

ECHO HOUNDS IRISH WOLFHOUNDS

75 James Place

Orchard Park, NY 14127

Tel: 716-667-2674 Email: carinraine@yahoo.com

Irish Wolfhound Puppy Sales Contract

This Agreement is made this ___ day of _____ 2009 between the breeder, Carin Jordan of Echo Hounds Irish Wolfhounds, whose address is 75 James Place, Orchard Park, NY 14127 ("Seller") and _____ whose address is: _____ tel: # _____ ("Buyer"). Seller and Buyer are collectively known as the "Parties" to this agreement.

I. Sale/Purchase:

This Agreement pertains to the sale and purchase of one Irish Wolfhound puppy ("IW") of the Following description from and to the Parties set forth above.

AKC Litter#

Sex:

Sire:

Date of Birth:

Color:

Dam:

Limited Registration: Yes(X)No()

II. Terms of Sale:

1. The buyer agrees to pay the purchase price of seventeen hundred (\$1700.) dollars for the IW in cash money, certified draft, or any other method of payment acceptable to the seller.
2. The buyer agrees to pay a five hundred (\$500.) dollar nonrefundable deposit to secure the purchase of said IW. Seller will not hold a puppy for a prospective buyer until said deposit is received.
3. The Buyer agrees to make full payment of the purchase price of the IW no later than one week prior to taking ownership of the IW.
4. The Buyer agrees to pay all transportation costs, including crate, shipping, and any veterinary document/certificate fees no later than one week prior to delivery.
5. The Buyer agrees that no liabilities will accrue to the Seller once the IW leaves Seller's possession and premises.
6. The Buyer understands that there are no cash refunds under this agreement.
7. The Seller shall provide the Buyer with the IW's American Kennel Club ("AKC") registration papers and a five generation pedigree no later than two weeks following delivery of the IW.
8. Parties understand that there is no guarantee the IW will be considered appropriate for showing. Determination of that is less than a precise science and each puppy must be reassessed as it matures through its different stages.
9. Nonetheless, the Seller will make every effort to match the criteria of the Buyer, but cannot foresee exactly how the IW will develop.
10. Buyer must be aware that environment, nutrition and exercise play a significant role in the quality of an adult dog.
11. Buyer states his veterinary reference is Dr. _____

Address: _____

Phone#: _____

Echo Hounds Irish Wolfhounds
Irish Wolfhound Puppy Sales Contract (Page 2)

III. Health Guarantee and Warranties: The Seller warrants:

1. The IW is in good health at the time the puppy leaves the possession of the Seller and that the IW has had the following shots on the dates indicated below:

_____ Date: _____
2. The IW has been wormed by the following brand wormer on the dates indicated:
_____ Dates: 2 weeks, 3 weeks, 5 weeks, 7 weeks
3. IW is sold with a limited five (5) day health guarantee and the IW should be checked immediately by a qualified veterinarian of the Buyer's choice. If the IW is found to be ill, the Buyer shall notify the Seller within 24 hours and provide written statement from the attending veterinarian detailing the medical findings to the IW's condition. Seller reserves the right to have the dog re-examined by Seller's veterinarian of choice. In case of a difference of opinion, the seller's veterinarian's opinion will prevail. Any condition that is minor, correctable or a breed-related minor condition is not covered and any condition that could go away or is considered to be a condition that an IW will likely grow out of or a condition caused while in the buyer's possession is not covered. If the IW is then found not to be in good health, Seller will resume possession of the IW if this is agreeable to both parties and the Seller will provide the Buyer with a replacement IW of the same or similar quality as soon as convenient to the Seller and following the return of the ill IW along with all papers returning ownership to the Seller. Any transportation costs will be shared 50/50.
4. The Seller does not accept responsibility for any contagious disease diagnosed after (5) days from the date of leaving Seller's possession.
5. The IW is sold with a one year warranty that is free of severe incapacitating genetic or hereditary defects. Should any such defect arise within this time period, the buyer's veterinarian must provide a written report of such genetic defects to the Seller and the Seller's veterinarian of choice. If the Buyer's and Seller's veterinarian agree that the genetic illness is shown to originate with the Seller, the Seller will provide the Buyer with a replacement IW of the same or similar quality as soon as convenient for the Seller. In case of a difference of opinion between buyer's and seller's veterinarian, the seller's veterinarian's opinion will prevail. It is not necessary to return the defective dog to the seller before a replacement dog is transferred. Any transportation costs that arise will be shared by the Parties on a 50/50 basis.
6. The Seller does not extend any other health guarantee or warranty except in the case as set forth above. This warranty does not extend to muscular/skeletal problems brought on by environmental factors such as injury caused by accident, improper exercise or improper diet. These factors will be determined by buyers and sellers veterinarian. In case of a difference of opinion, the seller's veterinarian's opinion will prevail. Any indication that buyer has allowed improper activity including but not restricted to climbing stairs, exposing the wolfhound puppy to being broad sided by another animal or pet, allowing the IW to play in deep snow or sand or feeding a diet not acceptable for correct wolfhound growth will negate all warranties.

