

Bachman Bay Kennels LLC

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PURCHASE AGREEMENT 2020

For the Wirehair Puppy as described here:

**Stud Registered Name**:

**Dam Registered Name:**

Litter Registration:\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth:\_\_\_\_\_\_\_ Sex:\_\_\_ Color:\_\_\_\_\_\_\_\_\_\_\_\_

This Puppy has been sold to:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Payment has been made in full. A nonrefundable down of payment of **$350.00** was paid. The remaining balance of **$1450** was paid on \_\_\_\_\_\_\_\_ for a total payment of **$1800.00.**

**Purchasing a puppy from BBK General Contract**:

We are very selective with the homes that we place our dogs. We hope to only place the vast majority of our puppies with responsible, avid hunters. Our wirehairs thrive on attention from their families and an active, caring home is needed for these dogs. A GWP is not the right dog for everyone and we want to make sure you are a good match for one of our dogs before we accept a deposit.

**Submit your puppy inquiry through our website.**

Once you have submitted then we will set up a time for a phone interview to discuss your interests and determine if you would be a good fit for one of our pups. After this conversation we will send you a link to pay the deposit online.

**Reserving a Puppy & Puppy Selection**

The date that your deposit is received will determine the order of availability. The order of deposit does **not** determine a picking order. It does not matter if you are the 1st deposit or the 8th deposit because we do not establish picking order based on a first-come, first-served basis. Bachman Bay Kennels will carefully match you up with a puppy based on our discussions, the information you submitted on the website, and after evaluating each puppy in the litter for 10-12 weeks. We feel that this method provides the best chance of success for matching each client with the best possible dog for them. For example, this will allow us to ensure that the puppy with the shortest coat does not end up in northern Canada or that the boldest, most independent puppy does not end up going to a first-time handler that isn’t ready for a high-octane Bachman Bay dog. We select the puppies for clients because we want YOU to be happy with your dog! We will keep you part of the process and show daily photos on Facebook or have you Skype/Facetime with the pups frequently. You are welcome to schedule a time to visit the pups.

**Puppy Pricing**

Our 2020 pricing is: $1800

Bachman Bay Kennels may provide discounts to the above prices for NAVHDA/AKC members or accomplished handlers that have successfully passed dogs through various testing or trialing organizations. We place a high emphasis on placing puppies in quality homes that will also test or trial their dog. This gives us good feedback on our dogs and it gives the dog a chance to prove itself and potentially contribute to the gene pool. The exact discount will vary on a case-by-case scenario. We really want to see our puppies tested at advanced levels please inquire for more information. We are also interested in co-owning or creating dog guardianship agreements with families that live near us. Please see the co-ownership page of the website for more information.

**Picking up Your Puppy**

We prefer you pick up your puppy at our home in Burns, Oregon at around 10 weeks old. We may be keeping several a few weeks longer for evaluation. We frequently have one puppy buyer picking up dogs for other buyers and delivering on the way home.

We prefer not to ship dogs unless you are flying with them which may honestly be cheaper. However, if you need to ship your puppy by airline, we ship out of Boise International Airport (BOI) in Boise, ID. Your puppy will be shipped as cargo. We are charging a flat fee of $700 for shipping in the USA. Also keep in mind that there are temperature restrictions which can make it difficult to ship to certain parts of the country during summer and winter.

This service includes:

• The cost of the crate, bowls for the crate, and absorbent material for the bottom of the crate. Modification of the crate to meet airline requirements, including all metal fasteners. The cost of the materials required for modification.

• A trip to and from our veterinarian in for an office visit and health check on your puppy. The cost of a Health Certificate issued from a licensed veterinarian.

• Our time making the reservation with the various airlines. A trip to and from the Airport. The price of the air freight which currently averages $360 to $550 per pup.

Contract Details

•The Seller guarantees this dog to be in good health on the date of sale. The dew claws have been removed and the tail docked.

