

**Little Brownies Kennel – American Water Spaniels**  
**Paul and Lynn Morrison**  
**11450 Durand Rd., Howell MI 48855**  
**517-552-1663 or [prmaws@aol.com](mailto:prmaws@aol.com)**

Sales Agreement

This sales contract is executed by and between Paul and Lynn Morrison, a.k.a. Little Brownies Kennel, (herein known as “sellers”) and \_\_\_\_\_ (herein known as “buyer(s)”) in regards to the sale of a purebred American Water Spaniel puppy (herein known as “puppy” ) whelped on \_\_\_\_\_.

I. GENERAL CONTACT TERMS

The puppy is being sold for a purchase price of \$\_\_\_\_\_. The buyer(s) accept all responsibility for shipping cost and any additional care charges incurred beyond the age of nine weeks.

A. Conditions of Refund

1. The sellers agree to refund up to 75% of purchase price if the puppy is returned, regardless of the reason, to the seller within one year of purchase.
2. After one year from purchase, any refund provided to the buyer(s) after returning the puppy, may be substantially less than 75% and will be made at the sellers’ discretion.
3. The buyer(s) are to return the puppy along with signed AKC registration papers.
4. The buyer(s) accept(s) responsibility for all costs incurred in returning the puppy to the sellers.

B. Conditions of Partial Refund due to health issues

The sellers agree to refund a portion of the purchase price, amount to be determined by the sellers, if:

1. The puppy should be diagnosed with bilateral hip dysplasia between the age of 24 and 30 months of age. The puppy must be x-rayed for evidence of hip dysplasia by a licensed veterinarian. The x-rays must be submitted to the Orthopedic Foundation for Animals (OFA) for evaluation. This will be done at the expense of the buyer(s).
2. The puppy should fail to pass an OFA eye exam due to genetic abnormalities between the age of 24 and 30 months of age. The puppy must be examined by a board-certified veterinary ophthalmologist. The findings must be submitted to the OFA. This will be done at the expense of the buyer.
3. The puppy is found to have a debilitating genetic disorder prior to the age of 36 months. The buyer(s) shall provide the seller with a written determination of the dog’s condition within 60 days of diagnosis. The sellers reserve the right to have their veterinarian review the case with the buyer(s) veterinarian. Any form of refund or replacement SHALL NOT be made without the buyer(s) supplying certification that the dog has been neutered, spayed, or euthanized. The buyer(s) shall be responsible for the cost of diagnosis, neutering, spaying, or euthanizing the puppy.

II. CONDITIONS OF OWNERSHIP

- A. Should the buyer(s) not be able to or want to keep the puppy for ANY reason, the sellers hold the right of first refusal, requiring that the puppy and its signed AKC registration papers are to be returned to the sellers, unless otherwise agreed upon in writing.
- B. The buyer(s) agree(s) to maintain regular contact (at least yearly) with sellers and include the following: health information, training progress, any questions or problems, and photos of their dog. This information is invaluable to the sellers in evaluating their breeding program.
- C. The buyer(s) agree(s) to have the puppy examined by a licensed veterinarian within 48 hours of the buyer(s) taking possession of the puppy. Failure to do so, without prior agreement, shall void the health warranty.
- D. The buyer(s) agree(s) to the following for the remainder of the puppy's life:
  - a. To vaccinate the puppy against distemper, hepatitis, leptospirosis (if needed in the buyer(s) area), parvovirus, and rabies as recommended by a licensed veterinarian.
  - b. To maintain the puppy on heartworm preventative during mosquito season with a blood check for the presence of heartworms as recommended by a licensed veterinarian.
  - c. Feed the puppy a complete and balanced commercial dog food approved by the AAFCO (Association of American Feed Control Officials).
  - d. To care for the puppy humanely (including adequate food, shelter, water, and veterinary care), and to license the puppy in accordance with the laws in the jurisdiction in which the buyer(s) resides.
- E. The buyer(s) agree(s) to register the puppy with the American Kennel Club within six weeks of taking possession from the sellers. Failure to complete such registration shall cause Section 1, subsection B, of this agreement void. The prefix of the puppy's AKC registered name shall be "**Little Brownies**" with the remaining letters to be of the buyer(s) choice.

III. DISCLAIMER/CHOICE OF LAW

The sellers make no representations, warranties or guarantees other than those described above regarding the health, temperament or level of performance of the puppy in competitive activities.

In the event of a dispute over the terms of this Agreement or the sale of the puppy, Michigan will be the state having jurisdiction over the matter and Michigan law will control the resolution of any dispute.

Signature below indicates that all parties agree with the terms outlined above.

Sellers: \_\_\_\_\_ Sellers: \_\_\_\_\_

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

Buyer(s): \_\_\_\_\_ Buyer(s): \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_