Contract  
Sarah and Kyle Penick  
222 Davis Mill Rd.  
Elkton, KY 42220

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www.bourbonwaternewfs.com

SHOW/PET PURCHASE/GUARANTEE

Sarah and Kyle Penick agree to sell the Newfoundland described below to:

Name:

Female DOB: Color:   
Pet ( ) or Breeding ( ) Price:   
Sire:

Dam:

The puppy will be paid in full, plus shipping fees (if applicable), before the puppy is scheduled to be shipped.

1) The show potential (full registration) female Newfoundland will not be used for breeding before the age of 24 months or on or after he females 3rd heat cycle unless special circumstances are noted.

2) Puppies are sold on a 72 hour trial basis, during which time the buyer’s veterinarian can examine the puppy.

If found has congenital problem can be returned for replacement puppy when available. If NOT taken to the vet within 72 hrs. guarantee is void. No guarantees against parasites.

**Sale of Get:**

The buyer agrees that this Newfoundland will not be sold to any pet shop, dog farm, wholesaler, or any agent for the same, for any reason whatsoever, or to ever breed to any other than a registered Newfoundland. The buyer also agrees that he/she is not any of the above. The breeder will take back dog anytime in the puppies lifetime if owner can not keep anymore. The dog is to be returned to the breeder at no charge unless discussed. If puppy is not returned will be a $1000.00 fine unless the breeder approves in writing. No guarantee is made that this dog will reach any particular size, weight or have any particular features. Proof that the following criteria have been met will be asked for prior to honoring this guarantee.

1. Newfoundland must be owned by the original buyer named in this guarantee.
2. Newfoundland must not have been subjected to heavy or extreme exercise.
3. Newfoundland must not have been used for breeding purposes prior to 24 months or females 3rd heat cycle, if full registration rights were purchased.
4. Newfoundland has been provided proper diet and vet care, to keep the dog well groomed; to provide a clean and safe environment for the dog to live in; to give the dog proper attention and will not abuse or neglect the dog. If the dog is chained, left to roam at large, kept in unsanitary conditions this contract becomes null and void. If the buyer breaks any of the above agreements, the buyer, without fee, surrender the dog and AKC papers back to Sarah Penick upon demand.
5. If hip or elbow dysplasia is detected prior to 1 year of age the buyer must provide OFA prelim certification failure documentation, or (for hips only) PennHip percentage less than 45, and only if this is a crippling ailment.

In the event or sudden demise of this Newfoundland, Sarah and Kyle Penick must receive a written notice of the dogs death from the buyers veterinarian along with an autopsy report indicating the cause of death.

In the event of suspected severe dysphasia, the following procedures must be followed:  
NOTE: THIS AGREEMENT WILL BE VOID IF THE NEWFOUNDLAND HAS BEEN EUTHANIZED WITHOUT OUR BEING NOTIFIED AND OR CONSULTED.

1. Notify Sarah Penick by phone or certified letter.
2. Submit x-rays of the Newfoundland to Sarah Penick

for evaluation by our vet/OFA.

1. Sarah Penick reserves the right to have the

Newfoundland examined or x-rayed by a vet of her

choosing (at Sarah Penick’s expense)

1. Must have DEFINITIVE and SPECIFIC diagnosis.

Sarah Penick provides no other warranty or guarantee, expressed, or implied regarding the Newfoundland including fitness or showing and/or breeding, as it is impossible to predict the future development of a puppy.

Guarantee is valid for 1 year/12 months from birth date (unless owner opted for NuVet supplement 2 year health guarantee option). All money received is non- refundable. The puppy is only guaranteed for 12 months from the purchase date against any congenital defects that caused the puppy not to be able to function as a pet. We will replace the Newfoundland with a puppy of equal value from a subsequent litter. We will replace the puppy if euthanasia is unavoidable.

Sarah Penick reserves the right to inspect the conditions under which the Newfoundland is living to insure compliance with the conditions of this agreement.  
In signing this agreement, I understand the terms and conditions herein and not complying is breech of contract and the breeder has legal right to reclaim the dog.  
This contract shall be subject to the laws of the state of Kentucky.

Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

A “replacement” is a puppy of the same quality, color and sex, unless a different color and sex is agreed upon by both breeder and purchaser. All travel expenses are the responsibility of the owner/purchaser.

A non- treatable life-threatening disease is one in which the probable prognosis is death. If a disorder can be treated and controlled medically, it is NOT life threatening. ​