



# BMDCGTC Education Series

## Understanding The Importance Of A Puppy Contract

You have done your homework on the Bernese Mountain Dog breed. You are aware of the health issues and have given considerable thought as to how well a puppy AND the resulting LARGE, FURRY adult dog will fit into your life. Maybe you have even located a breeder, or possibly several, that you think you like. Having done your due diligence on the lines of dogs that you are considering - you are comfortable with the research that you have done and now feel ready to make the decision to get a puppy—congratulations!

It would seem logical then that the next step is to get that completely adorable puppy. But is that really the best next step? Almost all puppies and dogs, even rescues that aren't pure bred, are sold on a contract. Since you have done your homework in other areas, it only makes sense to think a little about these legally binding documents, most often referred to as “puppy contracts”, before you are ready to start bonding with a fluffy bundle of joy.



Did you know that one of the biggest mistakes people make is to go see puppies BEFORE they ask to see a copy of the breeder's puppy contract? It is very difficult to think clearly and ask all the right questions about a breeder and their contract once you've seen that adorable puppy so let's start out by looking at when to ask a breeder about their contract.

Once you've done your homework on the breeders you are considering and have found one or two that you feel comfortable with it is time to start having some in-depth conversations about how they make their breeding choices, what their ownership expectations will be and what types of things you can anticipate should you get your puppy from them. You will find additional information to assist you with these discussions on the last page under *Other Resources*.

For more information, please visit our website at [www.twincitiesbmd.org](http://www.twincitiesbmd.org)

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Once these discussions have occurred and you feel comfortable with the information the breeders have shared with you it is time to ask to for a copy of their puppy contract to review. If you have had candid discussions with the breeders nothing in their contact should come as surprise. As you review the document, make notes on any additional questions you have and any clarifications you need on the contract terms. This will help ensure that you cover everything in your next conversation.

Remember - finding a breeder or rescue group that is a good fit for your personality and lifestyle is also important so the conversations you have should include questions that will help you to judge the compatibility between you as well. With luck, and good care of your new family member, the breeder or rescue group will be in your life for a very long time.



There are probably as many variations of puppy contracts as there are Breeders and Rescue groups. This is due to a number of reasons including:

- ✓ Location: Each Country, State, County, City have their own laws that govern contracts.
- ✓ Breeder/Rescue Group Expectations: These are the things that will be expected of the owner not only now but throughout the life of the dog. NOTE: If the puppy contract you're looking at doesn't seem to cover a whole lot, it may be a red-flag to do a little more research on your breeder, or to keep looking for a different puppy.

Likewise, there will be things that you can expect to find in all puppy contracts such as:

- ✓ The Breeder's name, address and Kennel name. (Or the Rescue name and address)
- ✓ The name and address of the person purchasing the puppy or dog.
- ✓ The cost of the puppy or dog.
- ✓ A description of the puppy or dog.
- ✓ The date of the sale.

The average puppy contract will likely be 2-5 pages long and it is a key piece of communication between the seller and buyer.

A well thought out contract will be clear and concise when it comes to defining the expected actions that are to be taken by the owner as well as the actions that are to be avoided under any

circumstance. It will also spell out any rewards or consequences that will result when these actions are taken. These expected actions can be thought of as the “deal breakers” or, stated in another way, they are the situations that are important enough to the breeder or rescue group that they would be willing to take you to court over them. Also included in a well thought out contract will be the breeder or rescue group obligations to the buyer. A good contract will work to protect the interests of you, as the puppy-buyer AND the interests of your breeder by ensuring that you both understand and hold up your end of the bargain.

Remember that by signing the contract you are agreeing to comply with everything that is in it. If you don't agree – don't sign. Negotiate with the breeder or rescue group or find a different breeder or rescue group. Don't sign blindly or worse yet, sign the contract but plan not to follow the agreement.



