

# Wind River's Kennel

## Koeberlein's Hunting Preserve

Debbi Koeberlein  
274 County Road 1400 East  
Tolono, Illinois 61880  
(217) 867-2310

### **CONTRACT**

#### Purchaser Information:

_____			_____
Name			Contact Date
_____			
Address	State	Zip	Phone

#### Dog Information:

_____	_____	_____
Sex	Color/Markings	AKC Registration No.
<u>\$1000.00</u>	_____	<u>German Shorthaired Pointer</u>
Purchase Price	Pickup Location	Breed
_____	<u>Wind River's</u>	_____
Date of Birth	Registered Name	
_____	_____	_____
Sire's Name		Sire's AKC Registration No.
_____	_____	_____
Dam's Name		Dam's AKC Registration No.

**Purpose.** The purpose of this contract is to outline the guarantees, conditions and requirements of both Purchaser and Breeder with regard to the purchase of a purebred dog from Wind River's Kennel. This Agreement is made to protect the respective interests of Breeder and Purchaser, as well as the good of the German Shorthaired Pointer breed.

#### **ITEM 1 – Breeder Guarantees.**

A. Breeder guarantees the above mentioned dog to be in good health and sound temperament at the time of sale. Purchaser may, at their option and expense, have said dog checked for health defects by a veterinarian licensed to practice in the State of Illinois or the State of Purchaser's principal residence within three weeks of the date of this contract. If dog is found to be in unsatisfactory health at that time, the Breeder shall, at Purchaser's option:

- i. Replace the dog with the next available like prospect or mutually agreeable animal, provided that the living dog subject to this Agreement and all registration papers are returned to Breeder; or
- ii. Refund 100% of the purchase price, provided that the living dog subject to this Agreement and all registration papers are returned to Breeder.

In order for Purchaser to exercise either option, the dog's unsatisfactory health must have been caused by a condition not under the control of Purchaser, must not have developed from Purchaser's care of the animal, and the dog must not have been used for breeding purposes.

B. The dog is guaranteed to be free of genetic/hereditary crippling or disabling defects by 36 months of age. Determination of what constitutes a genetic/hereditary defect is to be made by a veterinarian of Breeder's choice. Costs of the genetic/hereditary evaluation are the responsibility of the Purchaser. If dog is found to be in unsatisfactory genetic condition, Breeder shall, at Purchaser's option:

- i. Replace the dog with the next available like prospect or mutually agreeable animal, provided that the living dog subject to this Agreement and all registration papers are returned to Breeder within 60 days of discovery of said defect; or
- ii. Refund 100% of the purchase price, provided that the living dog subject to this Agreement and all registration papers are returned to Breeder within 60 days of discovery of said defect; or
- iii. If Purchaser elects to keep the dog *with Breeder's approval*, Breeder shall refund \$100.00 of the purchase price upon Purchaser's providing to Breeder proof of spaying or neutering. This option may not be elected without Breeder's approval.

C. Breeder guarantees that the dog is purebred. Pedigree is correct and given at time of sale, or Breeder has or shall direct Purchaser to location where pedigree information may be obtained. The dog is able to be registered with the AKC, and all necessary forms are given at time of sale unless withheld for reasons listed below. If forms are withheld, Breeder will estimate when forms may be available and Purchaser expressly consents to such withholding.

Withholding of forms shall not constitute a breach of contract in the absence of a showing of bad faith on part of Breeder.

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Withholding Reasons

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Estimated Date

## **ITEM 2 – Purchaser Requirements**

A. Purchaser must provide for the dog annual veterinary check-ups, including heartworm check. Purchaser must also keep all immunizations current according to AVMA guidelines; properly administer heartworm preventatives; provide adequate housing according to state law; and confine the dog in a home, a fenced yard or kennel run. The dog must not be kept on a chain or stake-out for any period in excess of two hours, except during instances of training, performance events, or other time when the dog is away from the normal home, fenced yard or kennel run and no other means of confinement are readily available.

