



By Maryanne Murray

Read and Understand Your Contract

Congratulations! You've decided you want a puppy, you've done your homework on different breeds and you're convinced it has to be a Portuguese Water Dog, or you've already had a PWD and want another one.

You don't need a fancy show dog or a performance dog nor do you want to breed your dog.

You want a happy, healthy and loving companion in your life. **You just want a family pet!**

You've made your decision on the puppy you want to live with...

but can you live with the contract that comes with the puppy?

Hopefully, this puppy will be with you for the next dozen or more years. You're adding a family member who will share your home and your heart – it's a big decision – choose wisely. **If you want a family pet then be sure you get just a family pet.** If you don't want to show a dog then don't agree to show the dog. If you don't want to breed the dog then don't agree to breed the dog. Showing and breeding can be wonderfully exciting and gratifying activities but they are not for everyone. They can also be extremely emotional experiences, both positively and negatively, and financially burdensome. If you can't find a breed-

er who will sell you a family pet without requiring you to show and breed it, then keep looking! If you are considering showing and breeding, then know what you're getting into and discuss all the implications and contractual obligations with your breeder.

Concerned for their puppies, responsible breeders will always have a contract which will always come with varied basic requirements, let's call them strings – must return puppy to breeder if you can't keep it, spay or neuter puppy if a pet, must attend obedience classes, must agree to specified vac-

"Puppy on a String" is a series of articles addressing things to consider when buying a puppy.

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cination schedule, must agree to specified diet, must have hips x-rayed and other important but not oppressive requirements. Not all breeders though are created equal and not all puppies are sold for the same price nor on the same contract terms. Different breeders breed for different reasons, different breeders have different requirements of puppy buyers and different breeders follow up on their puppies in different ways. Can you read between the contract lines?

The future well-being of the puppy always forms the basis of a responsible contract. If you suspect that the future well-being of the breeder is also entwined, then it's time to read carefully and understand precisely what you are signing. When basic good-for-the-puppy strings become unwieldy, complicated and entangling **STRINGS**, it's time to think with your head and not your heart. If you just want a family pet, there's no reason to sign on for anything more.

Read and understand your contract.

When buying a puppy, you promise a breeder you'll do whatever you've agreed to in the contract in exchange for that puppy. In the emotion of the moment and when you've got that adorable little bundle in your arms, it's not unusual for people to agree to things they don't fully understand. "Finish" the dog? Sure! "Special" the dog? No problem – she is totally special! "Collect semen for AI's"? Whatever! "Breed the bitch"? Ok – can't be that hard! "Return puppies to breeder"? Why not? "Co-own"? Sure, any reason not to? Ok, now sign on the dotted line and you're on your way home with the new, warm fuzzy love of your life – and, if you're not paying attention, some of those very consequential **STRINGS** in the contract you signed.

"Finishing" a dog means showing it and getting its AKC CHampionship. It can be fun, exciting, ego boosting, educational and a thrill a minute when you're winning. It can also be disheartening when you lose, extremely expensive, time consuming, and may involve large blocks of time, like months, away from home for your new family member. Are you prepared for it? Can you afford it – often thousands of dollars? Is your breeder going to share in or pay all of the expenses? Will you be able to handle the separation from your pet and vice versa? Know the answers to these questions before you sign on to show your dog! Promoting your dog in public promotes your breeder as well. There's absolutely nothing wrong with doing that – just be sure you understand and agree to how it will be done and who pays for what. ***Read and understand your contract.***

"Specialing" your dog means showing it after it gets a CH and involves much more time and much more money. Be sure of what you're getting into if it's a requirement in your contract. It's a major commitment in money and time away from home for your dog. Winning is wonderful but, win or lose, it's who signs the bottom line on the expense checks. Will that be you? ***Read and understand your contract.***

"AI" stands for artificial insemination. Semen is collected from a male dog and artificially rather than naturally placed

in the bitch's uterus to get her pregnant. It's an everyday occurrence in the dog world but is it so in yours? Many breeders require that a male PWD be kept intact, not neutered, so that he will be available to them for breeding. Not unusual and totally acceptable. Is that what you want? Are you prepared to live with an intact male – one who has been exposed to breeding? What you need to know if this is a part of your contract is who pays for the collections to be done, how many collections do you "owe" the breeder and how long will the dog need to be kept intact. Often a breeder will collect semen from a dog, freeze it for future use and allow you to then neuter your dog. That's not unusual either and again, totally acceptable – just be sure who pays the bills, how many collections there will be and how long you must keep the dog intact. Maybe the breeder gave you the dog with no monetary exchange and expects payment in this form. That's fair. Maybe the breeder doesn't want to lose the valuable genes your puppy carries. That's a worthy consideration. Also consider this – if you paid \$2,000 upfront for your new puppy and you now contractually "owe" the breeder five semen collections when he matures, how much are you really paying the breeder for your dog? Usually, the owner of a stud dog, in this case the owner of the semen, gets a fee to impregnate a bitch – often as much as \$2,000. At the least, the breeder will probably get five stud services from your dog's semen. So, you do the math! When the numbers become significant, the significance of those numbers is revealing. ***Read and understand your contract.***

"Co-ownership" with the breeder is exactly what it implies – you own the puppy and so does the breeder. There are certain requirements and even some AKC rules which apply to co-ownerships. For many it can be a great way to go and can be the beginning of a long-lasting mentorship and friendship. For some, it can be convoluted and lead to misunderstandings and undesirable interactions. Know what you're getting into with a co-ownership. Discuss it with the breeder if it's a condition of sale. What happens if.....? Who pays for what and when? Is it a 50/50 thing.....? ***Read and understand your contract.***