•It is recommended that the purchaser arrange for a veterinarian examination of the puppy within the first three days after the date of transfer of the puppy for a health checkup. Should the veterinarian determine this dog to be in ill health, the cause of which is clearly attributable to the Seller, this dog may, upon presentation of written diagnosis from said veterinarian, be returned for a refund of purchase price. Upon receipt of the puppy, the Seller shall be obligated to replace the puppy with one of equal quality from a future litter.

•Any condition that is minor, correctable or a breed related minor condition is not covered. Conditions which could go away, or are considered to be a condition which a puppy will likely grow out of is not covered. The conditions not covered include but are not limited to: umbilical hernia, any disease the puppy has been vaccinated against or is native to the environment, cuts, injuries, any internal parasites, skin disorders such as mange or allergies, or any other minor condition. Minor conditions are too numerous to completely cover in this document.

•Symptomatic Hip Dysplasia is covered. Types of Hip dysplasia not covered are nutritional and environmental dysplasia. OFA or Penn Hip organizations must declare the dog with symptomatic hip dysplasia in order for the dog to be replaced or money back. If the buyer does not provide such proof that every step was taken to assure the good health of the puppy, no refund or replacement puppy will be given. Should the dog develop crippling hip dysplasia and/ or x-rayed and OFA Rated moderate to severe or Penn Hip, (with verification of the hip condition signed by a veterinarian provided) Bachman Bay Kennels will replace the dog as soon as one becomes available or buyer has option to retain ownership of said dog.

•The Buyer agrees to maintain preventative care of the puppy in regards to hip dysplasia, such as proper nutrition, proper exercise, and preventing stress injuries (i.e. not allowing the puppy to jump from heights taller than itself at the shoulder, no forced exercise such as running long distances, until at least 12 months of age.) The buyer further understands that this puppy is not being sold with a guarantee against Canine Hip Dysplasia, as the condition can be caused by environmental situations that are not within the control of the seller once buyer assumes possession.

•Seller does not assume responsibility for any other veterinary bills or expenses incurred by the purchaser on behalf of the dog after the dog has left our kennel.

•The Buyer agrees to maintain preventative health care of the puppy including, but not limited to: inoculations, internal as well as external parasites, and heartworm preventative medications.

•Buyers agree to use the name “Bachman Bay” as a prefix on the AKC and NAVHDA registration papers. As well as the first letter of the registered name starting with the alphabetic letter of the currently litter (e. g., H Litter all pups will be registered as Bachman Bay H……something that starts with an H Hugo, Hippo, Hun, etc.)

•The Buyer agrees to try and wait to spay or neuter the puppy until the age of 12 months or later. If spayed or neutered before the age of one the contract is null and void.

•Bachman Bay Kennels agrees to offer monetary rewards for titles obtained by said dog. Those Titles include $100 for a NAVHDA Natural Ability Title. $200 for an AKC Master Hunter Title or a NAVHDA Utility Title. $300 for an AKC Field Champion or Amateur Field Champion Title or NAVHDA Versatile Champion Title. Simply entering many GWPCA National events will be rewarded. If you receive other titles through BDC, NASTRA, VHDF we would likely count those as well please get in touch with us for details. To receive this reward you must submit test or title results to us in an email or mail and let us know where to send the check. Please see our title incentive page of the website for more information.

•**Buyer agrees to run the said dog in NAVHDA Natural Ability Test. This test must be done before the dog reaches 16 months of age.**•

**Buyers initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Registration**

All Bachman Bay litters will be registered with AKC and NAVHDA, with **limited registration** in both organizations. Limited Registration means that the dog cannot produce registered offspring unless the breeder revokes the limited status. Bachman Bay Kennels will happily revoke the limited status and provide full breeding registration after you meet our criteria. We are German Wirehair Alliance members and are committed to improving the breed and want to make sure that only healthy animals with proven hunting abilities are bred. This is not to control you, it is for the protection of the dog and the breed. We want to breed back to your quality dog if possible. If your dog has met the requirements and has proven to be an exceptional animal worthy of breeding, we encourage you to contact us for breeding recommendations. The current cost to remove this restriction is $25 in NAVHDA and $25 in AKC.