Let's start working our way through some of the items you may find covered in the contract you will be asked to sign

### **A description of the puppy or dog**

This section may include but does not have to be limited to the following:

<b>Information</b>	<b>Breeder</b>	<b>Rescue</b>
Litter Sire and the Litter Sire's AKC Registration number	Yes	If known
Litter Dam and the Litter Dam's AKC Registration number	Yes	If known
Litter number of the puppy or dog being purchased	Yes	If known
Sex of the puppy or dog being purchased	Yes	Yes
Date of Birth for the puppy or dog being purchased	Yes	If known
The color of the puppy or dog being purchased	Yes	Yes
Eye Color	Maybe	Maybe
Distinctive Markings	Maybe	Maybe
Microchip number (if chipped)	Yes	Yes
If the dog or puppy has been Spayed/Neutered or is still Intact	Yes	Yes
Information about whether the dog must be spayed/neutered and at what age	Yes	Maybe
AKC Registration number for the puppy or dog	If done	If known

## **Deposits**

Deposits may or may not be required by the breeders or rescue groups you are considering. Information about a deposit, if there is one, may be a section in the puppy contract that is signed and dated at the time of the deposit or it could be in a separate agreement.

The important thing to note is that if there is a deposit required the document should clearly detail the purpose of the deposit (i.e. is it guaranteeing you a puppy from a specific litter, is it guaranteeing you a puppy of a specific sex, or is it guaranteeing you a puppy of the breeder's choosing?). The deposit language should also clearly outline the amount of the Deposit (including which currency if international).

- Under what situations the deposit will be returned and under what situations the deposit may be forfeited. For example, let's say that the *purpose* of the deposit is to hold your place on a waiting list for a specific timeframe in which the breeder will hope to have a puppy for you. The deposit agreement may state that if that timeframe passes and no puppies result from a planned mating, or the size of the litter is not sufficient to make a puppy available to you, then the agreement will end, and that it is the obligation of the breeder to return your deposit to you.
- On the other hand, if there is a puppy available and offered to you during that timeframe that meets the criteria outlined in your deposit agreement, and you decide not to take the puppy offered to you, then the agreement ends and the breeder may be able to keep the deposit.
- Or, the deposit agreement may state that when that timeframe passes the breeder or rescue group will keep your deposit no matter if there is a puppy or not; that the only *purpose* of the deposit was to hold your place "in line" for the specified amount of time.

## **Health Guarantees**

First let's start out by saying that no breeder or rescue group can guarantee that you will never have a serious health issue with your puppy or dog. Conscientious breeders will ensure the parents of the puppies of your litter have had the requisite health-testing done and will have completed a thorough review of the pedigrees of the dogs being used for that breeding. And by doing so, they have done all that they can to help ensure your puppy has the best chance at a good, long life. So, that being said what is this section really about? In puppy contracts, this is where you might see the following types of information:

- A statement that the puppy or dog is in good health at the time of the sale.

- That the buyer will have a specific number of days in which to get their own veterinarian to verify that the puppy or dog was healthy at the time of the sale. (This is normally a short window of a few days.)
- What steps the breeder or rescue group has taken to help ensure a healthy puppy or dog such as documenting:
  - What health tests have been done on the parents
  - What shots have been given to the puppy or dog.
- If there is a health “guarantee” it might include things like:

Possible Guarantee Language	Example
Diseases which are inherited genetic disorders	Hip or Elbow Dysplasia, Cataracts, Cardiac issues
What the process is to use the Guarantee	Written Documents from a Board Certified Specialist, X-Rays
Information indicating how long the Guarantee will be in effect	2 years from purchase date, 60 days from purchase date, etc.
Details about who the Guarantee is valid for	Original buyer
Details about types of things not covered	Final adult weight, under bites, over bites, cancer
Expected Owner Activities	Staying current on shots, annual vet visits, maintaining dog at a reasonable weight, providing adequate food and shelter, details about health testing required
What occurs if some genetic defect is identified	A replacement dog, refund of the purchase price of the dog, etc.

## **Health Testing Requirements**

This section will detail what tests, beyond those done at annual vet visits, the breeder expects you as the owner to do on your puppy or dog and the time frame for doing them. It will likely include the requirements to share this information with the breeder or rescue group and having this information entered into a health database such as Berner-Garde. *(For more information on Berner-Garde see the handout “Using the Berner-Garde Database” under Other Resources on the last page.)* Sometimes breeders opt to provide a financial incentive for buyers to do such tests (i.e. a refund of \$100 with proof of OFA hip and elbow x-rays, as an example). On the other hand, breeders may outline a penalty for not doing the tests as well. These situations would be noted in the puppy contract. It is important to understand that even if there is not an incentive or a penalty you will be legally required to comply with whatever this section states. Even if your contract does not require health testing, it’s important to note that the results of health-testing are a great way to provide both you and your breeder with important information about your dog regardless of whether or not the parent dogs will be used for breeding in the future. For your breeder the information on the outcome of any breeding impacts their future breeding decisions. For you the information will provide additional insight in to the health of your dog and the activities they can safely be involved in. Therefore, it’s in your best interests to consider doing the following tests on your dog and providing the test results both to your breeder, and entering them in the Berner-Garde database even if they are not required by the contract.

