

LakeHaus Shorthairs

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HUNT PONTENTIAL CONTRACT

An agreement between LakeHaus Kennel and the buyer _____

Dog's Registered Name (herein referred to as "the dog") _____

Registration # _____ Litter # _____

Date of Birth _____ Sex: Male Female

Sire _____

Dam _____

Microchip # _____ Color _____

Purchase Price \$2,000. Monies are to be paid in the form of cash, certified check, credit card or money order. A non-refundable \$500 deposit is required to hold a dog. This deposit will be credited towards the purchase price of the dog. Payment in full must be made before the buyer takes possession of the dog unless prior agreement has been made. In the event that the dog is to be shipped, payment in full must be made before the shipping date. A returned check does not constitute payment. In the event of a returned check, the buyer agrees to pay any and all bank fees associated with that returned check. Any shipping costs are to be paid by the purchaser. Puppies being purchased on payments must sign and adhere to LakeHaus Kennel's Payment Agreement before the owner can take possession of the dog.

2) The dog is sold in good health, free from communicable diseases (as well as can be visually determined), and has been immunized appropriately according to the age, identified for registration purposes and identification up to the date sold. The health of this animal is guaranteed for three (3) working days through examination by a veterinarian at the discretion and expense of the buyer. If the dog is found to be of unsatisfactory health and written documentation from a licensed veterinarian is presented, the seller shall at his/her discretion (provided the dog and registration papers are returned within three working days): a) replace the dog with the next available like prospect or mutually agreeable dog, or b) refund 100% of the purchase price (minus shipping costs and LakeHaus' expenses). However, LakeHaus Kennel will not be held liable for any damage or injury caused by negligence or accident.

3) The buyer shall have the option of returning the dog, in the same condition as when it was sold, to LakeHaus Kennel within fourteen (14) days of the date of sale, and obtain a refund of the purchase price, minus the deposit. If the dog is returned to LakeHaus Kennel, the buyer shall be responsible for any expenses associated with returning the puppy. Refund will be given within (6) months of being returned or as soon as the puppy is resold. This is at the discretion of LakeHaus Kennels.

4) Each dog is guaranteed to have sound and stable temperament provided they are properly socialized, which include obedience training, and the buyer spends a large amount of time socializing the dog while young. The dog is not to be kept chained or tied up, not allowed to run loose, not allowed to be isolated in it's house, be teased or otherwise abused. All dogs should be confined properly in a kennel of their own and not left to their own devices.

5) The dog is guaranteed to be free of hip dysphasia and any other hereditary disabling defects visible (i.e. lameness) by twenty-four (24) months of age. Or any other inherited defect resulting in a significantly shortened life span (i.e. dog dies or has to be euthanized prior to 6 years of age because of this diagnosed defect AND the accepted current veterinary medical therapies have failed to afford the dog an acceptable quality of life, as determined by LakeHaus Kennels). Determination of what constitutes a hereditary defect is to be a unanimous agreement of three (3) veterinarians agreeable to both parties but shall be on that would affect the dogs ability to function as a pet. Cost of the opinions is to be assumed by the buyer. If such a problem should develop, the breeder shall replace the dog free of charge to the owner if the original dog is spayed or neutered. If the defect of the dog is severe enough to warrant the animal to be destroyed (as deemed by a qualified veterinarian), the buyer has the option of 100% refund or a replacement dog. The decision is between the breeder and owner and fulfilled within one year of the problem developing. This guarantee does not apply to any damage, neglect or injury caused negligence or accident. An overbite or an under bite are not considered a disabling defect and these issues are excluded from this guarantee.

6) LakeHaus Kennel will not be responsible for any expense(s) incurred, for any reason, by the buyer regarding this dog, without LakeHaus Kennel's prior written consent. Nor is LakeHaus Kennel liable for any damage(s) or injury(s) caused by the above described dog.

7) In due time with proper care and training on behalf of the buyer, the Hunting Prospect should be of acceptable temperament, structure and should embody the basic standard of the breed. Proper care includes regular and proper exercise, bathing, regular grooming, training and socialization. The dog should have all the qualifications of hunt quality plus being one that, with proper training and handling, can and should excel in the field. We do not guarantee dogs sold for breeding and/or hunting will pass their hunt tests, but if raised with reasonable care and training he/she should achieve this honor. In the critical years of the dog/s development a lot can happen (i.e. broken leg, improper diet, lack of proper training and care, being hit by a car) that would forestall his/her becoming a holder of title. Notwithstanding the foregoing, no warranty is made or implied that this dog will perform in the field. It is understood by the buyer, that the level of training, judge selection, and a list of other factors may affect the dog's ability to succeed in the field. Buyer acknowledges that he has knowledge of and understands the requirements and special care necessary for a training a hunting dog. The buyer acknowledges

that they understand that Gun Shyness is not a hereditary defect, and is due to lack of care when introducing dogs to gunfire. LakeHaus is not responsible for “Gun Shy” dogs.

