



# Purchase Contract

This 100 % pure Llewelin Setter dog has been bred with the aim of producing a high quality, close working, foot-hunting dog that will perform with a superior level of excellence in the field as well as embody the ideal blend of strength, stamina, grace and style that is classic of the breed. We have done everything in our power to produce healthy, happy, and sound puppies by raising them in the best way possible involving diet, exercise, socialization and veterinary care.

Hickory Hollow sells this Llewelin Setter to:

Buyer(s): Buyer Name Date: Pickup Date  
Address: 1234 Any Street  
City: Any Town State: ST Zip: 00000

Description of Dog: Price: \$ 1300.00

Pup's litter name: Hickory's Pup Color: Chestnut Tricolor (white/chestnut/tan & tkd)  
Sire: Hickory's Hunting with Dad (FDSB# 1234567) Dam: Hickory's Hunting with Mom (FDSB# 1234567)  
Litter ID: A Whelped on: 1/1/2005 Gender: Female Microchip ID: 123 ABC 456 DEF 789

Under the following terms and conditions:

### Health Guarantee

- ① Hickory Hollow Llewelin Setters (HHLS), also known as the Seller, guarantees this pup to be of sound health and temperament at the time of this agreement and for an additional 7 days following the date on this contract to allow time for the Buyer to have an initial puppy wellness exam performed by their veterinarian of choice. Any known pre-existing conditions have been disclosed to the Buyer prior to this sale and are noted in an attached addendum when applicable. Addendum Attached:  Yes  No (Buyer's Initials \_\_\_\_\_)
- ⊛ If a critical congenital or life-threatening medical issue is detected during the pup's initial veterinary examination which is clearly attributable to HHLS, HHLS will provide a replacement pup (if available) or a full refund of the purchase price to the Buyer upon return of the pup and all documents and care package items within three days of the diagnosis. If the Buyer decides to keep the pup, HHLS shall be released from any further liability and the Buyer shall be responsible for all veterinary bills incurred. Non-life-threatening issues shall be evaluated on a case-by-case basis and HHLS may offer to help pay for a portion of veterinary bills incurred because of the condition.
- ② HHLS guarantees this pup to be free from crippling hip dysplasia for the first 36 months following the pup's whelping date. The term "crippling" is described by the following conditions: painful hips, difficulty rising from lying down, swaggering gait, lameness of rear limbs, lameness after heavy exercise, reluctance to stand on hind limbs, reluctance to climb stairs, pain during manipulation of hips, decreased range of motion of hips.
- ③ HHLS guarantees this pup to be free from Juvenile Cataracts resulting in blindness for the first 36 months following the pup's whelping date.
- ④ HHLS guarantees this pup to be free from any congenital health conditions for the first 24 months following the pup's whelping date.
- ⊛ In the event that a condition should develop covered by Health Guarantee, Section 2,3 or 4, the Buyer must present a written diagnosis from the attending veterinarian describing the condition. The veterinarian must be a licensed DVM in the state where s/he is practicing and cannot be a family member of the Buyer, whether by blood or marriage. HHLS reserves the right to get a second opinion and will incur all related expenses. Should the second opinion not concur with the original diagnosis, a third veterinarian will be consulted and all related expenses will be split between HHLS and the Buyer. Once a diagnosis is verified/validated, the Buyer may receive a partial refund of the original purchase price of the dog or get a discounted pup from an unreserved litter. HHLS liability is limited to and shall never exceed the original purchase price of the dog. If the dog's parentage is in question, HHLS has the right to request DNA proof at the expense of the Buyer before honoring the Health Guarantee.

### Health Care

The Buyer shall provide the dog with adequate food such as a premium performance breed diet, fresh water, shelter, affection, and medical care upon sickness, disease, or injury. Maintenance should include an annual health exam, routine vaccinations, heartworm prevention and dental hygiene as recommended by a board-certified veterinarian.

Additionally:

- ① This puppy must be taken to a licensed veterinarian for a puppy wellness exam within 7 days after the date of this contract. Failure to do so will void the initial puppy wellness exam portion of the Health Guarantee, Section 1.
- ② This puppy must be given a series of booster shots to achieve full immunity. Please consult with your veterinarian for a vaccination schedule.
- ③ This puppy must be checked for intestinal parasites during the initial veterinary visit and treatment must be continued if parasites are still present.
- ④ Any associated costs related to wellness or illness of the dog will be the sole responsibility of the Buyer unless the illness is covered by the Health Guarantee described herein.

