

Mountain West Newfoundland's
Puppy Sales Contract



Seller Name: _____

Address: _____

Phone: _____

Buyer Name: _____

Address: _____

Phone: _____

Date of Sale: _____

Date of Delivery: _____

Terms: ()Outright Purchase ()Co-ownership

Registration: ()Full ()Limited

Price: _____

Deposit: _____ Date: _____

Balance paid: _____ Date: _____ (Balance due on delivery)

Description of the Puppy or Dog

Breed: _____

Gender preference: ()Male ()Female

Color: _____

DOB: _____ (Puppies must be 8 weeks or older before delivery)

Litter/Registration Number: _____

Sire: _____

Call Name: _____

AKC#: _____

OFA#: _____

Dam: _____

Call Name: _____

AKC#: _____

OFA#: _____

*** See pedigree attached.

Proposed use of the Puppy or Dog

- () Pet or family companion
- () Performance competitions
- () Conformation events or dog shows
- () Breeding

Seller Agreements

1. This puppy/dog is a purebred Newfoundland. This puppy/dog is of typical temperament and structure and embodies the basic standards of the Newfoundland breed.
2. The pedigree furnished is correct.
3. The puppy/dog is: registered _____ registerable _____ with the AKC.
4. The registered name is/will be _____; or
5. Mountain West Newfoundlands must be used as the first word of the registered name or be used in the name.

6. AKC Registration papers will be filled out after the sale is complete and will be forwarded to the buyer once the AKC returns them.
7. The registration is _____(full or limited)_____. Puppies sold on limited registration may not be shown in AKC conformation shows or bred. NO AKC registration papers will be provided on this puppy/dog until the spay/neuter agreement has been completed. The buyer's understanding and acceptance of this condition are signified here by his/her initials: _____ on _____(date)_____.
8. The purchase price of this puppy/dog will be refunded if the buyer furnishes the seller with a veterinary certificate indicating that the puppy/dog is unwell or unsound and returned within 7 to 10 days from delivery of the veterinary certificate. The Seller will reimburse no veterinary or shipping costs.
9. If the buyer has paid by check, the purchase price will be refunded only if or when the buyer's check has cleared and been credited to the seller's account. Buyer will pay by check or wire transfer and puppy will not be shipped until funds have cleared at our bank. We will not accept credit cards. We use Paypal only for deposits to hold a puppy. To hold a puppy, we require a \$200.00 nonrefundable deposit. Deposits are refundable only if a puppy becomes unavailable.
10. The puppy/dog's sire and dam are both OFA certified as free of hip dysplasia and comes from many generations of puppy/dogs who are also free of hip dysplasia. The puppy/dog is expected to be free of hereditary crippling hip dysplasia. However, no guarantee of such is or can be made, or intended herein.
11. The puppy/dog is healthy at the time of sale and has had immunizations enumerated in the attached health record.

12. If at any time the buyer is unable to keep or care for the puppy/dog, it must be returned to the seller. The puppy/dog may not be transferred or sold by the buyer. The buyer's understanding and acceptance of this condition is signified here by his or her initials: _____ on _____(date)_____.

The seller will endeavor to place any returned puppy/dog as advantageously as possible. If a purchase price is obtained for the puppy/dog, it will be refunded to the original buyer, less any costs of placement. If the puppy/dog is placed free of charge, no money will be returned to the original buyer. No veterinary or other costs of keeping the puppy/dog, or any other costs incurred by the buyer resulting from his/her ownership of the puppy/dog, will be paid by the seller to the original buyer of the puppy/dog under any circumstances.

_____X. **CONGENITAL DEFECTS:** Breeder guarantees the puppy is not affected with Cystinuria. Breeder provides a 24-month guarantee on congenital heart defect OFA-rated severe and/or congenital vision loss due to cataracts OFA-rated severe. Buyer agrees NOT to feed said puppy grain free food or foods containing peas or lamb, as studies show doing so is linked to heart failure. Our guarantee covers existing severe/terminal life-threatening genetic conditions and does not cover mild/moderate which can often be environmental or undetermined nor does it cover any large breed cosmetic condition such as cherry-eye, entropic, or dental. Breeder strictly breeds sound bloodlines which are not prone to these conditions in order to help prevent any minor developments such as dysplasia. Dysplasia can be caused by a combination of genetic, nutritional, and environmental factors. It is not possible to guarantee against all dysplasia. Our 12-month guarantee covering genetic dysplasia does not include any condition of which the puppy has suffered injury, infection, abuse, trauma, or poor care/nutritional issues. Dog must be maintained at a proper weight defined as easily

