



## BLUE RIVER WEIMARANERS

### PURCHASE AGREEMENT AND GUARANTEE

The contract terms set forth are prepared for the benefit of each individual dog, breeder, and buyer -- to provide guarantees to the buyer as set forth in this document, to assure that the dog is properly cared for, to assure its use as a hunting dog and/or house companion, and to prevent the exploitation of the Weimaraner breed through unselective breeding programs and practices.

The following agreement is between Reneé Viehmann of Blue River Weimaraners, hereafter referred to as Seller and \_\_\_\_\_, hereafter referred to as Buyer, for the sale and purchase of one purebred Weimaraner dog:

Collar Color: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Color: \_\_\_\_\_

Whelped on:  
Sired by:  
AKC Reg #:  
Out of:  
AKC Reg #:

In consideration of the price of **\$2,300 (two-thousand, three hundred dollars)**. The Seller transfers in fee simple all rights, privileges, and responsibilities associated with the ownership of the dog to Buyer subject to the conditions set forth below as of the date specified. This represents the entire agreement between Seller and Buyer in an outright sale.

#### A) Seller's Warranties and Guarantees

- 1) The Seller is the lawful owner of said dog and has the right to sell the dog. The Seller warrants that the dog is in good health and sound body; and to the best of Seller's knowledge, the dog is of stable temperament and sound disposition at the time that the dog is transferred to Buyer.
- 2) The health record of the dog is included in the sale. If Buyer's vet finds the dog to be unhealthy within 72 hours of picking up the dog, then Buyer shall return dog with veterinarian's records within 24 hours to the Seller for a full purchase price refund.
- 3) If at any time during the life of the dog it develops health problems which in the opinion of two licensed veterinarians are likely to be of an inherited nature, which are unexpected in a dog of that age, and which will interfere with the dog's function, Buyer agrees to contact Seller. Buyer may return the dog or keep the dog and Seller will rebate 50% (less any performance rebates as listed in #4 below) of purchase price upon the following terms and conditions:
  - i) Said dog has been properly maintained and has received proper exercise and diet, and Buyer has adhered to the vaccination recommendations as described by Seller in B2 below; and

- ii) Buyer has followed NuVet Supplement plan per B-3 below; and
  - iii) The dog has not been bred; and
  - iv) Notice of spaying/neutering, executed in writing by a vet, is sent to Seller; and
  - v) Seller reserves the right to have the dog examined at their own expense by any vet of their choosing.
- 4) Seller will pay the following rebates on receipt of proof that the dog has successfully completed the following. Buyer agrees to notify Seller of intent to achieve these goals (with the exception of Basic Obedience) at least six months in advance in order to be eligible for rebate. Some rebates may expire and be no longer redeemable. By initialing next to the item(s) below, Buyer is interested in participating in this rebate. *Initialing below only indicates your interest in participating.*
- i) \_\_\_\_\_ Spay/Neuter with certificate from veterinarian - \$50 (*expires when puppy reaches 18 mos unless previously agreed upon in writing*)
  - ii) \_\_\_\_\_ Basic Obedience - \$25 (*expires when puppy reaches 12 mos*)
  - iii) \_\_\_\_\_ NAVHDA Natural Ability prize REQUIREMENT - \$75 (*expires when puppy reaches 16 mos*)
  - iv) \_\_\_\_\_ Adult International Championship via IABCA (blues only) \$75
  - v) \_\_\_\_\_ First points/placements/legs/titles of any kind - \$30 (\$60 max, excludes NAVHDA NA)
  - vi) \_\_\_\_\_ Achievement of SH, RDX, CDX or UPT prize - \$150
  - vii) \_\_\_\_\_ Achievement of a Bench, Obedience, Agility, Tracking, Field Championship or Master Hunter or NAVHDA Utility Test Prize I - \$300 (total including lesser titles in specific category)
  - viii) \_\_\_\_\_ Achievement of a Dual Champion or Versatile Champion or National Field Champion/National Amateur Field Champion - \$1,200 (total including lesser titles in specific category. Not to exceed total price of puppy)

#### B) Buyer's Responsibilities

- 1) Buyer agrees to provide the dog with proper exercise, diet, shelter and general care; to provide regular veterinary care including checkups, booster vaccinations or titers (as per #2 below), and heartworm preventative. The Buyer agrees to control said dog when off his/her premises and to avoid loss by theft, running away, damage by other dogs or otherwise.
- 2) The Weimaraner Club of America has established a special protocol for vaccinating Weimaraner puppies due to immune-deficiency problems in this breed. Buyer agrees to adhere to this protocol. . Buyer may also follow Seller's more conservative vaccination protocol. Not doing so may result in the voiding of the health guarantee. Depending on the age of the puppy at time of purchase will determine whether the puppy has had ANY vaccinations. See Exhibit One below for details.
- 3) Due to the varying kinds of dog food on the market and the different environmental conditions that dogs come in contact with, Buyer agrees to give NuVet daily supplements

at the manufacturer's suggested dosage for at least 2 (two) years. Failure to do so makes health guarantee null and void.

