

Puppy contracts – what to expect, what to look for.

Most breeders use a puppy contract so that everyone involved is informed about what to expect. A contract tells you what your breeder will do in case of a problem and what you are expected to do including some basic care of your new puppy. Some breeders have 2 kinds of contract, one for pet puppies and one for show puppies. In most cases, a “show” contract will be more complicated and cover details about showing and breeding of the dog. A “pet” contract should cover more basic things.

Some breeders do not use written contracts. When they don't, you must rely on their integrity and track record.

There are a number of clauses that are common in most puppy contracts.

- 1) That the puppy should be examined by a veterinarian within X hours/days of purchase. This clause is placed there to ensure that you have received a healthy puppy. This clause should always include what the breeder will do if the puppy is found to be .Will they refund your money? Will they replace the puppy? Will they cover medical expenses?
- 2) Pet Contract: That the puppy is to be sterilized (spayed or neutered) and (perhaps) at what age to get it done. This avoids any unplanned pregnancies or obnoxious male dog behaviour. Some breeders specify a certain age range for this to occur.
- 3) What the guarantee covers. Most breeders will guarantee for genetic disorders including hip dysplasia. It is up to the breeder to decide what kind of genetic disorders are covered and whether they are only guaranteed if they are “serious”. Whatever is guaranteed and to what extent should be clearly stated. However, it is impossible to list all the possible genetic disorders that may occur so the contract may appear vague. It is very important to discuss what will happen for problems not specifically listed in the contract. Some contracts will cover a disorder only if it is “serious” for example, hip dysplasia only if it is rated as Moderate or Severe but not if it is rated Mild.
- 4) How long the guarantee lasts. Some breeders guarantee puppies for their entire life. Some only guarantee for a fixed period of time. While guaranteeing for life is admirable, it may be unrealistic. Also, as the dog ages it is more difficult to tell if some disorders are caused by genetics or the environment (ie. Epilepsy). Most serious genetic disorders appear at a relatively young age in dogs and many can be determined by testing before the dog turns 3 years old.
- 5) What will happen should a problem arise. The amount of “remuneration” for a problem varies widely. It can range from replacement of the puppy to a full refund. Some contracts will only give full replacement or refund if the puppy is returned, while others recognize that you are unlikely to return the puppy yet still deserve some compensation.
- 6) Ownership of the dog. It is common in “show” contracts that many breeders sell a puppy on a co-ownership basis. They do this for many reasons. If the puppy is going to live in the United States, co-ownership rather than a Non-Breeding Agreement makes it easier to register and show a puppy. If the new owner is a novice in the breeder's eyes, co-ownership gives peace of mind to the breeder that they will be consulted before anything is done with the dog. The breeder may have a vested interest in the puppy for conformation, field or performance, possibly for future breeding. Breeders also sell under co-ownership for showing purposes since they often also show the dog for the new owners and in some cases with National Shows the dogs cannot be shown without the breeders names on the dog. Whatever the reasons, the contract should tell you whether or not the co-ownership will be for the life of the dog or under what conditions the ownership will revert to the new purchasers. The co-ownership clause should clearly state the length of co-ownership and the expectations of both parties ie: who is paying for what expenses, what sort of access does the breeder expect from the dog, etc

- 7) Other Care requirements. Vaccination schedules and feeding regimes. Since it is well established that some breeds can have auto-immune reactions to excessive vaccinations (Dr. Jean Dodd), many breeders require that you follow their vaccination schedule. Some breeders also require that you follow a specific feeding regime be it high quality kibble dog food or a raw diet. Breeders do this because research has proven that a high quality diet is essential to properly grow and maintain dogs and prevent many health disorders.
- 8) Lifting of a Non-Breeding Agreement. Good breeders sell all their puppies with Non-Breeding Agreements. If the dog is sold to a potential show/breeding home, then conditions that need to be met before the Agreement is lifted should be clearly stated and who will pay the fees for such. In most cases this means finishing a conformation championship and receiving health clearances. This ensures that only quality, healthy dogs are used for future breeding. Breeders may also include other conditions such as completing working titles such as obedience or field and/or showing hunting ability.
- 9) Show contracts: Contracts written for show/breeding dogs can vary widely. Since these dogs are often shown throughout North America it is important to be clear who will pay for what and how long the dog will be shown. Conditions should be reasonable.

The bottom line with regards to breeder's contracts is: **READ THE CONTRACT CAREFULLY AND BE SURE THAT YOU CAN LIVE WITH ALL THE CONDITIONS AND WITH THE CONSEQUENCES IF SOMETHING GOES WRONG.** Ask for a draft version of the contract to read before committing to a purchase and review it with a knowledgeable dog person to ensure that you are clear on what it says.

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