palpable ribs. All joint issues/claims must have a final OFA diagnosis provided by the puppy Buyer at Buyers cost with an OFA rating of severe (genetic only; accident or environmental dysplasia is excluded and must be ruled out by both Buyer and Breeder's veterinarians, in order for claim to be valid). If such case exists where a puppy is rated genetically severe by 12-months, a replacement puppy only will be provided according to the "Conditions of Replacement" listed below. No cash/money will be given. Buyer is responsible for shipping/transportation costs of replacement puppy and Breeder is responsible for shipping/transportation costs of original puppy being returned. Buyer agrees to follow and abide by all statements outlined in Breeder's guarantee. By not doing so, the breeders guarantee/contract becomes void. While no large breed (regardless of bloodline) is without risk, we have carefully built our breeding program from selective health-tested bloodlines. The use of Nu-Vet Joint Care vitamins is required by Breeder. Ask your vet about Nu-Vet vitamins. For your convenience, our Nu-Vet Special Order Code is #742087. Nu-Vet vitamins can be easily ordered online or by phone at Nu-Vet 1-800-474-7044.

X. Conditions of Sale

Obtaining pet insurance is in the best interest for your puppy. There is no telling what the future holds for you puppy whether it be genetic, nutritional, injury, illness, etc. Pet insurance is the responsibility of Buyer! BUYER is required to take their puppy to a licensed veterinarian to be re-evaluated within 3-working days after taking possession. No replacement will be given for a returned dog that has suffered abuse or neglect. Should it be determined at this re-

evaluation that the puppy is suffering from a serious life-threatening genetic condition clearly attributable to the Breeder, Buyer must notify the Breeder in writing and provide a statement of diagnosis from the Buyer's veterinarian. Breeder's veterinarian must also confirm diagnosis. The puppy must be returned within 48 hours of confirmed diagnosis for a full refund of said puppy only, or a replacement puppy. Buyer agrees to the Breeders terms described in the Congenital Defects and Replacement Puppy sections below. Breeder herein is committed to raising sound, healthy, and loving Newfoundlands. Buyer MUST register their puppy's microchip (provided by breeder) within the first 30-days after obtaining said puppy, not doing so will VOID the Mountain West Newfoundland guarantee and all promises within.

X. CONDITIONS OF REPLACEMENT:

In addition to the veterinarian's statements and OFA ratings provided by Buyer as listed above, replacement conditions are as follows:

The dog must not have whelped or sired a litter after placement with the buyer. The original buyer must own the dog. Full veterinary history of puppy will be provided to the Breeder available through Certified Mail within 7 days of claim. Buyer will also provide open communication between breeder and buyer's vet as well.

Replacement puppy will be of approximate equal quality, not limited to color, at Breeders discretion. Under no circumstances will cash/money be refunded. Replacement puppy will carry no guarantee. Original guarantee is void once original puppy has been replaced. If Buyer chooses to not comply with these conditions, Buyer acknowledges Mountain West Newfoundlands will then be released from any further obligations and claims.

All transportation and/or shipping costs on the replacement puppy are borne by the Buyer. Shipping costs may include, but are not limited to, Veterinary Health Certificates and vaccinations required for interstate travel, crate purchase, and actual shipping costs. The

final decision to replace a puppy and the timing of such a replacement, is at the discretion of the Breeder. Puppy replacements are generally expected to be fulfilled within 12-months of initial life-threatening genetic diagnosis. By not abiding by all conditions in this contract, Buyer agrees any and all further claim or transaction between Buyer and Breeder will no longer be valid.

_____X. **PUPPY HEALTH GUARANTEE:** This contract covers the first 24-months of the life of said puppy. Breeder guarantees to the best of their knowledge that the puppy is in good health at the time of sale and will provide health records including appropriate vaccinations, worming, and health care until Buyer takes possession of the puppy. Buyer agrees to maintain the dog in good health at all times with exercise appropriate for this breed, food & water, current vaccinations including Rabies vaccinations given at an appropriate age (4-months), deworming, shelter, and all other needs the dog may require for a healthy environment. Buyer is responsible for all expenses incurred after the purchase of said Newfoundland including but not limited to shipping costs, all veterinary fees, food & supplies. Newfoundlands under 2 years of age must not be using stairs or other vigorous activities such as jumping, extended play, long walks, loading/unloading from a vehicle, etc. Such activities could damage growing joints. This Health Guarantee is not transferable and to apply said Newfoundland puppy must be owned by original Buyer only. While no large canine breed carries a bloodline without risk, we have built our breeding program from carefully selected bloodlines.