9) Any dog sold as a hunting prospect under this contract will be required to test their dog through an appropriate hunting organization. Dogs are to enter and run through a Natural Ability Test through the North American Versatile Hunting Dog Association by sixteen (16) months of age OR run in the American Kennel Club Junior Hunter (or higher level) tests to achieve the title by two (2) years of age. LakeHaus Kennels will reimburse entry fees for the dog’s Natural Ability test, up to \$150, for any dog that competes and earns a Prize I-III within six (6) months of being informed of the tests completion. Allowances can be made for an exemption to this clause with prior approval.

10) If for any reason the buyer feels the dog cannot obtain its title, it is at the breeder’s discretion to decide: a) the dog is not hunting quality, or b) the person with whom the dog is to be handled by/trained to its titles at the owner's expense.

11) It is agreed that the above sold dog will only be bred after each of the following conditions have been met:

- a) reaches minimum two (2) years of age;
- b) has obtained a CHIC number by the OFA for completing, with passing results, the following:
 - 1) has been x-rayed for hip dysplasia by a practicing veterinarian with the film sent to OFA or Penn-Hip (or similar institution) and has been certified against such problem with a result of Good or Excellent.
 - 2) Elbows and heart are also to be checked and certified clear by OFA;
 - 3) Has had an eye exam by a board-certified veterinary ophthalmologist, to ensure the dog is free of any hereditary eye defects;
 - 4) Cone Degeneration
- c.) The dog has not developed any hereditary faults or disqualifying defects that would make the dog unsuitable for breeding and/or hunting,
- d.) The dog has obtained, either an AKC Champion title, or their AKC Master Hunter or NAVHDA Utility Title.

12) Buyer agrees that this dog will only breed to German Shorthaired Pointers that

- a) are capable of being CKC or AKC registered;
- b) the progeny of the dog are capable and will be properly registered with the CKC or AKC;
- c) met the requirement of improving the breed and not just for profit;
- d) have like clearances, of good temperament, and no disqualifying faults;
- e) have achieved a title requiring multiple passes or judges such as, Hunting (excluding NA), Conformation, Performance, or Obedience with either AKC, CKC or has obtained a Prize I-III in their Utility Test through NAVHDA.

13) The buyer of this dog, if eventually bred, will be responsible of ALL puppies produced for the dog’s lifetime. Further they are to use a contract with all sales of offspring with spay and

neuter conditions, screen potential homes and thoughtfully place puppies in good and loving homes. LakeHaus Kennel will supply contracts for future pups if requested.

14) If the dog was bred, accidentally or intentionally, before he/she was genetically tested and certified clear, or a replacement/refund for any defect was requested, all guarantees are void and ownership of dog will default back to the breeder, with all expenses pertaining to the return of the dog paid for by buyer. All offspring produced due to an accidental or intentional litter before the dog has completed the requirements in clause #11 of this contract will NOT be allowed to be registered with the American Kennel Club.

15) Beside good and reasonable care, the buyer agrees to:

a) Allow the dog to live in your home, as a participating family member and to treat the dog humanely with proper safeguards taken for the care and safety of the dog;

b) to confine the dog in a fenced yard, kennel run or walk on a leash but NOT restrain the dog on a rope, chain or tether;

c) to keep the dog clean and properly groomed, provide the dog with human living conditions and adequate housing;

d) to attend and participate with the dog in at least a basic obedience course by at least six months of age no later than eight months of age with the buyer/owner as handler and proper training using positive reinforcement, or equivalent training by a knowledgeable owner is acceptable;

e) provide proper socialization of your puppy to children, other animals and other people as your puppy grows;

f) to follow recommended feeding guidelines;

g) keep the dog at as close to possible "ideal" weight (ribs palpable without excess fat covering, waist observed behind ribs when viewed from above, abdomen tucked up when viewed from the side) throughout the dog's lifetime;

i) to follow recommended health guidelines;

j) educate themselves in the characteristics of the breed in order to fully understand the habits, history and advantages of German Shorthair Pointer ownership.

