



Wind Dancer Silky Terriers Companion Spay/Neuter Contract

1. I/WE, the purchaser/s, have been given a list of the Silky Terrier Club of America Code of Ethics and by the signing of this contract do hereby agree to abide by them while owning this Silky Terrier.

2. In addition to the S.T.C.A. Code of Ethics, I/We also agree to the following conditions set down by the breeder for the betterment of the breed, the protection of this Silky Terrier, and the reputation of the breeder's kennel. Such conditions are as follows:

3. This Silky Terrier will not be a kennel dog. (That is, to not reside in a kennel, a confined structure, nor pen; on a permanent nor semi-permanent basis.) Nor will this dog be chained or tied, but shall be able to freely move about and exercise in ample space befitting its breed.
 - a) We do hereby state that we are purchasing this Silky Terrier as a companion and shall provide for it as a member of the family. In addition, we are purchasing this Silky Terrier as a Companion.

 - b) I/We, agree to provide this Silky Terrier with quality food, ample fresh water, and considerate companionship on a daily basis as a family member. We further agree that appropriate veterinary care with regular shots and wormings will be provided regularly.

4. I/We, have been instructed by the breeder that **socialization is extremely important** in the proper rearing of a Silky Terrier puppy to become a temperamentally stable adult dog and canine good citizen. I/We, by the signing of this contract, do hereby make absolute promise that this Silky Terrier puppy shall receive socialization with people and other dogs **on a regular basis**. Should, at any time, this Silky Terrier be mistreated by reason of abuse or neglect the breeder reserves the right to take back immediate possession of the dog without reimbursement to the owner. Should this clause need to be enforced,

the owner shall forfeit the dog's AKC registration papers to the breeder within 7 days of the breeder taking possession of the dog.

5. The purchaser agrees to notify the breeder if they change address, or telephone number to allow the breeder to keep track of the dog.

6. The purchaser of a new puppy agrees to use the breeder's kennel name as a Prefix [i.e., Wind Dancer or Windancer] upon the naming of the puppy on AKC registration papers.

7. If [for whatever reason] the purchaser can not or does not wish to maintain custody of this Silky Terrier [at any time during its lifetime] ownership shall revert directly back to its breeder, including all AKC papers. At no time may this Silky Terrier be sold, given, or ownership transferred in any way, to a third party without expressed written, signed and notarized, agreement from its breeder and no other excuse shall be valid.
 - a) Transportation in return of the dog to the breeder shall be the responsibility of the dog's owner. They agree to help with the transportation in getting the dog back to the breeder, or authorized contact. The owner shall pay all expenses incurred in return of the dog.

 - b) The breeder agrees to reimburse the owner for the price of the dog/bitch after it is resold, at the fair price it is resold, which the breeder shall deem as reasonable. The owner understands that the breeder will take into consideration the dog's age, health, and temperament conditions in the reimbursement price of the dog, and that the refund price shall be minus the breeder's expenses incurred on the dog. Owner understands that an older dog can not be reimbursed for the same price as a puppy and many times older dogs are "placed" and not resold.

 - c) In the event that the dog has not received adequate socialization nor has health concerns not related to its breeding, the breeder may use any refund due the owner for rehabilitation for the benefit of the dog. Copies of receipts shall be provided to the original owner upon request. In any, and all, cases; **both parties agree that the very first concern shall be for the welfare of the dog.**

 - d) In the event that the dog is placed with a third party instead of being returned to the breeder the principle owner agrees to reimburse the breeder in full for any and all expenses in retrieval of the dog, including

transportation and any and all reasonable attorney fees; plus any monies allowed by the court.

- e) Any litigation commenced shall take place in the state and county of Bernalillo, New Mexico. Either party shall contact the second party in notification of such action and proof of such notification shall be provided to the court. In the event of their absence from court on the date set forth, both parties do hereby agree to abide by the decision of the court of Bernalillo County, New Mexico; and further understand that action to enforce the decision of this court will be taken within their state, or any state or county, to execute the decision of the court of Bernalillo County, New Mexico.

Spay/Neuter Provision

- 8. For the protection of the breed, the health and well being of this Silky Terrier, and the protection of the Silky Terrier population, the new owner realizes that this Silky Terrier is sold with limited registration and will not be allowed to be bred and shall never be allowed to produce a litter.
 - a) The new owner hereby agrees to spay or neuter this puppy before its 7 (seven) month birthday.
 - b) Within 14 days of completion of this procedure the owner shall supply the breeder with a, hand signed, letter from the veterinarian on their Clinics Letterhead.
- 9. The breeder will provide, to the new owners, at least a three generation pedigree (up to a seven generation upon request), a signed AKC (American Kennel Club) registration or transfer, complete instructions on care and feeding, a written statement of health by a veterinarian, and a record of inoculations and worming.
 - a) It shall be the responsibility of the purchaser to register this puppy with The American Kennel Club, within (4) four weeks of taking possession of this puppy.
- 10. The new owner has the right to, and is advised to by the breeder, to have this Silky Terrier examined by a veterinarian of their choice, (within seven days upon taking possession). If, within one week, the Silky Terrier is found to be in ill health after being examined because of breeding or early kennel care they may return the Silky Terrier for a full refund or another puppy (*upon availability*).

