



Westwind
WHEATENS

Sherry & Steve Akers
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Westwind PURCHASE AGREEMENT/ DEPOSIT RECEIPT

The following agreement is between **Sherry & Steve Akers, Westwind Wheatens** (breeders/owners), hereafter referred to as "Seller" and _____, hereafter referred to as "Purchaser".

In consideration of a purchase price of ONE THOUSAND SEVEN HUNDRED NINETY FIVE and no/100ths (\$1,795.00) Dollars (INCLUDES all sales taxes), payable \$200.00 upon execution of this agreement, and \$1,595.00 balance in full upon assuming possession of the puppy or prior to shipping of puppy. Seller agrees to transfer to Purchaser all right, title, and interest of Seller in and to the Soft Coated Wheaten Terrier male/female puppy described below as soon as Seller determines the puppy is ready for delivery of possession to Purchaser.

All of our puppies come with:

- 🐾 AKC Limited Registration (companion pet only, no breeding)
- 🐾 AKC Puppy Protection Package
- 🐾 Health Record folder with all deworming & vaccination records
- 🐾 Two year Health Guarantee, see below for terms
- 🐾 Pedigree Certificate with 5 generation pedigree
- 🐾 Puppy kit with several printouts on house training, grooming and health information
- 🐾 Puppy's first rope ball toy & a hand towel with their siblings scent for comfort
- 🐾 Baggie of puppy food containing enough for 3-4 days

DEPOSIT GUARANTEE:

- 🐾 The Seller guarantees Purchaser the right to purchase a puppy from the below listed litter. Seller accepts a limited number of deposits for each gender per litter and reserves per the order the deposits were received.
- 🐾 If there are more deposits than puppies whelped, Purchaser will be offered a puppy from the next litter bred.
- 🐾 If there are not enough of the chosen gender whelped, Purchaser will be offered a puppy of the opposite gender from current litter, if available, or from the next litter bred.

DESCRIPTION OF DOG:

Date Whelped:	_____	Color:	WHEATEN
Place of Birth:	RED OAK, IA	Sex:	_____
Litter Registration #:	_____	AKC #:	_____
Sire:	_____	AKC #:	_____
Dam:	_____	AKC #:	_____

HEALTH GUARANTEE:

- 🐾 1) The Seller guarantees this dog to be of sound health and temperament at the time of this sale.
- 🐾 2) This puppy is guaranteed until two years of age against fatal and life-altering congenital disease which adversely affects the health of the dog. This includes severe hip dysplasia, which hampers a dog's natural movement and requires surgery to correct, heart, kidney, pancreas, liver, and spine problems of a severe life-threatening or life-altering nature. If the dog dies within its first two years of life, the Purchaser will pay to have it autopsied to determine the reason. If the reason is congenital, the Seller will replace the puppy at Seller's expense at Seller's place of business. Seller will not be required to pay cost of re-delivery to Purchaser.
- 🐾 3) All items covered under this guarantee are by replacement only. We do not give refunds.
- 🐾 4) Seller will not be responsible for any medical expenses incurred.
- 🐾 5) Purchaser is aware that buying a puppy means trips to the veterinarian and understands that they will be responsible for all those payments.
- 🐾 6) The puppy has received proper vaccinations and wormings as of the date of delivery. The Purchaser has been informed of these and provided with a health folder showing all and a list of future vaccinations required and wormings which will be due.
- 🐾 7) A puppy showing any serious genetic or congenital defect will be replaced as follows: Dog must show the defect by two years of age. Seller must be notified of the problem within two business days of a licensed veterinarian's determination, and Seller will provide a replacement puppy of equivalent value. A puppy with a defect must be returned or euthanized with the prior permission of the Seller to qualify for a replacement puppy. No refund, in part or in full, will be given. The Seller will replace the puppy at Seller's expense at Seller's place of business. Seller will not be required to pay cost of re-delivery to Purchaser.
- 🐾 8) This guarantee does not include hypoglycemia, coccidian or Kennel Cough, which are not considered life-altering or life-threatening conditions under this agreement. Kennel Cough is self-limiting and like the common cold, it must run its course.

- 🐾 9) This guarantee does not cover disorders which may be produced by environmental factors, including thyroid dysfunction, allergies, demodectic mange, and any other autoimmune disorder.
- 🐾 10) This guarantee does not cover any physical problem which is or appears to be the consequence of injury.