16) Buyer must notify LakeHaus Kennel of any change of address and phone number. The buyer will from time to time advise the LakeHaus Kennel of the dog's progress and will not hesitate to contact us for advice on any problem or question that the buyer may encounter. LakeHaus Kennel is to be notified should any unusual health problems occur at any time or upon the death of this dog. Failure to update LakeHaus Kennel on the health and progress of the dog will void any guarantees made by this contract.

17) The buyer agrees and promises to never take this dog to a humane society or animal shelter; to never train, use or allow the dog to be used in dog fighting, medical research, protection training, attack training or as a guard dog for self or any agency, firm, corporation or organization. The buyer also agrees the above described dog or its offspring, will not be leased, consigned, auctioned, sold or given to any pet shop, puppy broker, puppy mill or other commercial enterprises for resale or breeding purposes. Buyer agrees to treat this dog as a family pet, with affection and kindness and to never to use abusive training methods.

18) If, at any time, the buyer is unable to keep the dog (dog and registration papers), ownership reverts back to LakeHaus Kennel. Proceeds of sale (if any) will be forwarded to the buyer/owner after pet has been rehomed, or within 6 months of LakeHaus retaking possession of the dog. Remuneration will be given to buyer/owner after nonrefundable deposit, AKC transfer fees, veterinary costs, advertising costs, traveling expenses (calculated at \$0.75/mile), shipping fees and/or any other costs incurred are deducted. The monetary value of a pet animal over 4 months of age may be substantially less than the original purchase price. Dogs returned over 6 months of age will not be entitled to a refund. The dog may also be placed in a mutually agreed upon home, upon LakeHaus Kennel's approval. LakeHaus Kennel's approval will not be withheld unreasonably provided the new owner agrees to sign a contract and follow all the conditions of said contract.

19) In no event shall the amount of any refund, reimbursement, remuneration or liability on the part of LakeHaus Kennel to the buyer be greater than the purchase price of the dog.

20) If the dog is found in a SPCA, shelter, humane society, rescue program or the like, the buyer agrees that all rights of ownership reverts to LakeHaus Kennel and thereby LakeHaus Kennel becomes the legal owner of the dog with all rights reserved and entitled to.

21) Buyer acknowledges that LakeHaus Kennel and other breeders of the subject dog's breed would be irreparable damaged if the breed is corrupted by, among other things, the breeding of hunt potential dogs with dogs of lesser quality, breeding before health clearances or titling the dog or cross breeding dogs of this breed and other breeds, and that the amount of such damages is or will be difficult to or cannot be ascertained. It is, therefore, agreed that in the event there is a violation of #11, #12, #13 or #14 above, the buyer will pay LakeHaus Kennel as liquidated damages, and not as a penalty, the sum of \$10,000.00.

22) In order to secure the obligations under paragraph #7, #11, #12, #13, #14 and #20 above, the buyer hereby grants to LakeHaus Kennel a security interest in and to the following collateral: 1) the dog sold under this agreement; 2) all puppies parented by this dog; and 3) if a male, all semen collected and in storage. LakeHaus Kennel shall be considered as Primary Co-Owner and be entitled to all of the rights and remedies as a secured party under the Criminal Code as in effect in the State where this contract was entered into. Co-ownership will be dropped after conditions in clause #11 of this contract has been completed in its entirety. Breeder retains the options for breeding rights for the life of the dog, or until mutually agreed upon by both parties.

23) The buyer attests that neither he/she has never been accused of animal cruelty or similar accusations.

24) This agreement shall be interpreted in accordance with the laws of the State of LakeHaus Kennel's residence. Any controversy or claim arising out of or relating to the performance of this agreement shall be settled and enforced in the provincial or federal courts located within the State of Alaska. All litigation that may take place will occur in a court physically located in the State of LakeHaus Kennel's residence.

25) This agreement is to ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

SHOULD THE DOG BE OBTAINED BY FALSE PRETENSES AND IF FAILURE TO COMPLY WITH ALLOF THE ABOVE AGREEMENTS VOIDS ALL GUARANTEES AND IS GROUNDS FOR REPOSSESSION OF THE DOG AND ITS REGISTRATION PAPERS WITHOUT ANY COMPENSATION TO THE OWNER.

By signature, the buyer accepts all the foregoing and constitutes this as a binding contract. The buyer acknowledges that he/she has had an opportunity to review this contract. No provision of this agreement may be amended without the written approval of the both seller and the buyer. There are no warranties or guarantees other than those listed in this contract. If you are a conscientious dog lover, you will agree that these few conditions protect you, they protect LakeHaus Kennel and, more importantly, they protect the dog.

(Buyers signature)

(Date)

(Breeder's signature)

(Date)