B. If Purchaser finds himself/herself unable to keep the dog, he or she agrees to contact the Breeder first, and either:

- i. Return the dog to the Breeder. The cost of transportation will be the responsibility of the Purchaser. Upon receipt of the dog, the Breeder will endeavor to find a new home for the dog. Any money received for the dog by the Breeder will be returned to the Purchaser, less the expenses incurred by the Breeder in recovering and placing the dog; or
- ii. Transfer the dog to a new owner who has been approved by the Breeder. Such approval will not be unreasonably withheld, but will be conditioned that the new owner agrees in writing to be bound by the provisions of this contract.

C. At the age of 24 months, and no later than 36 months, Purchaser agrees to have the dog x-rayed for hip dysplasia. The x-ray must be sent into the Orthopedic Foundation for Animals (OFA) for evaluation. In the event the dog attains a hip dysplasia rating of "Fair," "Borderline," "Mild," "Moderate," or "Severe," the Breeder will temporarily retake possession of the dog and have it x-rayed by a veterinarian of Breeder's choice. This must be witnessed by Purchaser or another party of Purchaser's choice. If, after the second x-ray, the final conclusion is that the dog does have hip dysplasia in any grade listed above (except "Fair," which connotes no actual dysplasia), Breeder will replace or refund according to the conditions in ITEM 1, Paragraph B of this contract.

D. Purchaser shall not breed the dog, nor allow the dog to be bred, unless Purchaser has first obtained a CHIC Number from The Canine Health Information Center. Obtaining a CHIC Number requires medical clearance for (1) congenital heart disease by OFA; (2) hip dysplasia by OFA or PennHip; (3) eye disease by CERF annually until age 6, then bi-annually; and (4) cone degeneration DNA test.

E. If Purchaser attains all necessary medical clearances to obtain a CHIC Number, Purchaser may breed the dog only to another dog that has also obtained a CHIC Number.

F. Purchaser shall not breed the dog until it has reached the minimum age of 24 months.

G. Purchaser shall not breed the dog to any dog that is not registered with the AKC. If Purchaser wishes to breed to a dog registered with the UKC or CKC, written Breeder approval as to the specific dog is required.

H. Purchaser shall not breed the dog to any dog other than a purebred of the same breed that has a sound temperament, is free of any major faults, free of disqualifying faults, and free of genetic/hereditary defects.

I. Purchaser agrees to not knowingly sell or dispose of any offspring of the dog to wholesalers, pet shops, or dog dealers.

J. Purchaser agrees to have "Wind River's" at the beginning of the dog's registered name. This paragraph shall apply to all dog registries.

K. Purchaser may contact Breeder in the event that Purchaser wishes to have any part of ITEM 2, Paragraphs D, E, F, G or J waived. Breeder may make such waiver at Breeder's sole option and upon Purchaser's explanation of need. Such waiver must be specific as to what requirement or requirements of Purchaser are being waived, be made in writing, be signed by Breeder, and be in Purchaser's possession in order to be effective. No other form of waiver shall be sufficient, and any violation without effective waiver of Breeder shall be deemed a breach of contract.

### **ITEM 3 – Mutual Agreements**

A. Breeder is willing to give advice to Purchaser in any matter concerning the well being of the dog.

B. Breeder is willing to give advice to Purchaser in any matter related to breeding the dog or whelping a litter of the dog's offspring once all requirements for breeding have been met.

C. Breeder is willing to give advice to Purchaser regarding basic house training and up to advanced field training. Breeder may also provide some training at Koeberlein's Hunting Preserve at Breeder's regular rates as a professional trainer. See (<http://www.windrivers-gsp.com>).

D. For Breeder's recordkeeping, Purchaser shall make good faith attempts to keep Breeder informed as to the dog's health and performance status.

E. Under no circumstances shall a failure of Breeder or Purchaser to adhere to the Mutual Agreements outlined in this ITEM 3 be considered a breach of this contract.

