

Parties

This agreement is made, and hereby entered into, on this _____ day of _____, 200____ by and between:

Seller

Todd Chrisman d/b/a Marshfield Kennel

Marshfield, MA 02050

tchrisman@marshfieldkennel.com

www.marshfieldkennel.com

(hereafter referred to as "Todd," "I," "Marshfield Kennel" or "me"), and:

Buyer

_____, _____ (hereafter referred to as "Puppy Client" or "you").

For the purpose of setting forth the terms and conditions of the purchase of a purebred German Shorthaired Pointer, it is agreed between Todd and Puppy Client as follows:

Consideration

Todd agrees to sell and the Puppy Client agrees to buy one puppy from the litter described below for the price set below, subject to certain guarantees and limitations as described below.

Litter

Puppy Your Choice of Puppy from "B" Litter Whelped or expected Whelp Date:	Sire Call Name _____ Hips: _____, Elbows: _____ Height at Withers: _____, Typical Weight: _____ Color: _____
	Dam Dove v Bergsteiger , Call Name Dove Hips: PennHIP DI: Rt. .19, Lt. .22 Height at Withers: 26 Inches, Typical Weight: 64 Pounds Color: Liver, Ticked and Patched

(hereinafter referred to as "Your Choice of Puppy from "B" Litter"). A correct four-generation pedigree is attached hereto and made part hereof.

Price

Your Choice of Puppy from "B" Litter is being sold for the sum of ***** and No/100 Dollars (\$) as follows: ***** Hundred and No/100 Dollars (\$) paid on _____ as a deposit (of which Two Hundred Dollars (\$200.00 will be non-refundable), the remainder to be paid in full on or before _____. Only after

the full amount of the agreed upon amount is paid, may Your Choice of Puppy from "B" Litter be removed from Todd's premises. If the balance is left unpaid by such date as of _____, this agreement shall be canceled at Todd's option and the Puppy Client shall forfeit the non-refundable portion of your deposit given hereunder. Your Choice of Puppy from "B" Litter may be shipped to Puppy Client when paid in full (including the fee for the crate and veterinary health certificate) at Puppy Client's expense.

Puppy Client has placed the deposit and has the _____ choice from the litter. Buyers will select in order of their deposits, without regard to gender of the puppies. Provided however, I reserve the right to the first pick. If I choose not to select a puppy first, I may assign this right to someone else.

Health

Disease

I guarantee that Your Choice of Puppy from "B" Litter is in good health and has received age appropriate medical inoculations and care including Parvo inoculations and worming. I will provide you with a medical chart detailing treatment Your Choice of Puppy from "B" Litter has received under my care and future care that I feel is essential to its well-being.

Puppy Client will examine Your Choice of Puppy from "B" Litter before taking possession and confirms by that action the puppy appears to be in good health.

I guarantee that Your Choice of Puppy from "B" Litter is free of life threatening diseases or disabilities such as heart murmurs or Parvo for 72 hours after delivery to Puppy Client. Should life threatening diseases or disabilities be discovered within 72 hours of receipt of Your Choice of Puppy from "B" Litter, and attested to in writing to me by your veterinarian, I will provide a replacement like quality puppy as soon as such a puppy is available to me, or refund 100% of purchase price, upon the return of Your Choice of Puppy from "B" Litter. I strongly recommend that you have Your Choice of Puppy from "B" Litter examined by a licensed veterinarian of your choice within 72 hours of receipt. All action taken to return Your Choice of Puppy from "B" Litter shall be with the best interest of Your Choice of Puppy from "B" Litter in mind.

This health guarantee is void if disease is discovered after a commercial flight, or after Your Choice of Puppy from "B" Litter is kenneled in a commercial, municipal, institutional, or large private kennel. Puppy Client agrees that any and all transportation costs, to and/or from Todd's premises, will be at the cost and sole responsibility of Puppy Client.

This time limit is intended to encourage early detection of life threatening communicable disease. I am not responsible for Parvo or any communicable disease three days after dog has left my possession and control.