### Transfer of Ownership

In the event that the Buyer can no longer properly care for or keep the dog in his/her possession, the Buyer shall notify HHLS of the decision to transfer ownership, and HHLS along with the Buyer shall plan a course of action based on one or both of the following:

- ① HHLS shall assist in finding the dog a suitable new home including advertising the dog in the Setter Rescue Network along with screening any potential new owners. The dog shall remain in the possession of the original Buyer up until the point of transfer of the dog to the new owner.
  - ② The dog may be returned directly to HHLS at the Buyer's expense, at which time the Buyer shall forfeit all future ownership rights to the dog, shall provide all medical records, and shall sign over any necessary papers; microchip registration or FDSB registration papers (if applicable) to HHLS. Any monies received from the resale or rehoming of the dog to a new owner shall be returned to the Buyer minus any expenses incurred by HHLS.
  - ③ Restrictions:
    - ⊛ Under no circumstances shall the dog be sold, transferred, or given away to a 3<sup>rd</sup> party without the explicit written permission of HHLS. The 3<sup>rd</sup> party cannot be a retail or wholesale establishment for the purpose of sale or resale to the public or any research institution where medical experimentation or other practices takes place.
    - ⊛ Under no circumstances shall the dog be surrendered to an animal shelter, humane society or rescue organization.
- ⚠ Failure to comply with these restrictions shall be punishable according to the penalty structure in the Breach of Contract clause. (Buyer's Initials \_\_\_\_\_)

Initials Seller: \_\_\_\_\_ Buyer(s): \_\_\_\_\_

Hickory Hollow Llewelin Setters \* 3049 62<sup>nd</sup> Street \* Shellsburg, IA 52332 \* 877-GUN-DOGS \* puppies@hickoryhollowllewellins.com

**Housing Requirements**

This dog is being sold with the understanding that it is going to a select home which has been carefully screened, will be socialized properly and will become an indoor and involved member of the family.

**Restrictions:**

- ① The Buyer agrees this dog will primarily reside inside the home of the Buyer.
- ② The Buyer agrees this dog will not be chained, "tied out", kenneled or permanently housed outside the home.

☒ Failure to comply with these restrictions shall be punishable according to the penalty structure in the Breach of Contract clause. (Buyer's Initials \_\_\_\_\_)

**Breeding Rights**

Breeding rights for this dog are granted to the Buyer based on the following restrictions:

**Restrictions:**

- ① The Buyer must notify HHLS of the intent to breed this dog before a breeding happens and HHLS must approve the breeding in writing.
- ② The Buyer shall obtain and provide proof of evaluation for the following to HHLS before the dog is bred:
  - Embark DNA, which evaluates the dog for over 175 genetic diseases
  - Canine Hip Dysplasia (CHD), via OFA or PennHIP resulting with a certificate or equivalent,
  - Juvenile Cataracts via OFA, evaluation to be done by a board-certified veterinary ophthalmologist

The Buyer agrees that if this dog's DNA shows an inheritable condition that cannot be mitigated by selective breeding, or has hip dysplasia, or cataracts, the dog will not be suitable for breeding and will be spayed or neutered within 60 days of diagnosis.

③ This dog must be FDSB registered in the Buyer's or Seller's name, as purebred Llewellyn Setter, using a registration name that begins with the HHLS reserved kennel name "Hickory's", and where the full registration name has been pre-approved by HHLS in writing.

④ This dog shall only be bred with an FDSB Registered Llewellyn Setter with DNA of Verified Identifiable Parentage (VIP) and of acceptable health with proof of evaluation and health clearances same as described herein for this dog.

⑤ Any progeny produced by this dog and not raised by HHLS must be sold with a contract. The contract must state that the progeny shall not be turned over to any rescue, pound or humane society. The progeny shall not be given away, sold, or leased to any other person not listed in the contract, to any commercial pet shop, retail store, commercial wholesaler breeding kennel, animal broker, or to any group or person for use as a prize, bonus or incentive, or to any institution which uses animals for experimentation, exploitation or research.