"I'm so sorry, he's no longer available to you – unless you show him and give me breeding rights to him" is the way some breeders may inform you that the plans have changed. That darling pet puppy you chose, had your heart set on and already had a name picked out for has been reevaluated as a show and breed quality prospect. If you want him, it's going to cost you. Are you surprised? Certainly. Do you want that puppy? Desperately. Are you going to sign on to show and breed him? Think about it. It's not unheard of for this to happen and it may be an honest mistake on the breeder's part. The pet puppy you were promised has just been upgraded, the kids have their hearts set on him and if your head doesn't take over on this decision, your heart may just sign that new contract agreeing to show and breed him

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or her. Now, step away from the puppy, put the pen back on the table and think about it. **Read and understand your contract.**

Breeding dogs should be a labor of love, full of personal satisfaction and a heartfelt commitment to a breed and to producing exemplary puppies. When done properly, it is labor intensive, time consuming, emotionally draining and enriching, physically demanding and mentally both daunting and uplifting. If you're shopping for a puppy, you've seen what's involved. Ask yourself – are you ready and willing to take on such a responsibility? Do you understand all that's expected of a breeder? Could you handle twelve puppies if that's what Mother Nature gave you and could you find wonderful homes for all of them? Do some serious soul-searching before you commit in writing to breed your new puppy. If breeding is not something you aspire to, then don't agree to do it.

Many breeders will require a bitch be bred and some of the puppies returned to them. This could be in consideration for a lesser upfront price or a mentoring relationship where the breeder becomes your teacher and guides you through the world of dogs or perhaps it's in payment for the breeder showing the dog. It could be that the breeder just gives you the bitch puppy in return for some puppies back when she's bred. There are all sorts of possibilities and reasons why a breeder would want puppies back. If you're willing to breed and understand all of the implications of such an agreement, then go for it. Having puppies can be wonderful if you're prepared. However, if you just want a family pet then hold out for a good pet without the complications of those imposing **STRINGS**. **Read and understand your contract.**

There are also situations where the buyer of a female puppy is required to breed the bitch multiple times and give all of the litters back to the breeder. Sound reasonable? Do the math on this one! Are you buying a new puppy or signing on to an undesired new job? There have been cases of breeders taking puppy buyers to court for breach of contract when they don't want to breed their bitch again or refuse to breed her for any additional litters, or won't pay a comparable amount of money which that litter would have generated for the breeder or, as it might say in a contract, "the owner will return the bitch to the breeder – permanently". What? Say goodbye forever to your adored pet? Would you have agreed to a requirement like that? Would your breeder ever enforce such a deal? Think again! It happens. These contracts can be legally binding. Know what you're getting into when you agree to something like this. **Read and understand your contract.**

Another scenario is the breeder who takes a bitch back into their own home, has the puppies there, and when the bitch is no longer needed for nursing, sends her back to the owner. This often happens for more than one litter. Is that what you want for your new puppy's future? Do you want a reproductive machine or do you want a family pet? Did

you sign a contract with the future well-being of the puppy at its core or has the future well-being of the breeder also been woven into the contract? Again, do the math! You know what puppies are selling for. If you're required to return multiple puppies or litters to your breeder, be sure you understand why the breeder has this requirement, why you're agreeing to it and what happens to the puppies. Will they be sold to someone just like you on a contract just like you signed? Remember, when the numbers become significant, the significance of those numbers tells a tale.

Breeders have different reasons and different motivations for everything in their contracts. Whatever you agree to, be sure you understand it completely and how it will impact your new puppy and you in the future. **If you just want a family pet, then get just a family pet.** If you want to show and breed then get a puppy you can show and breed. Just be aware of all of the contractual obligations and decide for yourself if they're basic strings you can agree to or are they burdensome **STRINGS**, the kind you'd rather not be obligated to fulfill. **Read and understand your contract.**

With the difference between basic strings and the other **STRINGS** in mind, another thing to consider about contracts is breeders who don't have one at all or who consider the cashing of your check as their contract. There are no strings or **STRINGS** here, just one important line – the one at the bottom of the check. Be very careful in this case. Concerned, responsible breeders will always have a contract with the future well-being of the puppy at its core. Their puppies are their main concern and their contracts will reflect their sense of responsibility for these little lives. These same breeders will interview you as if you were being vetted for a Supreme Court position or trying to adopt a baby. If a breeder's only concern is how soon can you pick up the puppy and don't forget your checkbook, it's time to step back and reassess the situation. **Read and understand your contract.** No contract? You have your first clue that this may be an undesirable situation.

Whatever situation you find yourself in as you shop for your new puppy, remember, get what you want – not what someone else wants. Don't be talked into something you don't understand. Don't believe that everybody does it this way. Don't think you'll never get a puppy if you don't take this one. Be aware, be smart and above all, **read and understand your contract.** Go with your gut if you sense something is not right for you or for your new family member. Puppies should come with leashes, not a tangle of heavy **STRINGS**.

Maryanne B. Murray became a part of the world of Portuguese Water Dogs in 1979 when she got her first PWD, CH Tiezena Konstelada. "Brilha" was the 274th PWD born in the USA and became the 6th AKC CH in the breed in 1984, all major points, all owner handled. Maryanne breeds under the kennel name Brinmar, has been a PWDCA member since 1979 and has served the club in many capacities over the past 31 years, including a four-year term as President from 1990 - 1993, during which time the water trial program began and the first PWDCA National Specialty was held. She is currently Chairman of the Breed Standard Committee, Courier advisor and co-chair of the Heart Committee.