Buyer professionally and willfully agrees to resolve any issues with puppy and all transactions involving the said puppy with the breeder personally (with no type of online bashing of breeder) whether contract is in effect or null/void. Buyer agrees all correspondence between buyer and breeder to be limited only to the privacy and discretion of breeder and carried out in a peaceable manner. Any

rudeness, defamation, or bullying of character will void this contract and can result in legal proceedings.

13. The seller in no way guarantees that this puppy/dog shall win in conformation and/or performance events.

14. The seller agrees to provide advice and information on showing and grooming to the best of his/her ability, to help the buyer of a show or performance potential puppy/dog to present the canine to its best potential.

15. If the seller determines, by any means, that the puppy/dog is not suitably cared for, or that it has been mentally or physically mistreated, the seller has the right to take full possession of the dog, and its duly signed AKC transfer papers/registration, without compensation.

The seller's opinion is the only authority required to justify this action. Testimony of other people will not supersede the seller's judgment on this matter. Under such circumstances, all warranties are then VOID.

No other warranties or guarantees, expressed or implied, are made under this contract except as stated above.

Signed by the seller: _____

Date: _____

Buyer Agreements

The buyer agrees that if at any time, and for any reason, he/she is unable to keep or properly care for the puppy/dog, it shall be returned to the seller and no one else. The buyer's understanding and acceptance of this condition is signified here by his/her initials: _____ on _____ (date)_____.

1. The buyer agrees to maintain the puppy/dog's health with yearly vaccinations as specified by their veterinarian.
2. The buyer agrees to feed NuVet vitamins to the puppy/dog as recommended by NuVet for at least 24 months. Choosing not to use NuVet vitamins for this two year period of development will result in this contract becoming null and void.
3. Should the puppy/dog become ill or unsound, any and all costs of treatment will be the responsibility of the buyer.
4. The buyer agrees to keep the puppy/dog in an appropriate lean weight to maximize the puppy/dog's soundness and longevity.
5. The buyer agrees to feed only those puppy/dog foods acceptable to the seller, and in particular, agrees not at any time to feed the puppy/dog a "raw," BARF, vegetable, or home-cooked diet. **AVOID FEEDING** grain-free food or foods containing peas or lamb, as studies show doing so is linked to heart failure.
6. The buyer agrees to contact the seller about any changes to the puppy/dog's diet and to abide by the seller's decision regarding any change in food. The buyer's acceptance of this condition is signified here by his/her initials: _____ on ___(date)____.
7. The buyer agrees to socialize, train, and keep the puppy/dog in a manner acceptable to the seller.
8. If at any time, the seller finds that the puppy/dog is being kept, treated, or allowed to behave in a manner not acceptable to him/her, the buyer agrees to surrender the puppy/dog to the seller. It shall include all of its registration documents, with ownership transfer adequately signed.

9. The buyer agrees to allow the seller access to the puppy/dog, and to the premises where it is kept, to evaluate the condition therein.
10. The buyer agrees not to sue the seller and to pay any and all court or attorney fees incurred by the seller should any suit be brought against the seller regarding this puppy/dog by any person. The buyer signifies acceptance of this condition by initialing here:
_____ on ____ (date)_____.
11. The buyer acknowledges that special coat care, conditioning, training, and feeding are necessary to produce a competitive Newfoundland in conformation and performance events and that this care and training is his/her responsibility.
12. The buyer agrees that the Seller should approve any dog or female dog being bred to this Newfoundland. All breeding must be done by contract, and any female dog bred to this Newfoundland must have OFA hip certification of good or better, and any other health clearances requested by the seller or typical for the breed.
13. No female should be bred to this male Newfoundland except by artificial insemination unless the seller approves pre-breeding medical workup results for the female to be bred.
14. The buyer agrees to consult with the seller over any and all matters dealing with the reproductive system of the female Newfoundland. This female may not be spayed, even for medical reasons, before consulting a suitable canine reproductive veterinarian.

Special agreements pertaining to the purchase of this puppy/dog are listed below:

- Neutering: _____
- Showing: _____
- Other: _____

Signed by the buyer: _____ on
_____ (date)_____.

1. Witnessed by:

_____ on this date
of _____ at _____.

Address:

Phone: _____

2. Witnessed by:

_____ on this date
of _____ at _____.

Address:

Phone: _____