Dew Claws and Tail Docking

Your puppy will have its dewclaws removed and its tail docked to help prevent injury. If the vet does a good job, the tail will be docked at about 50%, which is longer than the AKC standard, but shorter than the German Standard.

Genetic Problems and Guarantees

Great care has gone into planning the breeding of Your Choice of Puppy from "B" Litter. I have selected the Sire and Dam to produce high quality puppies. The criteria are primarily performance based. Your Choice of Puppy from "B" Litter is expected to have the temperament and instincts to make good hunting

dogs as well as home companions. Your Choice of Puppy from "B" Litter should not have any faults that would disqualify it from the show ring, but it was not bred to be a show dog. This litter should be free of faults that interfere with the work they were bred to do. This is a list of the heritable traits which are possibly present in the lines, even if it does not appear in any of the dogs in the pedigree, and the your recourse in the event that they appear. When I refer to the "lines" I am not just referring to the ancestors in the pedigree, but their littermates and progeny. Generally, none of these problems will appear in the pedigree.

Eyes

Dove v Bersteiger has no tear ducts in her left eye. Normally excess tears drain into the nose through tear ducts. Because she doesn't have tear ducts, she has mild weeping of that eye. It has not caused any problems for her, other than cosmetic. However, the vet who diagnosed the problem indicated that there is an increased likelihood of eye infections; however Dove had not had any eye infections. I do not believe this is a major problem. You should know this is possibly a heritable defect. You are accepting this risk and I won't be responsible for any complications in the event Your Choice of Puppy from "B" Litter has no tear ducts in one or both eyes.

I will pay for surgery for badly entropic or ectropic eyes if needed. I may have a vet examine the need for such surgery at my expense.

Mouth

Bite

The AKC standard for the breed specifies a "true scissors bite." Improper chewing such as on a fence or on rocks can cause some bite problems. Moderate bite problems such as butt-bite and cross-bite are not guaranteed. Severely overshot or undershot bites should be identifiable prior to delivery. Your puppy is guaranteed against severe overshot or undershot bites. I will pay for the pup to be spayed or neutered, or may an equitable reduction in the purchase price. If the condition is so severe the puppy has trouble eating or hunting, I will replace the dog upon its return or spay/neuter certificate.

One puppy from the A Litter had a fairly severe overbite. Not the type that would ruin the dog's life or hunting ability.

Extra or Missing Teeth

Dove has an extra P1. It is not uncommon for a dog to have extra or missing teeth. There is no effect on the performance of the dog. One or two of each extra or missing teeth are not guaranteed.

Cleft Palate

A puppy born with a cleft palate will not be sold.

Hips

Hip dysplasia is a crippling condition caused when the socket of the hip is not properly formed relative to the ball of the femur. Over time, the joint destroys itself. The only cures at this time are hip replacement, and hip removal. I believe that the condition is caused by several genes, and therefore more difficult to irradiate from the line. I only breed from animals certified, by the PennHIP, OFA, or another recognized hip certification body to be free from hip dysplasia. Over generations, careful breeding will eliminate hip dysplasia. I strongly recommend an evaluation by PennHIP between Your Choice of Puppy from "B" Litter's first and second birthdays. I am not aware of any cases of hip dysplasia in the lines.

If Your Choice of Puppy from "B" Litter is found to be dysplastic by the PennHIP by 30 months of age you may return the animal or destroy it, at no expense to me, or keep it on proof of spay/neuter, in return

for a credit for the purchase price towards a puppy from a Marshfield Kennel litter of your choice. For purposes of this contract, the certification must be made on x-rays taken before 30 months of age, regardless of how long it takes for PennHIP to return the results.

This time limitation is primarily for the benefit of the dog. Badly dysplastic dogs will show signs of problems long before 30 months. Mild hip problems diagnosed early can be addressed so the dog can live a long and comfortable life.

