



Purchase Agreement & Contract for a Pet Quality Golden Retriever Puppy

The Following Sale and Contract are Entered into Between:

<u>Seller:</u>	Buyer: _____
Slice of Paradise Golden Retrievers	_____
<u>Address:</u>	Address: _____
895 E. Co. Rd. 600 S.	_____
Greensburg, IN 47240	_____
<u>Phone:</u> 812-593-0791 / 812-593-4872	Phone: _____
<u>Email:</u> amy@paradisegoldens.com	Email: _____

This agreement between Buyer and Seller, dated _____, is contract for the purchase of a pet quality Puppy from Seller. From this point on, Seller is also known as Breeder and Puppy is also known as Dog. Seller/Breeder and Buyer will hereinafter collectively be known as the Parties.

The Parties agree to the following Terms and Conditions:

Sire of Litter:	_____
Dam of Litter:	_____
Litter Registration Number:	_____
Sex:	_____
Date of Birth:	_____
Total Purchase Price:	_____
Amount of Deposit:	_____
Amount Due at Pickup:	_____
Date of Pickup:	_____

*If Shipping: Buyer also agrees to pay any costs involved in shipping of this puppy/dog.

Seller Initials _____

Buyer Initials _____

1) **Pet Quality Puppy:** This Puppy is sold expressly for the purpose of companionship and is not intended for breeding or conformation showing. YOU MAY NOT SHOW said Dog in conformation events, but you do have the option to compete in obedience, agility, dock diving, hunting events, or any other working venue.

2) **Health Guarantee:** Breeder warrants that the above-described Dog is in good health, to the best of the Breeder's knowledge, at the time the Buyer assumes possession. A health record of all age-appropriate vaccinations and dewormings is provided by the Breeder in the puppy packet. Buyer agrees that a licensed veterinarian will examine Puppy within seventy-two (72) hours of receipt from Breeder. If the veterinarian determines that Puppy is ill or unacceptable, the Buyer may return Puppy within this 72-hours period for a full refund. Puppy must be returned in the same condition as it was at the time of purchase. If Puppy is returned due to illness, a letter of verification written by Buyer's veterinarian, on stationary displaying his/her letterhead, is required. The Buyer is responsible for all costs incurred in returning Puppy to Breeder. The refund is limited to the purchase price of Puppy, this does not include any veterinary, shipping, or any other expense incurred by Buyer. Breeder reserves the right to have Puppy examined by Breeder's veterinarian upon return. All fees incurred by breeder will be deducted from original puppy price.

3) **Responsible Care:** Buyer agrees to care for Dog in a responsible manner. Buyer must provide a proper environment that includes adequate exercise in a safe, fenced area, never to be tied or chained, with clean water and adequate shade and shelter to protect from the elements. Buyer agrees that Dog will reside at the home of Buyer. Dog must receive proper grooming and a veterinarian recommended food of sufficient quality and quantity to keep Dog in optimum condition. Dog must receive proper veterinary care with veterinarian recommended immunizations and health care program with preventative heartworm medication and worming throughout its lifetime. Dog shall not at any age be sold by or to a "wholesale" establishment or any chain store, catalog house, pet store or "puppy mill," or offered as a prize in a raffle or auction.

4) **Hereditary and Environmental Faults:** Buyer acknowledges that Breeder strives to produce genetically sound puppies by only breeding Golden Retrievers who have been screened for the genetic defects recommended by the GRCA and that due to hereditary and environmental causes of such faults, no guarantee will be given against them. Even with reasonable precautions to prevent this dog from acquiring faults including, but not limited to hip dysplasia, sub-aortic stenosis, OCD, and epilepsy, faults are still able to occur.

5) **Section 4 Above Notwithstanding:** If Puppy has severe hip dysplasia that renders it unfit to live as a pet animal, requiring it to be put to sleep, a replacement puppy will be given when available, but may not be from the same breeding. Under no circumstances will any monies be refunded. Breeder will first require documentation from the appropriate board-certified specialists, with test results and weight record from puppyhood signed by veterinarian. All tests will be done at Buyer's expense. These tests will be done by 18 months of age and all by a Board-Certified Orthopedic Veterinarian, with Breeder having the option to a second, unassociated veterinarian opinion of Breeder's choice. This guarantee is good up until 18 months old. If the puppy develops sever dysplasia which would render it unfit to be a pet because of some sort of experience or environmental hazard, e.g., some sort of fall or injury, this will nullify this guarantee.

6) **Monitoring and recording weight:** Buyer agrees to make reasonable efforts to have Buyer's veterinarian weigh Puppy each time Puppy is taken for a veterinarian visit and to make sure Puppy's weight is noted on Puppy's chart each time. Breeder doing genetic screenings on parents is one way to increase the chance of a healthy life for its offspring. However, environment also plays a role in increasing these chances. Therefore, we expect Buyer to do their part by keeping Dog slim and within the targeted weights. If Dog is overweight, which puts undue stress on their rapidly growing bones, this will nullify this guarantee. (We may seem very strict on this point, but you would be surprised how many people say they understand yet let their pet get overweight.

Please no jogging until the growth plates are complete, at around 2 years old. Swimming is great exercise, as is chasing balls and walking, but no heavy roadwork, running or bicycling).

7) **Spaying / Neutering:** Buyer agrees to have dog spayed / neutered between 12-18 months of age and submit a signed veterinarian certificate to Breeder as proof of alteration. If the female is spayed before 12 months of age or the male is neutered before 18 months of age, all warranties and guarantees contained herein shall be considered null and void.

Females are required to go through at least (1) heat cycle before spaying, preferably (2) if possible.

