



Show Collie Contract

Rainybank Collies
Mike and Cindi Vorkapich
1100 Hiatt Ct.
Sultan, WA 98294
(360) 793-2905
www.rainybank.com
rainybankcollies@gmail.com

Article I – Description of Sale

Dog: _____ Date of Birth: _____
AKC Number: _____ Call Name: _____
Registered Name: _____ Sex: _____
Eye Check Info: _____ Price: _____
Sire's Registered Name: _____
Sire's AKC Number: _____
Dam's Registered Name: _____
Dam's AKC Number: _____

Buyer:
Name: _____
Address: _____
City: _____ State: _____
Phone: _____

It is understood at the time of sale that this Collie is potentially showable and breedable. It is eligible for AKC conformation with qualities that may be worthy of future contributions to the Collie gene pool.

We recommend the following health checks:

1. OFA – hips and elbows at 2 years old
2. Thyroid function through an MSU panel
3. OFA cardio screening
4. MDR-1 drug sensitivity screening

If any attributes occur which render the puppy unworthy of breeding, either genetically or developmentally, this puppy will be altered and considered as worthy of performance events but no longer a breeding quality puppy.

Article II – Health Guarantee

Section 1 - General Health Guarantee

This collie is guaranteed for 14 days against any health or temperament irregularities and it is recommended that the Buyer have the collie examined by a licensed Veterinarian during this period. A **FULL** refund will be given upon the return of this collie and its transferred AKC Registration papers if it is found to be unsatisfactory during this period.

Section 2 – Genetic Health Guarantee

The Seller guarantees that this collie has been bred with every reasonable effort to reduce and eliminate genetic defects. The Seller guarantees that this collie has no genetic defect which would render it unsuitable as a companion or pet. Upon examination by a licensed Veterinarian, if a genetic problem that renders the collie unsuitable as a companion or pet is detected, the collie must be returned to the Seller, at the expense of the Seller, so that a second opinion, at the expense of the Seller, can be obtained from a qualified veterinary specialist. If a genetic disorder that does render the collie unsuitable as a companion or pet is confirmed, at the option of the Buyer, a full refund of the original purchase price will be given, **OR in lieu of a refund of the purchase price**, a replacement collie of comparable age and conformational quality will be provided, when/if one becomes available. At the option of the Buyer, the aforementioned affected collie shall be returned to the Buyer at the expense of the Seller, however, any further medical care arising from the genetic defect will be the sole fiscal responsibility of the Buyer.

The Seller agrees to provide for the medical treatment or euthanasia of the affected collie, as dictated by the genetic condition, only if the affected collie remains under the direct ownership of the Seller. If the condition is correctable to the extent that the collie can once again function as a suitable companion and pet, the Seller agrees to return this collie to the Buyer once the condition is properly treated and in a state that is stable and would require minimal additional upkeep (less than \$50 in medications or care per year)

This written guarantee is in effect for the life of the collie. **The Buyer understands that at no point shall they be entitled to any retribution greater than the original purchase price of the collie.**

a. Conditions that render the collie unsuitable as a Pet and/or Breeding Quality Dog

A genetic or hereditary defect that renders a collie unsuitable as a pet and/or Breeding Quality Dog would include but is not limited to:

1. Hip Displasia or OCD of the elbow such that the pet is in discomfort when performing normal daily activities without extensive surgery or medication.
2. PRA, CEA or congenital eye defect which has rendered the collie blind or severely sight impaired.
3. Heart defects such that the collie is unable to enjoy a reasonable quality of life without surgery or extensive medications.
4. Spinal bifida
5. Epilepsy
6. Grey Collie Syndrome
7. Severe allergies costing over \$50 per year in medical expenses or treatment.
8. Severe hypothyroidism

All other genetic defects will be considered on an individual basis at the option of the Seller after the diagnosis is confirmed by the Seller's consultation with a qualified Veterinary Specialist.

b. Conditions that DO NOT render the collie unsuitable as a Pet but do make the puppy unsuitable as a breeding quality dog

1. Mild forms of Collie Eye Anomaly
2. Blood work indicating slightly below normal levels for T3 and T4 indicators without clinical symptoms of hypothyroidism.
3. Slight heart murmurs that require no medical treatment or surgery
4. Hip or elbow x-rays indicating mild forms of degenerative joint disease or displasia in which the animal displays no signs of pain or lameness and does not require medication or surgery.

b. Conditions that DO NOT render the collie unsuitable as a Pet and/or Breeding Quality Dog

1. Typical “old age” related conditions such as arthritis or incontinence

A resolution on all other genetic conditions or defects will be considered on an individual basis at the option of the Seller, taking into account the Buyer's overall care and utilization of this collie in any working or non-conformation competitive activities and then only after the diagnosis is confirmed by the Seller's consultation with a qualified Veterinary Specialist.