I require the original PennHIP evaluation before any action is taken as a condition of this guarantee. Please note, I consider both diagnosis by your veterinarian and OFA tests inferior examinations and will not satisfy the requirement for making a claim under this guarantee. If Your Choice of Puppy from "B" Litter is kept, I cannot be held responsible for any costs associated with Your Choice of Puppy from "B" Litter. If it is returned, all registrations must accompany Your Choice of Puppy from "B" Litter and be endorsed to Todd.

Gun-Shyness

A gun-shy German Shorthaired Pointer is useless for its intended purpose. However, gun shyness is usually a combination of genetics and environment. A perfectly sound puppy can be made gun-shy, and a skittish one can become fearless. It's nearly impossible to determine if the condition is genetic or environmental after the fact. Therefore, I will extend a 50% credit of the purchase price of your puppy towards a puppy from a future Marshfield Kennel litter upon receipt of a spay/neuter certificate or return of the dog, at no expense to me. However I must first be given the opportunity at my expense to keep the dog (at my kennel or a trainer's kennel) for a month and try to correct the problem.

Guarantee

Should Your Choice of Puppy from "B" Litter be diagnosed at any time with another genetically derived medical disorder which is considered by a veterinarian of Todd's choice to seriously impact the quality of life, or require continuous medical treatment throughout the course of Your Choice of Puppy from "B" Litter's life, after provision of original (or notarized copies of original) veterinary reports, you may return the animal, at no expense to me, or keep it on proof of spay/neuter, in return for a credit for the purchase price towards a puppy from a Marshfield Kennel litter of your choice.

Limitations of Guarantee

If Your Choice of Puppy from "B" Litter is kept by you, I cannot be held responsible for any costs associated with Your Choice of Puppy from "B" Litter. If it is returned, all registrations must accompany Your Choice of Puppy from "B" Litter and be endorsed to Todd.

I shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases, or disorders.

I in no way guarantee that this puppy shall win or pass in conformation and/or performance events.

This guarantee is null and void if Your Choice of Puppy from "B" Litter has been bred, either intentionally or accidentally. This restriction is not intended to limit breeding of qualified animals. But is intended to make certain you are a responsible breeder. Breeding Your Choice of Puppy from "B" Litter is an indication that you satisfied that Your Choice of Puppy from "B" Litter's genes should be passed on to future generations. This indicates that you have thoroughly examined and believe Your Choice of Puppy from "B" Litter is free of genetic defects, which could negatively impact the health of Your Choice of Puppy from "B" Litter and its offspring.

Abuse

All guarantees and warranties under this contract are null and void if bona fide abuse or neglect is discovered, and no refund will be made. Puppy Client is also not entitled to any credit towards a future puppy.

Spay/Neuter

Puppy Client may keep animal intact, as per AKC show and field trial regulations. Puppy Client may have the animal spayed/neutered by his/her veterinarian, at his/her own expense. I strongly recommend you spay or neuter your dog as this dramatically reduces the likelihood of cancer.

Satisfaction

Puppy Client is completely satisfied and waives any and all claims regarding Your Choice of Puppy from "B" Litter's conformation and outward appearance. (The puppy is of the German Shorthaired Pointer breed standard set forth by the AKC at this age.)

Puppy Client may return Your Choice of Puppy from "B" Litter to Todd for a refund (less deposit) for any reason within 24 hours of purchase, providing Puppy Client agrees to pay all transportation costs to Todd. The deposit would be forfeited and would not be applicable to any future litter.

I will accept the return of this dog at any time Puppy Client declines to keep said dog (for any reason, or no reason at all); however, I am not obligated to refund any or the entire purchase price except as stated above. Endorsed AKC and NAVHDA registrations as well as complete veterinary records must accompany such a return.

If the dog must be sold, I would repurchase the right dog for the right price or introduce you to potential buyers. Any repurchase would be under a separate contract.

Registration

Registration will be supplied to Puppy Client upon receipt from American Kennel Club.

Registries

Your Choice of Puppy from "B" Litter will be dual registered with the American Kennel Club and the North American Versatile Hunting Dogs Association at no expense to you by Todd.