Buyer Warranties:

1. Buyer agrees that the IW is to be kept as a house pet only and is never to be left penned, crated, kenneled, garaged or tied and tethered. When the buyer is home, the IW is to be allowed to be at his owners side and in the home as a beloved member of the family. The IW will spend night time considered "bedtime" inside the home. Buyer shall

Echo Hounds Irish Wolfhounds
Irish Wolfhound Puppy Sales Contract (Page 3)

Buyer Warranties continued:

- provide the IW with humane care and maintain it in accordance with all current and future state, county and municipal law and ordinances where the Buyer maintains residence.
2. The buyer shall provide the IW with adequate and nutritional food, fresh water at all times, shelter, affection, love and medical care, including all necessary shots and medication recommended by a qualified veterinarian. The buyer agrees to provide the IW with all proper veterinary care upon sickness, disease, or injury and shall take the IW to a veterinarian at least once a year for an annual health examination and routine vaccinations.
 3. Buyer shall not feed kibble or puppy chow above 26% protein. Puppy chow is not to be fed after 6mo. of age.
 4. Buyer agrees that they will never allow their hound to ride in the bed of a pick up truck. Buyer understands that this is cause for the seller to reclaim the dog with no further questions and no refund.
 5. The Buyer shall, if possible, provide a fully fenced yard for the IW and other humane means of exercise and shall not keep the IW constantly confined or constantly outdoors.
 6. Buyer accepts responsibility for maintaining and filing the AKC registration paper of the IW, once the AKC form has been provided by the Seller.
 7. IF for any reason, the Buyer cannot keep the IW, the buyer shall notify the Seller immediately. The IW shall not be sold, transferred or given to any rescue organization, individual or entity for the purpose of sale, resale, nor the public or any research institution where medical experimentation or other practices take place.
 8. Should Buyer wish to place the IW in another home, Buyer must contact the Seller and allow the Seller the first option of taking the IW back and no monies will be due.
 9. The Buyer shall allow the Seller the opportunity to assist in finding a suitable home for the IW should the buyer no longer be able or willing to provide a proper environment.
 10. The buyer shall contact the Seller for approval of any prospective new owner and inform the Seller of the new name and address of any prospective new owner.
 11. Buyer grants Seller the right to follow up at any time including visitation to verify that these conditions are being met with in regard to the total care of the IW.
 12. Buyer agrees not to neuter this dog until approved by Seller. Seller will decide by the time the dog is 2 years old whether they wish to take advantage of the mutually agreed "breed back" right retained by the seller to this dog for females that they currently have.
 13. If the Buyer fails to maintain the proper care and attention or if the IW is found to be allowed to run at large or found to be neglected, abused or allowed to live in poor health or poor conditions, the buyer grants the Seller forever the right of repossession to take said IW back immediately, with no monies and no further explanations required by either party.
 14. Buyer agrees to register the dog as ".....of Echo" on any dog purchased for show or approved for breeding. Any IW sold as a Show or Breeding dog shall also be registered with the Seller as Co-Owners. Co-ownership shall not extend beyond the official registration. However, all breeding must be approved by Seller as Co-owner but not other restrictions or responsibility of or by Seller shall exist.

Spaying – Neutering:

SPAYING/NEUTERING shall NOT be done BEFORE 24 months from the birth of the IW UNLESS approved by the seller. DO NOT LET YOUR VET TALK YOU INTO SURGERY PRIOR TO THIS!!!!

Echo Hounds Irish Wolfhounds
Irish Wolfhound Puppy Sales Contract (Page 4)
Limited/Unlimited Registration:

If this IW is sold under this Agreement with limited registration and if the dog is to be spayed or neutered, AKC registration forms will be kept by the Seller until such time the Buyer provides proof that this has been done. Such surgery must be done after two years from the birth of the IW. Limited registration may be revoked at any time at the Seller's discretion. Regardless, in the interests of protecting the Irish Wolfhound breed, the Buyer agrees that under no circumstances will a female IW purchased by the Buyer herein be bred until after her second birthday. In addition, if Buyer wishes to breed this female/male, the buyer must consult with the seller to affirm that the female/male is suitable for breeding and must allow the seller to assist in the selecting of a suitable mate who meets standards of healthy lineage, type and temperament. Buyer must present to the seller research on generational health, longevity, as well as photos, pedigrees and stud dog/bitch breeder information and obtain Seller's written permission to breed. Failure to adhere to any part of this provision will result in breach of contract and all available remedies of repossession under this agreement will be open to the Seller to reclaim this IW. The Buyer will incur transportation and any veterinary costs as a result of this breach.

Miscellaneous:

1. Disclaimer The warranty set forth in this Agreement is the sole warranty and is given in lieu of any and all other warranties, expressed or implied, including warranties of merchantability and/or fitness for a particular purpose. The Buyer's sole remedy is under the warranty provision of this Agreement and the Seller disclaims and will not be liable for any other damages, including consequential damages, property damage, emotional distress, loss of use, business interruption or veterinary fees unless specifically set forth herein.
2. Contact The Parties agree to keep each other informed of their current mailing and physical addresses, phone numbers and e-mail addresses. Buyer agrees to apprise the seller no less than once a year how their IW is doing and Buyer will keep seller apprised of any health concerns.
3. Entire Agreement This Agreement sets forth the entire agreement between the parties and any inconsistent oral terms have no effect on this agreement.
4. Disputes Any and all disputes to this Agreement must be settled in the State of New York.
5. Amendments Any changes to this agreement must be in writing and signed by both parties.
6. Instrument of Recourse In the event of Buyer's death or catastrophic illness or obvious abuse of IW by Buyer, Buyer's family or Buyer's Agent, this Agreement becomes the instrument by which the Seller may, if necessary, reclaim this IW and related documents and by which Seller may institute proceedings for damages, reasonable attorneys fees, transportation costs, etc., due to harm done to this IW, this Breeder, this Kennel and/or the Irish Wolfhound breed, in general, including accidental breeding of IW of limited registration as breach of contract.

The undersigned Parties hereby acknowledge having read the terms of this Agreement and of hereby agree to each of the provisions set forth herein on the date first above written.

SELLER(S):
Echo Hounds Irish Wolfhounds

BY: _____
Carin Jordan

BUYER(S):

BY: _____
Signature

Signature