

# *Herbst Briese Kennels*

*Dogs By Design*

4056 Laveta Drive  
Loveland, CO 80538

## **CONTRACT AND BILL OF SALE**

Herbst Briese Kennels, hereinafter known as Seller agrees to sell one female German Shorthaired Pointer puppy, Herbst Briese \_\_\_\_\_, whelped \_\_\_\_\_ to \_\_\_\_\_, Buyer, for the sum of \$800. A \$200 non-refundable deposit has been collected on \_\_\_\_\_. In the event that said puppy is not available, due to acts of nature beyond the control of the Seller, full refund will be made to the Buyer or Buyer will be moved to next available litter.

This litter will be registered with both the American Kennel Club and NAVHDA (North American Versatile Hunting Dog Association). The registration numbers are \_\_\_\_\_ and \_\_\_\_\_.

The Buyer is completely responsible for the care and management of the pup from the time of delivery.

Upon successful completion of a NAVHDA Natural Ability test (resulting in a prize category and a score of 90 points or better) the seller agrees to refund the buyer the sum of \$50.00 from the puppy sales price. Upon successful completion of a NAVHDA Utility test (results must be a Prize One or Two) the Seller agrees to refund the Buyer the sum of \$100 from the puppy sales price.

## **PUPPY GUARANTEE**

1. The dog is a purebred German Shorthaired Pointer and a correct pedigree will be provided to the buyer.
2. The puppy is healthy. At the expense of the buyer, the puppy must be taken to a Veterinarian within 14 days of purchase. If the puppy is found to be unhealthy, the buyer will receive a 100% refund, providing the dog is returned immediately to the seller. This does not include conditions that are the result of the buyer's negligence or accidental occurrence.
3. The dog is free of hereditary crippling defects detectable by twenty-five months of age. If such defects should appear, one of the following will apply, at the discretion of the Seller.
  - a. Refund of the purchase price if returned to the Seller.
  - b. Replacement of the pup provided the pup is returned to the Seller.
  - c. Since a great deal of time, money and emotion will have been invested in the puppy by the Buyer, and properly treated, some serious hereditary faults will not render the dog unfit to hunt, one half of the purchase price will be refunded upon receipt by the seller, of acceptable verification of said fault and confirmation that the dog has been neutered or spayed and properly treated for said fault.
4. This puppy has been carefully socialized and shows no temperament problems at the time of sale. Should your puppy develop severe shyness, not environmentally caused, a. or b. of paragraph 3 above, will apply, at the discretion of the seller.
5. The seller cannot be responsible for the handling and development of the dog.
6. If buyer(s) determines that the puppy will not fit their needs, the seller reserves the first right of refusal to purchase said puppy at a price agreed upon by Buyer and Seller. Purchase price will not include applicable freight charges to return the puppy to seller.

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Signed and agreed to this date Saturday, June 28, 2008

SELLER: \_\_\_\_\_

Lynn N. Erickson  
Herbst Briese Kennels  
4056 Laveta Drive  
Loveland, CO 80538  
763-238-3250  
e-mail: vcgspangel2@msn.com

BUYER \_\_\_\_\_