- 4) Buyer recognizes general characteristics of Weimaraners and accepts the risks and responsibilities of owning the dog; and will be responsible for ongoing, life-time socialization and training for the dog as appropriate for its age and level.
- 5) Buyer agrees to hold Seller harmless from any damages to property, other dogs or persons that may be caused by said dog.
- 6) Buyer agrees to complete the AKC Registration information at the end of this contract and Seller will register the puppy with AKC and NAVHDA
- 7) Buyer agrees to reimburse Seller for AKC and NAVHDA registration fees upon delivery of puppy and final payment.
- 8) Buyer will not resell or give away the dog without prior approval of the Seller. In the event that the Buyer is unable to keep the dog for any reason, Buyer will immediately contact the Seller, who has the first option to accept the return of the dog. Buyer may not receive compensation for return of said dog. In the event that the Buyer sells or gives away the dog without the Seller's prior consent, the Seller may seek damages in the value of the dog and consequential damages to the Kennel.
- 9) If the dog is returned to Seller, Buyer will execute AKC and/or NAVHDA registration to sole ownership of Seller. The dog will be in as good health as when dog was sold to Buyer and Buyer will provide vet/health records.
- 10) Buyer agrees to notify the Seller at least one week prior to any change of the Buyer's address.
- 11) Should the dog ever be abandoned, lost or stolen and Buyer has not made reasonable efforts to retrieve the dog, by default, Owner surrenders ownership in the dog to Breeder. Should Buyer wish to regain ownership of the dog, he/she must re-qualify for ownership. Breeder has the right to seek damages for the cost of veterinary, transport, shelter fees or any other expense incurred in the effort to recover the dog.
- 12) Buyer agrees to notify Seller if at any time the dog becomes critically ill.
- 13) Buyer accepts responsibility of preparing for and participating in the NAVHDA Natural Ability test before dog is sixteen months of age. The Buyer agrees that they are solely responsible for any expense incurred in order to test, including membership to NAVHDA International.
- 14) (If Applicable initial here \_\_\_\_/\_\_\_\_) Buyer accepts responsibility of preparing for and participating in IABCA Conformation show and to earn and International Championship once the dog is eighteen months of age. The Buyer agrees that they are solely responsible for any expense incurred in order to test, including membership to IABCA.

Buyer may participate in pre-adult age classes and earn pre-adult titles, however only the adult Championship title is eligible for rebate.

- 15) Buyer acknowledges that Seller has guaranteed only that the dog has the basic characteristics necessary to achieve the desired goal, and that the Seller cannot guarantee that the dog actually will achieve this goal.
- 16) (If planned to breed initial here \_\_\_\_/\_\_\_\_) Buyer will not breed dog at any time before the Seller’s removal of Limited Registration. Limited Registration will be removed and breeding will be permitted after the dog:
  - i) Has successfully earned Bench Championship with AKC, UKC, or CKC or if for a blue puppy, IABCA;
  - ii) Has successfully passed a NAVHDA field test or obtains a AKC Hunt Test title or earns puppy and derby points towards it’s AKC Field Championship; and
  - iii) Has been OFA hip certified “Good” or better and has OFA “Normal" elbows; and
  - iv) Has provided proof of normal thyroid function with a full panel thyroid test results from Michigan State University, Antech Diagnostics or equivalent laboratory.
- 17) (If not breeding initial here \_\_\_\_/\_\_\_\_) Buyer agrees he/she will not breed the dog under any circumstances unless prior written approval has been obtained from Seller. Buyer understands that Limited Registration will be removed and full registration will be granted upon spay or neuter of dog and certificate supplied by veterinarian.
- 18) Buyer has agreed to the implantation of a Home Again microchip. Buyer agrees to reimburse Seller for cost of Microchip. Seller agrees to register chip on line and include Breeder as the secondary contact at all times.
- 19) Buyer agrees that this contract will be bound by the laws of the State of California and that any dispute regarding this contract will be settled in a California State court in the county of Sacramento.

Reneé Viehmann  
**Blue River Weimaraners**  
[renee@blueriverweims.com](mailto:renee@blueriverweims.com)

Your Name

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**Included Addendums:**

- AKC Registration
- Co-Ownership (female)
- Co-Ownership (male)

## **EXHIBIT A**

### **Vaccination Recommendations**

The Weimaraner Club of America has established a special protocol for vaccinating Weimaraner puppies due to immune-deficiency problems in this breed. However, I tend to be more conservative than that. Buyer agrees to at least adhere to the WCA protocol if not my more conservative approach as outlined below. Not doing so may result in the voiding of the health guarantee. Note, titers may be used in conjunction or in place of additional vaccinations.

**WCA Policy on Vaccinating Weimaraners - 2011 Update** – please read full article in your puppy packet or visit the WCA website

8 weeks: Canine Distemper, Adenovirus Type 2, Parainfluenza- Parvovirus

12 weeks: Canine Distemper, Adenovirus Type 2, Parainfluenza- Parvovirus

15-16 weeks: An antibody titer is recommended to confirm immunity since a small proportion of puppies may still not be covered.

Puppies showing no evidence of antibody production in the titer should be re-inoculated.

The use of Corona, Leptospirosis, Bordatella and Lyme vaccines are not recommended unless these diseases are prevalent in the area; and should never be administered along with the core vaccines listed above, but rather separately, and at a time when the pup's immune system is mature. Rabies vaccinations should be given as required by law, but not coincident with other vaccinations. If possible, wait until the puppy is older than 16 weeks.

**BlueRiver Weimaraners** – conservative approach

8 weeks: Parvovirus

12 weeks: Canine Distemper

15-16 weeks: An antibody titer is recommended to confirm immunity since a small proportion of puppies may still not be covered.

1 year: Rabies

Annually: antibody titer for Parvo/Distempter