For a Bernese Mountain Dog, here are some of the tests you might consider doing

- ✓ OFA Hip and Elbow x-rays
- ✓ CERF Eye exam
- ✓ OFA Cardiac exam
- ✓ Degenerative Myelopathy

### **Spay/Neuter Agreement**

Most rescue groups will spay or neuter adult dog prior to placing them. If they do not, you should expect to see a section in their contract outlining the timing for doing so in the future. Generally when breeders are placing puppies in a pet home, the puppy will be sold under a Limited Registration and will include a clause in the puppy contract that outlines the expectations with regard to spaying or neutering. Covered in this section will be the timeframe for getting the spay or neuter done and the form of proof that will need to be returned to seller so they know that it has been done.

### **Rehoming**

Breeder and rescue groups will likely have the requirement that should you no longer be able to keep the dog you will need to return it to the breeder or rescue group and they will find the new home. If you are wondering why this matters here are some of the reasons: If you purchased your puppy or dog from a reputable breeder they will need to know how the dog is doing from a health and behavior standpoint throughout its lifetime because that information is important to their breeding program. Also reputable breeders will want to ensure they are doing the screening to find a suitable home that is up to their standards of care for a dog. If it is a rescue group they will want to screen the new owner so as to prevent it from potentially going into an abusive or neglectful situation just as they did when placing the dog with you. If you don't see a section in the puppy contract that covers what to do if you are unable to care for the dog in the future, this should raise a red-flag for you — as it would seem to indicate a lack of concern about what happens to the dog down the road.

Having said this, you may be wondering why the dog can't go to a family member if something happens to you. This is a situation that you can possibly work out with the breeder or rescue group, but if not written into the original contract, would always require that you contact them to discuss your care-plans for your dogs should you be unable to care for them. If you do wish to negotiate this topic just remember that it needs to be in writing, either in the original contract or in an addendum to the original contract, and should clearly spell out who would get the dog and how the breeder or rescue group will be notified of the change of ownership.

## **Co-ownership**

If you are purchasing a “show quality” puppy from a reputable Breeder it is likely that you will have a co-ownership situation. The details of what co-ownership means can be very different from one contract to another. But just like a puppy contract for a companion owner, all details of what co-ownership means should be spelled out in writing and well-understood by both the buyer and the seller. It may require that all breeding decisions are made jointly, that the dog needs to be of a certain age before it can be bred, what health screenings must be done before the dog can be bred, and that the decision to spay or neuter the dog must be made jointly. This section may also outline penalties if the requirements are not followed.

## **Other Expectations that will potentially be covered in the contract**

- How contract disputes will be handled and where they will be handled. This may be in the court located in the country/state/county of the breeder and may outline who pays for the court costs.
- Breeder support & Breeder/Owner communications down the road
- What type of registration the dog will have
- Show Title requirements
- Keeping the breeder up to date on the location of the dog and your current contact information.
- Requirements as to the living conditions for the dog such as
  - will be given adequate and proper shelter and housed securely indoors.
  - shall not be neglected, allowed to roam free, or be mistreated in any manner. (and definitions of what these mean)
  - shall receive proper veterinary care throughout its life, receiving annual inoculations and placed on a heartworm preventative.
  - shall receive proper nutrition and care shall be taken to maintain its proper weight.
  - never sold or surrender into a dog fighting institution or testing center.



As you can see there are a number of things that will likely be in the contract you sign!

What will be covered is the information that is important to the breeder or rescue group – those things they deem important enough to be in the contract. The puppy contract can also be used to cover the items that are important to you as long as you speak up, get agreement to them AND have it added to the contract that both you and the breeder sign. Having a clear, concise contract that details both buyer and seller's expectations, should help avoid unnecessary disputes down the road.

**Other Resources:**

[20 Questions To Ask A Breeder](#) (Also includes 20 questions a breeder may ask you)

[Using The Berner-Garde Database](#)