

Sign on the Dotted Line

The phone rings and the caller ID shows me that it's a friend whom I know is actively looking for a puppy. For decades she has had one purebred dog in her household and has gotten her last three generations from the same breeder. I also know that her breeder is no longer actively breeding and my friend's search for a puppy has taken her into uncharted waters.

Hoping for news that she's found the litter of her dreams, I pick up the call and from the tone of her voice I know that things are not going smoothly. Yes, she's located a respected breeder, there's a litter "on the ground" and her initial conversation with the breeder was very positive. What could be wrong?

"She wants me to sign a contract. What's that all about?" For my friend getting a dog had always been a transaction between friends and no sales contract was involved. She asks was it "normal" to have a contract?

I explain that a contract was not unusual and that it serves many purposes for both the buyer and the seller. My opening explanation opens a flood gate of questions. The businesslike nature of a contract seems to rub my friend the wrong way. There's a subtle annoyance with the formality of the transaction and an unstated question as to why the seller just doesn't trust that the dog will be getting a good home.

After my initial surprise about the reaction to signing a contract, I try to explain how it can be beneficial for both the breeder and the buyer.

First, it is a bill of sale. Would you make a substantial purchase and not want a receipt? The name, registration, parentage, price and date of sale should be listed on the contract.

Secondly, it is an opportunity for the breeder to lay out their expectations and advice for the wellbeing of the dog. It is an opportunity for the buyer to know the specifics of what they signing up for when they buy a dog from this breeder. Does the contract have reasonable stipulations for both buyer and seller?

Mutual review of the sales contract gives an opportunity to discuss things that might not have occurred to the buyer or might be assumed by the seller. Contracts contain subjects rarely addressed in regular conversation. Is this dog being sold as a pet or a show prospect? If there is a possible show career in the future, who decides if, when, or by whom the dog will be shown? What about eventually breeding the dog? What health screening should be done before even considering breeding? Is there a requirement to spay or neuter the dog and if so, at what age? Does the breeder get to dictate vaccination protocols? Should the puppy get checked over by a vet shortly after the sale? Are there any health guarantees being given by the breeder? What about the disposition of the dog if the buyer no longer wants or is able to keep it?

Yes, there are a lot of "sticky" questions and ones that could be uncomfortable to raise in the course of casual conversation. A contract let's both the buyer and seller clear the air on these subjects and hopefully come to good, solid mutual agreement that is beneficial to all the parties.

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