

WISCONSIN WEIMARANERS, LLC PUPPY PURCHASE AGREEMENT

This agreement is entered into between Wisconsin Weimaraners, LLC (The “Breeder”) and _____ (The “Buyer”). Together the Breeder and the Buyer shall be referred to as the “Parties”. The Breeder agrees to sell and the Buyer agrees to buy one Male/Female Weimaraner puppy (The “Puppy”). The purchase price shall be \$1,200.00 for the Puppy. A minimum non-refundable deposit of \$200.00 is required to reserve the Puppy. This deposit may be assigned by the Buyer to a subsequent litter should the Buyer wish to do so. The remaining balance shall be due at the time the Puppy is picked up by the Buyer. All payments shall be payable to the Breeder in cash or by cashier’s check or money order. No personal checks shall be accepted.

1. Guarantee

The health and future happiness of the Puppy are of the utmost importance to the Breeder.

The Breeder offers a full health guarantee of the Puppy against any Genetic Disease for two years from the date of this agreement. Genetic Disease is defined as a disease caused by the absence of a gene or as the byproduct of a defective gene (“Genetic Disease”).

Genetic Disease in the Puppy needs to be determined by two veterinarians at two different veterinarian clinics, as certified in writing, and also confirmed by a third veterinarian to be selected by the Breeder. If Genetic Disease is diagnosed in this manner, the Puppy may be returned to the Breeder and replaced with a new puppy as soon as the Breeder has one available. This shall be the sole remedy available to the Buyer. No other remedy shall be provided to the Buyer by the Breeder. Breeder does not assume responsibility for any veterinary expenses incurred by the Buyer on behalf of the Puppy.

2. Seller’s Conditions

The Breeder has the right to refuse the sale of a puppy to anyone. Health and safety are not only important for our adult dogs, but it is also extremely important for all of our puppies and the homes they will be placed in. The Breeder treats every puppy as though they are our own and we must feel comfortable with the Buyer and how they are going to treat the Puppy. Buyer agrees to provide the Breeder with updated pictures and information regarding the Puppy’s wellbeing throughout its lifetime.

Buyer is welcome to visit our home to see exactly where the Puppy and its parents are kept and raised. The Breeder does not have a kennel setting and our dogs are never confined in any way. Weimaraners are very energetic dogs that need a lot of exercise and cannot be kept outside or confined. The Buyer must have sufficient space available to accommodate the needs of a Weimaraner in order to purchase the Puppy.

3. Buyer's Obligations

If the Puppy cannot be kept by the Buyer for any reason, the Puppy needs to be returned to the Breeder regardless of its age. The Puppy is not to be re-sold, re-homed or surrendered to an animal shelter or humane society. The Breeder will find the Puppy a new home. The Puppy is sold with lineage papers and must be spayed or neutered within a reasonable period of time after it is purchased. The Buyer agrees that they cannot breed the Puppy under any circumstances and covenants not to do so. The Buyer further agrees that the Breeder would suffer irreparable harm should the Buyer breed the Puppy and that as such the Breeder shall specifically be entitled to obtain injunctive relief against the Buyer to prevent the Buyer from breeding the Puppy. The Buyer further specifically agrees that the Buyer shall surrender any and all gross profits the Buyer receives from the sale of any offspring that the Puppy may have, give birth to or sire. Said gross profits shall be surrendered to the Breeder immediately should the Buyer violate this provision of the Parties' agreement.

4. Breeder's Obligations

The Puppy will have dew claws removed, tail docked and all age appropriate shots received (Consistent with their age appropriate treatment at the time they are received by the Buyer). The Puppy shall be micro-chipped, have a health certificate, lineage papers, the above-mentioned health guarantee and shall come with a new puppy package. A new puppy package consists of: _____

5. Miscellaneous Provisions

The parties agree that the warranties and remedies set forth in this agreement shall be the only warranties and remedies available to the Buyer under this contract and that there shall be no other warranties, guarantees or remedies, either express or implied, provided to the Buyer.

The Parties agree that the interpretation of this contract, and any dispute arising out of this contract, shall be governed by the laws of the State of Wisconsin. This agreement shall be interpreted according to its plain meaning and not strictly for or against either party on the basis that one party drafted this agreement. The venue for any dispute arising out of this agreement shall be the Brown County Circuit Court in Green Bay, Wisconsin. THE BREEDER AND BUYER BOTH, TO THE FULLEST EXTENT PERMITTED BY LAW, SPECIFICALLY WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY AND ALL DISPUTES THAT MAY ARISE PURSUANT TO OR RELATED TO THIS AGREEMENT. The Parties agree that any changes, corrections or revisions to this agreement must be approved by the Breeder and the Buyer by signed written agreement.

(ALL SIGNATURES ON THE NEXT PAGE)

THE BUYER:

Buyer: _____

Date: _____

(Printed Name)

Buyer: _____

Date: _____

(Printed Name)

Buyer Address: _____

Buyer Phone: _____

Buyer Email: _____

THE BREEDER

WISCONSIN WEIMARANERS, LLC:

Seller: _____

Date: _____

Cynthia Gauthier, Managing Member Of
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