

Copley Brittanys Puppy Contract

Date:

Buyer:

Seller: Copley Brittanys - AKC Breeder of Merit, Robin Tomasi, 8958 Newcastle Dr, Middleton, ID 83644, 208-830-3400, robintomasi@gmail.com, www.copleybrittanys.com

The above noted buyer agrees to pay \$1250 for the purchase of a Male/Female Brittany puppy which is a product of a breeding between:

Sire:

Dam:

Which was whelped on:

This puppy is covered by the following guarantees, which are offered by Copley Brittanys:

1. Every effort has been made to assure that the puppy you have received is healthy at the time of purchase. A health record has been provided. There is a general health guarantee for the puppy for a period of fourteen (14) days. It is recommended that Buyer take puppy to a licensed veterinarian of their choice within this fourteen-day period to determine that the puppy is indeed healthy to their satisfaction. In the event your puppy does not pass the initial examination, or if the puppy is diagnosed as having any illness, you must contact Copley Brittanys immediately. We will not be responsible for any veterinary bills that are not pre-approved.
2. The purchase price of the puppy will include AKC Registration and microchip registration. The puppy will also be eligible for Registration with the Field Dog Stud Book (American Field Registry) and UKC (United Kennel Club), at the buyer's expense (Copley Brittanys will provide you with the paperwork). This litter has also been nominated for the American Brittany Club Futurity program. The use of the Copley as the first 6 letters of the AKC name is required. The owner has the option of changing the AKC name set by Copley Brittanys, but COPLEY must remain as the first 6 letters of the AKC name.
3. The puppy is covered by a thirty-six (36) month Hip Dysplasia guarantee provided the following instructions and conditions are met:
 - a. At an age acceptable to the Orthopedic Foundation for Animals (OFA), but not after thirty-six (36) months of age, the dog shall be x-rayed and those x-rays & application sent to the OFA for evaluation and certification. A copy of the certification and/or final evaluation should be provided to Copley Brittanys upon receipt of the results. The Buyers shall pay all costs incurred for x-raying and certification of the above named puppy.
 - b. Should the puppy show evidence of Hip Dysplasia by OFA, the Buyer may exercise the following options:
 - i. A mutually agreeable replacement puppy will be provided to the Buyers at the time proof of spay or neuter is provided.
 - ii. If the Buyer does not want a replacement puppy, Copley Brittanys agrees to two-thirds of the original purchase price upon receipt of proof of the spay or neuter of the dysplastic puppy.
 - iii. Copley Brittanys will also take back said puppy if the owner opts not to keep the dog due to a non-passing OFA exam.
 - iv. This guarantee also applies to OFA Elbow Certifications
 - v. Breeding the dog prior to OFA Certifications voids this guarantee

4. If the puppy is diagnosed as genetic disease buyers may exercises one of the following options:
 - a. A mutually agreeable replacement puppy will be provided to the Buyers at the time proof of spay or neuter is provided.
 - b. If the Buyer does not want a replacement puppy, Copley Brittanys agrees to refund one-half of the original purchase price upon receipt of proof of the spay or neuter of the said puppy.
 - c. If the dog is diagnosed with epilepsy the buyer has the option of a full refund of their purchase price or replacement puppy.

Such determination of genetic disease is left to the mutual agreement of the Buyers' & Sellers' veterinarians. In the case of a disagreement, a mutually agreed on third opinion will be sought.

5. Copley Brittanys retains the right of "First Option Back" should the puppy be sold or transferred at anytime. The First Option Back as mentioned means that should the Buyers decide to sell or transfer the puppy or its ownership documents, then the Seller (Copley Brittanys) has the first option to obtain full ownership back. The Buyers must contact the Seller (Copley Brittanys), and allow twenty-one (21) days after notification for the Sellers (Copley Brittanys) to exercise their option before any other "new" buyers may be considered. If the seller violates this policy, they are subject to a \$1000 penalty payable to Copley Brittanys. This is to ensure any dog who does not work out at their home does not get transferred to rescue, and the new owners establish contact with Copley Brittanys.

Buyer's Responsibility

The buyer agrees to take good care of this dog, feed and house properly, maintain them up to date on shots. The dog's outdoor area shall be safe and secure for the dog and everyone else. If the dog is found to be allowed to run freely and hence creating a public nuisance or found to be neglected, abused or allowed to live in poor health or conditions the Seller has all rights to repossession of this dog with no refund to Buyer. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the Buyer to any compensation from the Seller.

While this puppy comes from "dual" quality lines, no guaranties can be made as to the animal's ability to attain this competitive level. This dog is not to be used in any illegal or immoral activities and absolutely not to be used for any type of puppy mill, dog farm or any other mass-producing operation.

If the buyer chooses to breed the puppy, it will be done with the understanding that the animal will not be bred until it reaches the age of two (2) years old and that proper OFA x-rays have been obtained with a passing certification of fair or better. It is also understood the sire/dam chosen for this breeding will also have a passing OFA certification. It is suggested that the buyer will contact Copley Brittanys for recommendations on a breeding which would produce quality Brittany puppies. We encourage dogs to be spayed and neutered, but waiting until after their growth plates have closed. Early spaying and neutering can cause joint problems later in life.

Failure to follow the buyer's responsibilities will render this health contract null and void.

We have read and agree to the terms of these guarantees:

Buyer: _____ Date: _____

Seller: _____ Date: _____