- a) Should the purchasers decide to not keep the Silky Terrier, for other than health reasons, they have a seven day grace period to return it and shall receive an immediate refund with the return of the healthy Silky Terrier, minus the One Hundred dollars sincerity deposit fee and transportation expenses to return the dog to the breeder.

- b) Any time after the seven (7) day grace period, should the owner decide to not maintain custody it shall be returned to the breeder and the owner shall receive reimbursement at which time the puppy/dog is sold.

- c) In the event that litigation is commenced to enforce any of the terms of this Agreement the breeder's, being **Philip and Teresa Gallegos**, shall be entitled to the costs thereof, including reasonable attorney's fees and expenses.

- d) In the event that litigation is **commenced** by the breeder due to 'breach of contract' committed by the purchaser, the purchaser shall forfeit any monetary refund due the purchaser upon court awarding return of the dog to the breeder.

Provision for Pet Puppy

This ____ day of _____, 19__, I/We, the purchaser/s agree to pay the sum of:

- \$1000.00 -- One Thousand US dollars for a female Pet Silky Terrier, puppy or
- \$800.00 -- Eight Hundred US dollars for a male Pet Silky Terrier, puppy.

This puppy was whelped __/__/20__, AKC registration number _____.

Name of dog (if known):

Wind Dancer _____

11. We understand the original purchase price on a Pet Puppy from this litter is \$1,000.00. (One thousand dollars) for a male puppy or \$1200.00 for a female puppy. We understand by offering this special reduced price, in essence, the breeder is paying for:

Spay or neuter of this Silky Terrier puppy.

In exchange for the *special purchase price* of \$800.00 (eight hundred dollars) for a male puppy or \$1200.00 for a female puppy, instead of paying a higher price for the puppy; we do hereby agree, and make absolute promise to fulfill the following conditions:

Spay/Neuter Requirements. We agree to spay/neuter this puppy before it reaches 7 months of age.

Proof of spay/neuter must be presented to the breeders within thirty (30) days after the dog's seven-month birthday. This may be in the form a letter, or vet statement, from your veterinarian on his/her letterhead.

Failure to Comply with Spay/Neuter Provision

12. We agree that if these conditions are not met within the time frame described herein, then the following conditions shall apply:

- a) The breeder has the right to take possession of the dog and have it spayed/neutered by their kennel veterinarian. Copies of all receipts will be provided to the owner. Upon payment of these receipts, which shall include breeder's transportation and lodging, the dog will be returned to the owner. Should receipts not be paid within 30 days, the owner shall sign ownership of dog back over to the breeder, including all AKC papers and breeder shall commit to item 7D of this contract concerning reimbursement to the owner. Breeder also has the right to enforce item 12b of this contract should litigation be necessary.
- b) In the event that the owner breeds, or attempts to breed, this dog. Breeder has the right to assume legal custody of the dog, including all AKC papers, without any reimbursement to the owner. The owner hereby agrees to also forfeit every puppy from any litter, which a bitch may be carrying, or if male; sired by. All puppies will then be spayed/neuter and placed into Rescue homes. Any and all profit from sales of such puppies shall be donated to Silky Terrier Rescue or The American Humane Society. Any stud fee incurred by the breeding of a bitch shall be the responsibility of the owner who bred the bitch.
- c) In the case of extenuating circumstances where the dog can not, or should not, be spayed/neutered at that time, the owner shall provide the breeder with a veterinarian's statement of reason and this shall include a probable time for which the procedure may be completed.

13. I/We the undersigned, have thoroughly read and understand the contents of the entirety of this contract and its provisions herein. I/We do hereby acknowledge this to be a true and binding contract and by my/our signature/s we do hereby agree, and make absolute promise, to abide by its terms, conditions including the Spay/Neuter Provisions stated herein.

Purchaser Name (Print)

Purchaser's Signature & Date

14. As Silky Terrier breeders dedicated to the breed and as members in good standing of the Silky Terrier Club of America (S.T.C.A.), we recognize our responsibility to breed only the best specimens to compliment the betterment of the breed. We sell/adopt this Silky Terrier, feeling in good faith it is a healthy and respectable compliment of its breed. We hereby acknowledge this to be a true and binding contract. We agree, and make absolute promise, to fully abide by its terms and conditions. We further agree to offer guidance to the purchaser in the rearing of this Silky Terrier.

Breeder Name (Print)

Breeder's Signature & Date