

EUREKA WHEATENS

Agreement & Conditions of Sale
Companion Wheaten Terrier

Transfer Date: July 4 , 2000
Purchase Price: \$2000
Seller/Breeder: Doug Mylcraine
Address:
San Francisco, CA
Phone: 415.255.8250
email: doug@eurekadog.com

Buyer:
Address:

Phone:
email:

Date of Birth: October 12, 2000
Place of Birth: California, USA
Bred by: Doug Mylcraine,

AKC Reg. Name: Eureka

AKC #:

Sex: Female

Call Name:

Sire: Am/Can CH Eureka Tanner Trail
RN01662302 *Tanner*

Dam: Ch Eureka Whata Mom
RN0069602 *Mom*

1. **DISPOSITION.** This dog is not to be sold, given away or destroyed. Should Buyer at any time be unable or unwilling to keep this dog, **Buyer will contact Seller** and either, return the dog to Seller with signed registration papers or transfer the dog to a new owner who has been approved by Seller. Such approval will not be unreasonably withheld on condition that the new owner agrees in writing to be bound by the provisions of this Agreement and can provide an acceptable home for the dog in the opinion of the Breeder/Seller. Buyer additionally agrees to transfer the ownership of the dog without payment by the new owner or refund by the Seller.

2. **AKC REGISTRATION.** This dog is purebred and eligible for registration with the American Kennel Club, Inc. The pedigree is correct and provided at time of sale. This dog shall be registered with the AKC with a limited registration. Limited registration means that no offspring of this dog can be registered with the AKC and that the dog cannot participate in AKC conformation events. A limited registration can be reversed only with the signatures of the breeder.

3. **HEALTH.** This dog is in good health and free from illness, defects and hereditary crippling conditions at time of sale. Buyer may return this dog, in the same condition as the time of sale, to seller for refund of purchase price within 5 days. If a licensed veterinarian diagnoses a hereditary crippling condition after 5 days and before the dog reaches 24 months of age, the dog will be examined by Seller's veterinarian. In the case of hips, only Orthopedic Foundation for Animals (OFA) reports are accepted as proof of ailment, and in the case of eyes, a report must be from a board certified veterinary ophthalmologist. If Seller's veterinarian agrees that the crippling condition exists and is hereditary and if Seller was notified before the dog reached 24 months of age, Seller will, at Seller's option and discretion, replace the dog with a dog of equal value or return the purchase price of the dog. At no time will the Seller's liability exceed the purchase price of the dog. Seller recommends Buyer follow the SCWTCA Health Committee recommendations regarding annual health screening of this dog. Buyer agrees to allow and assist Seller in screening the dog at a licensed veterinarian of Seller's choice, should Seller choose to screen the dog at Seller's expense. Buyer and Seller agree to share all health records with each other. Buyer agrees to become a member of the SCWT Open Registry. **Buyer agrees to notify Seller should any unusual health problems occur at any time and upon the death of this dog.** Buyer is responsible for providing a safe environment and conscientious care for this dog, including regular veterinary supervision.

4. **EXHIBITION.** This dog is NOT eligible to be exhibited at AKC point shows in conformation, unless otherwise mutually agreed upon by Seller and Buyer.

5. **SPAY/NEUTER.** This dog will be spayed/neutered at Buyer's expense before the dog reaches 12 months of age.

6. **BREEDING.** THIS DOG WILL NOT BE BRED UNDER ANY CIRCUMSTANCES. It is expressly understood that no litter nor any individual puppies whelped or sired by this dog shall be eligible for registration with the AKC. Seller shall be under no obligation to sign any registration forms. Buyer agrees that his interest is in the well-being of this dog and he will not use the dog in a breeding program

7. **OBEDIENCE CLASS.** It is agreed that this dog shall be taken through a formalized series of Puppy Obedience classes at Buyer's expense.

8. **ETHICS.** Seller is a member of the Soft Coated Wheaten Terrier Club of Northern California and the Soft Coated Wheaten Terrier Club of America and is bound by their current Codes of Ethics incorporated by reference in this Agreement. Copies of the Codes have been given to Buyer, who also agrees to follow the guidelines of the Codes, and to comply with the requirements and standards of the American Kennel Club, Inc. Buyer and Seller are regarded as understanding and acting in the best interest of the breed and in an honorable and forthright manner. This Agreement does not constitute endorsement by the club of breeding stock, Seller or Breeder, and no representation of the same should be made to the Buyer.

9. **GENERAL.** THIS IS A BINDING AGREEMENT. FAILURE BY EITHER PARTY TO ENFORCE ANY PROVISION SHALL NOT CONSTITUTE A WAIVER OF FUTURE ENFORCEMENT. No other warranties or guarantees, expressed or implied, are made under this Agreement except as stated herein. The Buyer and Seller agree that this agreement is binding on both Buyer and Seller and their heirs and agents unless either party is released in writing from the requirements of the Agreement. Any deletions to this Agreement shall be struck out and initialed by both parties.

Buyer: _____ Date: _____

Seller: _____ Date: _____

Buyer: _____ Date: _____