration fee is **not** part of the purchase price of the puppy/dog. Any puppy/dog registered after 1 year of age will be charged an additional late fee by the AKC so it is in your best interest to register the puppy/dog before it is a year old. All puppies/dogs will be able to be fully AKC registered with full breeding rights unless otherwise specified in writing.

Breeder will supply the Buyer with the following when the puppy leaves: personalized puppy folder, pertinent health records including a list of deworming and vaccinations already administered to puppy/dog, a gallon bag of current food, toy with littermate scent.

Contact the Breeder with any questions about registering your microchip or with registering your puppy/dog with the AKC in general.

### **Further Contractual Agreements**

1. Breeder reserves the right to refuse a puppy/dog to Buyer, for any reason, up until the time the puppy/dog has been delivered to Buyer. If the Buyer is found to be not truthful in their interactions with the Breeder or found to be an unfit owner due to neglect to previously owned animals the deposit will not be refunded.
2. Breeder will refund the deposit of \$400 only if Breeder is unable to place a puppy/dog with Buyer due to availability. Deposit will not be refunded if Buyer decides he/she no longer wants a puppy.

By signing below, Buyer agrees to have read all pages and understood all terms and conditions and all parties agree to the terms of this contractual document and agree that this is a legal binding contract and cannot in any way be countermanded. Upon request the Buyer will be provided with an exact copy of this Document within 14 days of signing.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Breeder Signature \_\_\_\_\_ Date \_\_\_\_\_