⑥ All puppies produced by this dog shall be sold with advertised prices equivalent or above the current advertised price offered by HHLS unless permission has been granted in writing by HHLS for the Buyer(s) to offer pups at a lower price.

⑦ The Buyer shall not actively participate in breeding any other dog "breed", whether purebred or designer mutt, in conjunction with the breeding of Llewellyn Setters.

☒ Failure to comply with these restrictions shall be punishable according to the penalty structure in the Breach of Contract clause. (Buyer's Initials \_\_\_\_\_)

**Field Dog Stud Book (FDSB) Registration**

At the Buyer's discretion, this puppy can be registered with the FDSB as a purebred Llewellyn Setter by HHLS on behalf of the Buyer, or by the Buyer, for the first 12 months after the pup's whelping date without penalties assessed by the American Field. If the dog shall be registered with the FDSB (and any other subsequent registry), the official registration name of the dog must begin with the HHLS kennel name "Hickory's" or "Hickory Hollow". The buyer must provide the Seller with a copy of the official FDSB registration certificate.

**Restrictions:**

- ① Once an official FDSB Registration Certificate has been issued by the American Field for this dog, the Buyer agrees not to change the registered name of the dog in order to remove the HHLS kennel name of "Hickory's" or "Hickory Hollow".

☒ Failure to comply with these restrictions shall be punishable according to the penalty structure in the Breach of Contract clause. (Buyer's Initials \_\_\_\_\_)

**Breach of Contract**

The Buyer agrees that any part of this contract which is not honored by the Buyer shall be considered Breach of Contract. Any action taken by HHLS against the Buyer is at the discretion of HHLS and is punishable by assessing fines upon the Buyer in an amount up to and including \$20,000 per occurrence, plus any and all associated fees involved in obtaining judgment and collection, including but not limited to attorney's fees, court costs, travel expenses, etc., and/or repossession of this dog which shall be based on the severity of the breach. Specifically, in clauses where strict Restrictions are clearly stated, the following penalty structure may be enforced upon the Buyer for breach of:

- **Housing Requirements:** The Buyer shall be assessed a \$5,000 fine per occurrence.
- **Transfer of Ownership:** The Buyer shall be assessed a \$5,000 fine and the Buyer shall assist HHLS with repossession\* of the dog. If the dog cannot be repossessed, the assessed fine upon the Buyer shall increase to \$15,000.
- **Breeding Rights:** The Buyer shall be assessed a \$20,000 fine per occurrence.
- **FDSB Registration:** The Buyer shall be assessed a \$5,000 fine and the situation shall be righted at the Buyer's expense. This includes but is not limited to re-registering the dog with the FDSB to an HHLS approved name, and when applicable re-registering any subsequent litters affected by the name change along with re-registering each of the previously FDSB registered progeny produced in those affected litters along with any other requirements as mandated by The American Field's registration policies.

Furthermore, the Buyer can be sued for breach of contract in cases of misrepresentation of themselves whether in person or in writing, including the Application which was submitted in order to gain purchase approval for a HHLS pup.

☒ HHLS reserves the right to repossess this dog in any case considered Breach of Contract. HHLS shall reclaim and take immediate and permanent ownership of this dog and the Buyer or current owner shall not receive any compensation from HHLS for this dog, whether monetary or otherwise. At the time of repossession, all FDSB and/or microchip paperwork must also be surrendered and signed over to HHLS.

**Supplemental Contracts**

On special occasions, certain HHLS pups may be sold with supplemental purchase contracts which are in effect in conjunction with this Purchase Contract. Supplemental Contracts currently in effect are as indicated below:

None     Breeder's Rights to Stud     Breeder's Rights to Dam     Breeder's Rights to a Puppy back

**Acknowledgement:**

I, the Buyer(s), have read the above 2-page purchase contract and fully understand all the terms and conditions including the noted Restrictions as indicated by my initials throughout. I affirm that I will be the owner of the dog described herein, that I am not purchasing this dog for someone else, I am not a broker and I have no intent to resell this dog. By signing this document, I agree to abide by the terms stated within and am willing to enter into this agreement with HHLS. I further understand that fines may be imposed upon me as stated in the Breach of Contract clause if I should fail to comply with the contract terms.

**Signatures:**

Buyer(s): \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

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