#### **ITEM 4 – Specific Remedies Upon Breach**

For any breach of contract on part of Purchaser, Breeder shall have the following specific remedies against Purchaser in addition to any available remedies at law:

A. Breeder may retake physical possession of the dog and all incidences of ownership, including but not limited to all registration papers, performance documentation, and ownership of world wide web accounts related to registration and performance.

B. Breeder may collect a monetary penalty for loss of reputation and defamation in the amount of \$1,000.00 per contract violation.

C. In the event of breeding violations, specifically violations of ITEM 2, Paragraphs D, E, F, G, H and I, Breeder may collect a penalty of \$1,000.00 per offspring produced from the dog, or the gross revenue obtained by Purchaser as a result of such breeding violation, including but not limited to stud fees and proceeds of sale of offspring, whichever is greater.

D. Breeder may exercise the specific remedy as described in Paragraph A hereinabove for the sole purpose of having the dog spayed or neutered.

E. In any event whereby Breeder elects to retake physical possession or ownership of the dog, Purchaser shall be responsible for the immediate turnover of the dog and the turnover of all incidences of ownership upon 30 days notice.

F. Purchaser shall pay Breeder's reasonable attorney's fees accrued as a result of any breach of contract.

For any breach of contract on part of Breeder, Purchaser shall have the following specific remedies against Breeder:

A. Purchaser may collect an entire refund of the purchase price originally paid for the dog.

B. Purchaser may return the dog to Breeder, placing the sole responsibility of the dog's care and welfare upon Breeder, including subsequent medical expenditures accrued *after* the dog has been replaced into Breeder's sole care.

C. Purchaser acknowledges that these specific remedies afforded to Purchaser against Breeder constitute the only equitable remedies, and hereby waives all other future contemplated remedies. Purchaser may only recover reasonable attorney's fees actually expended as a result of Breeder's non-compliance with any of the specific remedies afforded to Purchaser and upon a court's determination of actual breach.

#### **ITEM 5 – Definitions**

A. Throughout this PURCHASE CONTRACT, several terms are utilized on a regular basis which may need to be specifically defined in order to absolve any ambiguity. These definitions are as follows:

1. Breeder. Debbi Koeberlein, d/b/a Wind River's Kennel
2. Purchaser. Person or persons subject as a primary party to this Agreement, more specifically defined above.
3. Dog. Any animal of the species *Canis domesticus*, regardless of gender. The dog subject of this Agreement is also more specifically defined above.
4. Genetic. Of, relating to, caused by, or controlled by genes.
5. Hereditary. Genetically transmitted or transmittable from parent to offspring.
6. Spaying or Neutering. Surgical alteration of an animal so as to permanently disallow reproduction.
7. OFA. Orthopedic Foundation for Animals. Organization committed to canine health. (<http://www.offa.org>)

8. CHIC. Canine Health Information Center. Organization committed to canine health. (<http://www.caninehealthinfo.org>)
9. CERF. Canine Eye Registry Foundation. Organization committed to canine health. (<http://www.vmdb.org/cerf.html>)
10. AKC. American Kennel Club.
11. UKC. United Kennel Club.
12. CKC. Canadian Kennel Club.
13. Performance. Any dog-related event, such as breed ring shows, hunt tests, field trials, ability testing, or any other event with a purpose to display, evaluate, judge, record or reference a dog's conformation, ability, agility, speed, desire, obedience or temperament. Specifically including, but not limited to, any event providing head-to-head dog competition or dog comparison to a written or idealized standard.

This agreement in all matters and issues collateral thereto shall be governed by laws of the State of Illinois applicable to contracts entered into and performed entirely within the State of Illinois, with respect to the determination of any claim, dispute or disagreement, which may arise out of the interpretation, performance or breach of this agreement, and will be subject to enforcement and interpretation solely in the appropriate courts of the State of Illinois.

No other conditions, guarantees, or obligations concerning the sale of the subject dog apply.

This contract is executed in duplicate original, each having the same force and effect. Each page bearing Purchaser's initials or other mark is presumed to be included as part of this contract, and all provisions thereon shall be made part of this agreement.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Breeder – Debbi Koeberlein

\_\_\_\_\_  
Date