Article III – Buyer's obligations of proper care

Section 1 – Adequate care and training

The Buyer is expected to provide this collie with proper nutrition (a high quality packaged dog food), fresh water, shelter, a safe fenced yard, clean environment, proper medical care, vaccinations every 3 years, year round heart worm preventative (except if not deemed necessary by a qualified Veterinarian), timely grooming, socialization, and training. The Seller recognizes that the Buyer's definition of adequate care may differ from that of the Seller. However, actions that are considered by the Seller, a licensed Veterinarian, and/or other Public Official or Representative of reputable Organization or Agency dealing with animal welfare and public health and safety, to be neglect, abuse or actions dangerous to the public welfare will be grounds for legal actions leading to the recovery, by the Seller, of this collie, its registration papers and all legal and attorney fees associated with the recovery of this collie including punitive damages of \$3000 for breach of contract.

This collie is never to be allowed to roam “at large” without immediate supervision and is not to be allowed off leash unless the area is secure and legally or generally understood to be acceptable for off leash activities. This collie is never to ride unrestrained in the back of a pick-up truck or open cap vehicle.

Basic and routine care and training is the sole responsibility of the Buyer once this collie leaves the Seller's property. The Buyer assumes full responsibility for any damage this collie may inflict on any property, item, animal, or person as a result of the Buyer's negligence or failure to control the actions of this collie, up to and including any action associated with a dog bite. The Seller encourages the Buyer to enroll this collie in training classes and frequently contact the Seller if any questions regarding proper care or training of this collie arise at any time now or in the future.

Remember: An incredible dog on the end of the leash is the direct result of a responsible owner on the other end of the leash.

Section 2 – Falsification of genetic conditions

If during the Seller's consultation with a qualified Veterinary Specialist to obtain a second opinion on a suspected genetic condition under the terms stated in Article II, Section 2, a medical or health related condition is confirmed to be caused, related, or associated with the lack of proper care, nutrition, medical attention, grooming, training or advancing age, the Seller maintains the option to recover legal ownership of this collie and shall maintain the option to refuse refunding any or all of the original purchase price.

Section 3 – Seller's option to recover legal ownership of this collie

The Seller maintains the option to pursue legal means to recover this collie, its registration papers, and any and all legal fees associated with any civil prosecution including punitive damages of \$3000 for breach of contract. In the event the Buyer fails to abide by this contract and the Seller does not exercise the option to pursue legal means that may lead to the recovery of this collie upon obtaining knowledge of an infraction of this contract, does not release the Buyer from the original obligation to follow this contract and does not nullify the Sellers option to recover this collie upon subsequent infractions of this contract. The Seller prefers to never have to exercise this option and agrees to make every reasonable effort to educate and assist the Buyer in resolving all reasonable issues related to basic care and training.

Article IV – If the Buyer can no longer care for this collie

Section 1 – Voluntary return of the collie

The Seller takes great pride in the collies of Rainybank and wants to know of any problems the Buyer has with this collie at any time. The Seller will always take back any collie obtained from the Seller at any time, for any reason. However, the voluntary return of this collie after the initial 14 day General Health Guarantee as stated in Article II, Section 1, will not automatically entitle the Buyer to a refund of the purchase price. The option to refund the purchase price, or any part thereof, shall be maintained by the Seller.

Section 2 – Third party sales or adoptions

If the Buyer is unable or unwilling to continue to provide for this collie as stated in this contract or decides to surrender ownership of this collie or offer the collie for sale to a third party, the Buyer will inform the Seller by registered mail of this decision and understands that the Seller/Breeder has the right of first refusal to buy back or recover this collie. The Buyer understands that this collie is not to be sold, surrendered, given, willed or left with any research facility, laboratory or University for use in animal experimentation; or to an animal broker, humane shelter, SPCA, or any other organization dealing in the trade or auctioning of animals, or to any individual active in dog fighting or animal sacrifice. This contract is to be transferred with the collie and shall remain in effect in its original form for all subsequent transfers of ownership. In the event that the Buyer has already located a suitable third party interested in obtaining the ownership in this collie, the Seller agrees to allow placement of this collie with that third party under the terms of the original agreement.

Article V – Miscellaneous

Any or all legal disputes in accordance with this contract will be filed in the county of the Seller's residence, Snohomish County, Washington, USA.

In the event that any Article, Section, paragraph or sentence of this contract is found to be null and void in a court of law, all other Articles, Sections, paragraphs or sentences within that Article, Section or paragraph within the contract will remain in effect and legally binding under the original conditions of this contract.

No other guarantee, either expressed or implied is given.

Both the Buyer and the Seller understand that this is a legally binding contract and agree that this contract is signed in the interest of maintaining an open and honest relationship as it pertains to the health and welfare of the described collie.

Seller: _____ Date: _____

Buyer: _____ Date: _____