



Cardigan Welsh Corgis

WHITE RAVEN

2020-2021 PURCHASE CONTRACT

Introduction

This is an important document. You should not buy the puppy or sign this contract unless you intend to be bound by its terms and conditions.

This is a contract between White Raven Cardigan Welsh Corgis (the "Breeders," hereinafter breeder, breeders, us, we) of New Hampshire and Rhode Island and the "Purchaser," hereinafter you, your).

This puppy has been bred with care. Every effort has been made to ensure that this puppy is healthy in body and mind and that it is a high-quality working companion prospect. You understand that, as it is a living creature, it is impossible to predict how it will continue to develop. This is true especially as regards behavior, over which you will have the principal influence.

This document confirms that the sale of the puppy has taken place and that full custodial care and responsibility has been transferred to you as purchaser.

Sportsmanship

Owners are role models and ambassadors for their chosen breed and breeder. Should this dog be entered in competitive venues, you agree on the importance of setting a good example and demonstrating good sportsmanship, appropriate conduct, and a helpful and respectful attitude toward other competitors and other dogs.

Potential of the Puppy

We believe that the working potential of this puppy includes the following:

Conformation (breed) shows:	Y	N
Breeding potential:	Y	N
Herding/farm work:	Y	N
Tracking/detection:	Y	N
Therapy:	Y	N
Service work:	Y	N

You understand that the puppy has been evaluated at 8 weeks and at that time in our judgment the potential for the above activities existed. We do not warrant that the puppy will mature to succeed in all or any of the above.

OWNER INFORMATION

Name:

Address:

DOG INFORMATION

Call name:

Color:

PRICE & REGISTRATION:

LIMITED: \$1,900

FULL: \$1,900

CO-OWNERSHIP: \$1,000



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Return Clause

You have three working days to have the puppy examined by a practicing veterinarian and to get to know the puppy. If during this time you decide you no longer wish to keep the puppy, you must notify the Breeder via phone call or in writing before the end of the three days. You have the right during a period not exceeding seven calendar days after such examination or decision to return the puppy (shipping at your expense), at which time you will be refunded the full purchase price.

After the above period, no refund of any monies will be made, under any circumstances.

If, for any reason, you cannot or do not wish to maintain custody of the puppy at any time during the dog's lifetime, ownership shall revert directly back to us, including transfer on all AKC papers. At no time may this puppy or dog be sold, given, or ownership transferred in any way, to a third party, whether or not related to you, without express written permission from us as Breeder.

In the event that you must release custody of the dog, you shall first make a sincere attempt to contact us. If after seven working days we cannot be contacted, or should you need to immediately release custody of the dog, you agree to contact the Cardigan Welsh Corgi National Rescue Trust to arrange transfer of possession of the dog. You will make known to the contact our name and shall provide him or her with all records and AKC papers in relation to the dog.

A voluntary release of the dog is understood by you to be a relinquishment of all ownership rights, and you understand that no monies will be refunded.

Should it become necessary, you should be aware that the return of a dog can be very difficult, especially emotionally, and we cannot be held responsible for any distress caused by the return of the dog.

Health Warranty

We will replace any puppy who is diagnosed with a crippling or fatal disease or disorder that is HERITABLE (see below) and that results in severe impairment or death before the age of thirty-six months. This agreement specifically excludes any guarantee against internal parasites, although every effort has been made to assure their removal. The Breeder is in no way responsible for any acquired diseases.

Definitions:

- a) "Diagnosed" means diagnosed by a practicing veterinarian and reported to breeders in writing by a doctor of veterinary medicine at the owner's expense; the breeders may at their discretion request a second opinion at breeder's expense.
- b) "Heritable" means known to be predominantly inherited and not acquired (a heritability index of 0.5 or above).
- c) "Replace" means provide a puppy that is determined by us to be equal or greater in terms of evaluated quality at eight weeks when compared to the affected puppy at eight weeks. No other refund or replacement will be made. All shipping costs for the replacement puppy are the responsibility of the buyer. This replacement offer is available only as long as Cardigan Welsh Corgis are being actively bred by us and on our premises; it does not transfer to our heirs or to purchasers of our dogs if we have ceased breeding.
- d) "Severe impairment" means that the dog has a substantially lowered quality of life and in the judgment of a practicing veterinarian is unlikely to reach half (6 years) of a normal lifespan (defined to be 12 years).

Hips: We do not warranty tight or cosmetic hips or elbows on extended view, or low DI on PennHIP. Approximately 30% of all Cardigans are diagnosable as dysplastic, and 100% of Cardigans have looser hips than would be found in a longer-legged dog. If the dysplasia creates a severe impairment or death before the age of 36 months, we will replace the puppy as above.

Spine: Short-legged (dwarfed) dogs have changes in their cartilage structure that predispose them to IVDD and other spinal injuries. These injuries are not covered under the health warranty. You agree that we have educated you as regards degenerative myelopathy and that we do not make breeding decisions based on the presence or absence of the DM mutation(s), and we do not routinely test all puppies.

At all times, any and all diagnosis, treatment, associated distress, injury, and any other events or damages associated with the dog's health are entirely your responsibility, both financially and in terms of liability. This includes diagnosis and treatment associated with diseases or disorders for which we will replace or have replaced the puppy.

