

Bachman Bay Outdoors LLC

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PURCHASE AGREEMENT

Puppy Pricing

For current pricing see the "Planned Litters portion of our website.

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. 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 frequent photos/videos. You are welcome to schedule a time to visit the pups.

Picking up Your Puppy

We prefer you pick up your puppy at our home near Burns, Oregon at around 9-11 weeks old. One pickup day will be chosen, and you are expected to be there on that day. We prefer not to ship dogs unless you are flying with them. However, if you need to ship your puppy by airline, we ship out of Boise International Airport (BOI) in Boise, ID.

Contract Details

•The Seller guarantees this dog to be in good health on the date of sale. The **dew claws have been left intact** 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 the next available replacement puppy.

•Any condition that is minor, correctable or a breed related minor condition 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 for the dog to be replaced. 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 regard 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 wait to spay or neuter the puppy until the age of 24 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.

Registration

All Bachman Bay litters will be registered with AKC and NAVHDA, with <u>limited registration</u> 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 ectopic 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:

- 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.
- 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. In the event the BUYER no longer wishes to own or care for the puppy, it shall be returned to Bachman Bay Kennels.
- 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.

•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 _____

Name of BUYER: _____

Signature of BUYER: _____

Seller: Dominic Bachman, Bachman Bay Outdoors LLC.

Signature of Seller: _____

Date: _____