CONDITIONS OF SALE:

- 🐾 1) Purchaser agrees to have this dog examined by a licensed veterinarian of Purchaser's choice within 72 hours of taking possession as a condition of Seller's Health Guarantee above. Should the dog be determined by Purchaser's veterinarian to be in ill health, Purchaser will furnish Seller a copy of the written diagnosis from Purchaser's veterinarian, and if Seller agrees or such diagnosis is confirmed by Seller's veterinarian, the dog may be returned for replacement by another dog of equal value.
- 🐾 2) A returned puppy must be returned to the Seller in good condition, other than the specified problem, at the Purchaser's expense. The Purchaser will then qualify for a replacement puppy. On a replacement puppy, the Purchaser is responsible for transportation costs to and from the Seller. A replacement puppy will not be provided if the puppy has been bred or euthanized without Seller's permission. Replacement puppy will be mutually agreed upon by both parties and puppy will be of comparable quality.
- 🐾 3) Any diagnosis by a veterinarian chosen by Purchaser shall be subject to confirmation by a veterinarian chosen and paid for by Seller. Should Seller's veterinarian not concur with the diagnosis of Purchaser's veterinarian, Seller will have no obligation to replace the dog at no cost to Purchaser, but may in Seller's discretion offer to provide a replacement puppy at a discount to Purchaser.
- 🐾 4) Purchaser agrees this puppy is being purchased as a companion animal [pet] only, and not for breeding purposes.
- 🐾 5) Purchaser agrees to have this puppy spayed/neutered on or before puppy's attained age of one year. Proof of completion shall be furnished to Seller upon Seller's demand and if Purchaser fails to provide such proof, Seller is given the option to resume full ownership of the dog at a price * to be mutually agreed upon by both parties.
- 🐾 6) If at any time the Purchaser can no longer retain possession of this dog, the Seller is to be notified and given FIRST OPTION of resuming full ownership at a price* to be mutually agreed upon by both parties.
- 🐾 7) Purchaser agrees to provide regular veterinary exams and vaccinations as well as the proper daily maintenance and quality foods to keep the dog in good health.
- 🐾 8) Purchaser agrees to inform Seller at once if problems develop and to follow all veterinary recommendations for their solution. If these things are not done, all guarantees are void.
- 🐾 9) Under NO CIRCUMSTANCES is the dog to be placed in a pet shop, animal shelter, or similar establishment. Upon breach or failure of this condition, Seller is granted the right to retake ownership and possession of the dog at Purchaser's expense. In lieu of placement in a pet shop, animal shelter, or similar establishment, Purchaser shall proceed as set forth in the sixth condition of sale herein.
- 🐾 10) All Guarantees pertain to the original Purchaser only.
- 🐾 11) Agreement of all conditions will be verified through Purchaser's payment for the puppy.
- 🐾 12) This contract is binding upon Purchaser and Seller and is the final agreement for purchase and sale of the dog. Failure of Purchaser to satisfy any of the conditions of sale imposed on Purchaser shall void any conditions imposed upon Seller of benefitting Purchaser.
- 🐾 13) Purchaser agrees by signing this agreement, that they fully understand this contract. This contract is under the jurisdiction of the State of Iowa, in the county of Montgomery. It is understood that the place of venue will be in Montgomery County, Iowa.
- 🐾 14) Puppy will be at least eight weeks of age before it will be adopted.

* This would take into consideration the costs incurred by the breeder in caring for the dog and locating a new home. The dog will be returned with the AKC papers and any medical records.

DEPOSIT RECEIPT:

By my/our signature(s), the Seller(s) acknowledges receipt of non-refundable Surety of Action deposit toward purchase of above listed puppy.

<i>Sherry Akers</i>	<i>08-24-2020</i>	<i>Steve Akers</i>	<i>08-24-2020</i>
_____ Seller/Owner	_____ Date	_____ Seller/Co-Owner	_____ Date
SHERRY AKERS		STEVE AKERS	
_____	CH #	\$200.00	_____
Date payment received	Method of payment		

UPON DELIVERY OF PUPPY:

By submitting final payment and taking possession of the Soft Coated Wheaten Terrier male/female puppy described above, the undersigned Purchaser(s) have read, understood and agrees with the terms of this contract.

_____ Purchaser/Owner Signature	_____ Date	_____ Purchaser/Co-Owner Signature	_____ Date
_____		_____	
Physical Street address/Phone number		Mailing address	
_____		_____	
City, State, Zip		City, State, Zip	

By my/our signature(s), Seller(s) transfers in fee simple to Purchaser, all rights, privileges and responsibilities associated with the ownership of the Soft Coated Wheaten Terrier male/female puppy described above.

_____ Seller/Owner	SHERRY AKERS	_____ Date	_____ Seller/Co-Owner	STEVE AKERS	_____ Date
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Westwind Wheatens Purchase Agreement