Administration of leptospirosis vaccine before the age of 12 months or spay/neuter before the age of 12 months completely and immediately releases the breeder from this health warranty. All other sections of the contract remain intact.



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Contract Enforcement

Non-Disparagement: The puppy buyer agrees to take no action which is intended, or would reasonably be expected, to harm the Breeders or their reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Breeders. The Breeder agrees to take no action which is intended, or would reasonably be expected, to harm the puppy buyer or their reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the puppy buyer.

In real-world terms: No bashing or trashing on Facebook or other social media. If there is a conflict, we discuss it privately and escalate to mediation if needed. Public disparagement is considered a breach of contract and triggers the liquidated damages clause on p.4.

Disputes: Both parties agree that any contract disputes will be settled in the state where the puppy was born. Both parties agree that if a dispute should arise, they will meet in the state of the puppy's birth to pursue resolution through negotiation. If they cannot resolve some or all of the dispute through discussions, then the parties agree to attempt to resolve the dispute through mediation. If the parties do not resolve all of the issues in dispute through mediation, then within 30 days from the date of the mediator's report, the parties shall submit those issues to binding arbitration. Consequential damages are waived by both parties. The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel.

Transfer of the physical custody of the puppy also transfers all liability and responsibility for the puppy. Under no circumstances will the Breeder be held responsible for actions, damage, liability, or vet/training costs associated with this puppy, even if AKC co-own is retained.

The parties agree that a facsimile or electronically signed version of this signed agreement constitutes an original agreement, and shall be a valid and binding document for all legal and other purposes. This contract shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

Breeding

Your puppy is being sold to you as a show or working prospect, which may include breeding. We do not require you to spay/neuter your dog. We do, however, require you to health test AND title any dog before breeding. You agree that, if you choose to breed your dog, you will do so in accordance with responsible breeding practices, under the care of a practicing veterinarian, and with a view to bettering the Cardigan Welsh Corgi breed.

PUPPIES PLACED ON LIMITED REGISTRATION MAY NOT BE BRED.

You agree that under no circumstances will the dog be allowed to breed or produce puppies before achieving one or more of the following titles: AKC Champion, UKC Champion, AKC Therapy Dog (THD or above), one or more Herding titles (not just instinct tested), tracking titles, obedience titles, advanced Rally titles, etc. Working as a successful full-time public-access-trained service dog for at least one year is considered a title. If you would like to breed your dog while in the process of completing one or more titles, but before the title is awarded, you agree to contact us for permission. Failure to do so constitutes a breach of contract.

You agree that under no circumstances will this dog be allowed to breed or produce puppies before the following health tests have been completed:

HIP DYSPLASIA (OFA, PENNHIP, BV, X-RAY, etc.); result must be made known to the Breeder

PRA: Line clear or tested clear or carrier; result must be made known to the Breeder

DM: Degenerative myelopathy, if result is not already known; result must be made known to the Breeder

Recommended: Eye exam (OFA or ophthalmologist), elbow x-rays

Failure to finish health testing before the dog is bred constitutes a breach of contract.

Deliberately breeding to an unregistrable Cardigan Welsh Corgi and/or crossbreeding constitutes a breach of contract.

Transferring any of the offspring the dog produces, whether sold to, leased or consigned, to any pet shop, chain store, catalog sales house, commercial or retail animal establishment, any broker of animals, animal shelter or humane society constitutes a breach of contract.



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Care and Treatment

You agree to the following:

- a) You will provide the puppy with quality food, ample fresh water, and considerate companionship on a daily basis. You agree that appropriate veterinary care, vaccinations, and other care as recommended by us will be provided as necessary for the best interests of the dog.
- b) This Cardigan is to be a family companion, and will not spend its life as an outside dog.
- c) We have instructed you that socialization is extremely important in allowing the puppy to become a temperamentally stable adult dog and canine good citizen. By signing this contract, you agree that this puppy shall receive socialization with people and other dogs on a regular basis.
- d) Should, at any time, this puppy or adult dog be mistreated, abused or neglected, in the reasonable opinion of us as breeder, or there is a conviction of abuse or neglect, we reserve the right to recover possession of the dog without reimbursement to you, and you hereby consent to such recovery. Living as an "outside dog" is considered neglect. A pattern of refusal to properly control or fence the dog is considered neglect. You agree that the dog should never be off-leash unless he or she is behind a secure fence or is continually supervised by a competent person and under voice control.

Should this clause need to be enforced, you shall forfeit the dog's AKC registration papers to us within 7 days of us or our agent(s) taking possession of the dog.

Contact Information

Buyer agrees to notify Breeders of any change in address or phone number within 30 days.

Buyer agrees that they may not "block," "blacklist," or in any other way prevent electronic communication between Buyer and Breeders. Blocking or blacklisting constitutes a breach of contract.

Liquidated Damages

It is acknowledged that breach of this contract will cause us to incur substantial damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by us of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages, these liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and you shall pay them to us.

General breach of contract: \$3,000.

Breeding a dog who has been placed on AKC Limited Registration OR breeding without fulfilling the conditions in the Breeding section of this contract: \$5,000 per litter produced plus \$1,000 per live puppy at 8 weeks of age.

Refusal to return the dog or its AKC papers in the event of abuse, neglect, or transfer of ownership: \$5,000.

Signature of Owner 1

Date

Signature of Owner 2

Date

Signature of Breeder

Date