The requirements for releasing full breeding registration are to meet one of the Hunting Ability requirements and all the health requirements.

**Hunting Ability**

**One** of the following hunting test or trial accomplishments must be met to release full registration.

- NAVHDA Natural Ability: Prize II with 100 points or higher

- NAVHDA Utility: Prize III with 175 points or higher

- VHDF Hunting Aptitude Evaluation: Score of 6 or higher in each subject with a total of 55 or higher

- VHDF Advanced Hunting Aptitude Evaluation: score of 6 in each of the ability subjects with a total of 155 or higher

- AKC Senior Hunter, Master Hunter title, Field Champion, or Amateur Field Champion

- NSTRA Champion

-GWPCA Nationals Amateur/Open any placement

**Health**

**All** of the following health requirements must be met to release full registration.

- Certified as being free of hip dysplasia through OFA or PENNHIP.

- Certified as being free of autoimmune hypothyroidism through OFA.

- The dog must be a good representative of the breed and have no known health issues or severe faults such as weak temperament, undershot or overshot bite, entropic or ectropic eyelids or monorchid testes.

**Guarantee**

We guarantee our dogs for health, hunting performance, temperament, and other known deficiencies that would prohibit your dog from fulfilling their duties as a suitable hunting dog throughout its useful life. This guarantee assumes that the owner fulfills their role as a responsible dog owner, including proper socialization, gun introduction, health care, and exposure to birds and hunting. This guarantee does not cover environmental or man-made problems, such as gun-shyness created by the owner who did not properly introduce their dog to the gun before hunting season. Also understand we can only guarantee a quality hunting dog and family companion; **we cannot guarantee a breeding quality animal**. We guarantee all Bachman Bay pups to be functionally free of hereditary genetic diseases for up to twenty-six months. If, before the age of twenty-six months, your puppy develops a life threatening or life altering genetic illness that impedes the dog’s ability to hunt and has been verified by your veterinarian, then you may be eligible to exercise our guarantee. If the guarantee is exercised, we will replace the dog (shipping expenses not included) from the next available litter. In some unique cases, we may provide a full refund or a partial refund if you decide to keep the dog.

If you are unable to keep a Bachman Bay dog for any reason, we will take it back or help you place your dog in a new home no questions asked.

**Legal information:**

Executed on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* The Buyer agrees that this animal will not be used for breeding purposes until at least 24 months of age to another GWP (which must meet the following criteria as well) either registered with AKC or NAVHDA and after it has passed the following and has proof thereof:
* Medical records have been provided to me and I understand all of these terms for the puppy. By signing below, I agree to these terms and conditions. I also understand that this document shall be enforceable in any court of law and any and all legal ramifications will take place in the State of Oregon. This document shall be kept, with my signature, address, and phone number on file with Bachman Bay Kennels a copy has been provided to me.
* Buyers acknowledge that the SELLER has a vested interest in the puppy throughout its lifetime and the SELLER has to the best of their ability, placed the puppy in a home that matches the BUYERS needs and requirements with the wirehair breed and the temperament of the puppy. In the event the BUYER is unable or willing to meet the terms and conditions of this agreement the puppy must be returned to the Seller. The Puppy may not be sold, placed or traded to another owner nor placed in any shelter or rescue organization. In the event the BUYER no longer wishes to own or care for the puppy, it shall be returned to Bachman Bay Kennels.
* This Agreement is made and signed by both parties to insure the wellbeing and protection of this animal. If any part of this Agreement is breached, the Seller is released from any further obligations hereunder.
* Should the seller need to seek legal action against the Buyer for violations of this agreement, the Buyer will assume any and all attorney costs and court fees.
* Buyer understands this is a legally binding contract and is under the jurisdiction of the State of Oregon. All disputes will be resolved in the State of Oregon in a court of Sellers’s choice. Buyer has read the agreement in its entirety and understands it fully. Buyer agrees to all the terms within this contract.

Name of BUYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of BUYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller: Dominic Bachman, Bachman Bay Kennels LLC.

Signature of Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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