Type

The AKC registration will be limited. I will change this to a full registration, at your request, provided certain standards are met. If you wish to start Field Trialing the dog or Bench Showing, you will need to demonstrate that you are prepared to do so. If you are planning to breed the dog, you will need a qualifying hunt test score (either a passing Utility test, or a Senior Hunter title) and a reasonably sound hip evaluation.

The NAVHDA registration will either be unlimited or limited. NAVHDA is currently instituting a limited registration policy which I am evaluating. Since puppies registered with NAVHDA only are not very marketable, it seems likely that a full NAVHDA registration will be the way to go.

Name

The AKC individual dog registration application states "the person who owns the dog at the time this application is submitted to the American Kennel Club has the right to name it." It is not uncommon for

Litigious Contract Terms

You might want to consider how much conflict is presumed in a contract before you settle on a breeder. Many very good breeders include contract terms that just aren't enforceable. The intent might be good, but the law just isn't on their side. Dogs are chattel (property) under the law. And you can pretty much do anything to something you own. I would rather have a "gentleman's agreement" about some of these terms.

You may transfer ownership and/or possession of this dog without the written consent of the breeder.

If at any time you cannot keep the dog for whatever reason, I will take it back. That's already in the contract. If you plan to give or sell the dog to someone else, I'd like to know about it. I would hope that the dog would wind up in a hunting home, and I'd like to be informed about where the dogs I produce go.

Gentlemen's Agreement

I will contact Todd about working out what's best for Your Choice of Puppy from "B" Litter FIRST if I ever have to get rid of it for any reason.

I will not "repossess" the dog for "abuse"

Most dog sale contracts have a clause stating the breeder has the right to "repossess" the puppy on evidence of abuse. I think these clauses are difficult if not impossible to enforce, and are not included herein. Some people think using crates are abusive; others think using pliers on a dog's ear is OK. If I become aware of actual abuse of Your Choice of Puppy from "B" Litter, I will call the authorities and report it.

Gentlemen's Agreement

I will not abuse or neglect Your Choice of Puppy from "B" Litter.

You don't have to Test in NAVHDA

NAVHDA testing is wonderful. It will provide you with goals and milestones to reach with your dog. I hope I can convince you to participate in NAVHDA testing. Most breeders are chasing breeder's awards. I'd like to have them, but not so badly that I'm going to start phoning clients and threatening lawsuits. If you don't train and test your dog, it will become a family pet and you will be frustrated and disappointed in the fall. If you are looking for a family pet rescue a pound puppy, please do not buy my puppies.

Gentlemen's Agreement

I will test Your Choice of Puppy from "B" Litter in a NAVHDA Natural Ability Test, and will investigate the Utility Test.

You don't have to have the hips x-rayed

I'd like the results to make sure I am improving the breed. Hip evaluation is expensive. Human nature says you will put it off until there is a problem. By then it is too late. That's why my guarantee ceases if you don't get a PennHIP evaluation by 2 ½ years of age. A dog with "tight" hips still runs a remote chance of hip dysplasia. A dog with "loose" hips may never contract arthritis, especially if the dog is properly cared for. Your prerogative is to take the chance that your dog will become lame later in life.

Gentlemen's Agreement

I will have a PennHIP evaluation before .

You have no obligation to me to feed special food, go to the vet twice a year, keep the dog on a leash, maintain a fenced yard and agree to never move or have children, etc.

I expect you to keep your dog reasonably healthy, happy and safe. I recommend high quality dry dog food (specifically Purina ONE or Pro Plan), regular vet visits and the like. Keep them slim and in good shape and you will enjoy them more, they will live longer. Do your best to keep your dog out of traffic, away from poison. Hunting dogs in general and GSP's in particular, are very active, intelligent and mobile dogs. If not properly cared for and contained they will get into the street, or eat almost anything they shouldn't. German Shorthaired Pointers are happiest with people, and I'd like it if you kept the dog in the house.

Gentlemen's Agreement

I will feed a proper diet and see the vet regularly.