8) **AKC Registration:** AKC Registration of Puppy. A copy of the AKC registration slip should be sent to the Breeder by the Buyer. Buyer expressly agrees that this golden retriever may only be registered with the American Kennel Club under **Limited Registration**, except as otherwise expressly provided herein. Puppies are prohibited from being registered by any other registry other than AKC. If puppy is dual registered by any other registry other than AKC, this will be considered a breach of contract and will assess a penalty of \$10,000.00.

9) **Breeding:** Buyer agrees that this pet quality puppy is sold expressly for the purpose of companionship and is not intended for breeding. Dog must not be used for any breeding of purebred Golden Retrievers nor to breed mixed breed offspring of any type, including, but not limited to any “designer” or “doodle” puppies. In the event this agreement is breached, Buyer is subject to a Penalty of \$10,000.00 fee which shall be levied and made payable to Breeder. This fee shall be binding upon the Buyer. If Buyer is seeking a show quality puppy for show and breeding purposes, this must be one of the first discussions upon inquiring on a puppy to ensure that Breeder is able to pick the best puppy possible to represent the future of the breed. In addition to the difference in purchase price, a separate contract must be signed to ensure that any breeding will be done responsibly, according to the GRCA Breeding Code of Ethics.

10) **Breeders Right of First Refusal:** Breeder hopes that Dog will be able to stay with Buyer for the duration of its life. However, Buyer will notify Breeder first if, for any reason, Buyer no longer wants or is unable to keep Dog. This obligation applies at any time during the life of Dog. Breeder will be offered the first opportunity to take possession of Dog to either keep or place in a suitable home. Once Buyer agrees to return the Dog to Breeder, Buyer agrees to relinquish all legal ownership of Dog, including, but not limited to, the successful execution of all necessary paperwork required by the AKC to transfer ownership solely to Breeder.

11) **Unconditional Return of Dog:** Buyer agrees that if Buyer is not able to care for Dog in any area of its life at any time, which includes proper housing, training, veterinary care, or the Buyer’s lifestyle changes and Dog no longer has a place in it, then Dog and registration certificate(s) with appropriate signatures are to be returned to Breeder at Buyer’s expense. No monetary compensation will be offered to the Buyer. Breeder agrees to take Dog back from Buyer at any time, without condition. Buyer is responsible for all costs incurred in returning Dog to Breeder. If Buyer elects to return Dog to Breeder, Buyer agrees to relinquish all legal ownership of Dog, including, but not limited to, the successful execution of all necessary paperwork required by the AKC to transfer ownership solely to Breeder.

12) **No Right to Transfer Ownership of Dog:** Buyer will not transfer any ownership interest in Dog (by sale or otherwise) or permanent physical possession of Dog to any third party without written consent of Breeder. Dog must never be sold to a pet shop, pet agent or broker nor relinquished to an animal shelter or rescue organization.

13) **Change of Address:** Buyer agrees to notify Breeder within thirty (30) days of any change in address of the Buyer. This obligation extends throughout the life of Dog.

14) **Special Notes:**

- 1) In order that the Breeder maintain a quality breeding program, Buyer agrees to notify Breeder immediately of any serious health concerns or behavioral issues regarding this Puppy/Dog and advise the Breeder of the cause of death when the Dog reaches the end of their life.
- 2) Buyer agrees to contact Breeder with any questions or problems he or she may have for the life of the Dog. Vet report is required for any serious issue that arises for the life of the dog. Please contact Breeder with any suggestions when using antibiotics or steroids.
- 3) The Buyer will immediately notify the Breeder of any AKC, CGC or GRCA titles earned by this Dog.

LEGAL SUMMARY

The penalty in the event of breach of contract, especially in the case of physical or breeding abuse, Breeder is authorized to physically remove Dog from possession of Buyer at any expense, to be paid for by Buyer. In addition, a \$10,000.00 fee shall be levied and made payable to Breeder. This fee shall be binding upon the Buyer. Buyer agrees that ANY UNAUTHORIZED BREEDING OF GOLDEN RETRIEVER would directly damage Sellers established reputations. For the above reasons, Buyer acknowledges the reasonableness of the liquidated damage and voluntarily agrees to the same. In addition, Buyer agrees to reimburse Seller for all attorney fees and costs incurred to resolve such matters, regardless of whether litigation is or is not commenced.

Each party to this contract also agrees to hold harmless the other party in the vent of any lawsuit brought because of the actions of Dog while in the sole possession of offending party.

All expenses, including court costs and reasonable attorney fees, in enforcing the terms and provisions of the Contract, will be paid by guilty party. Upon release of papers and return of Dog, both parties are released from any further obligations under this Agreement.

This contract shall be governed under the laws of the State of Indiana. Any conflict of issues, either in equity or law, shall be adjudicated in Decatur County, Greensburg, State of Indiana. This Agreement is made and signed by all parties to ensure the well-being and protection of Dog.

Parties agree there are no other warranties or guarantees, expressed, or implied Any changes will be written and signed as an addendum.

I have read, understand, and willfully agree to the above said terms and conditions. The undersigned agree that all parts and portions thereof constitute a binding agreement and agree to uphold all covenants of this agreement as of this day.

Signed By: _____ Date: _____

Print Name: _____ (BUYER)

Signed By: _____ Date: _____

Print Name: _____ (BUYER)

Signed By: _____ Date: _____

Print Name: _____ (SELLER)

Signed By: _____ Date: _____

Print Name: _____ (SELLER)

Congratulations on the new addition to your family! As your Golden's breeder we are here for you to contact with any questions regarding the developing growth stages of your puppy or for any other questions along his or her lifetime. We love hearing how our Goldens are doing, so please send pictures and updates as often as possible. **We hope that you agree and understand that all the above contract stipulations are solely for the protection of our Goldens and the overall Golden Retriever breed.**

BILL OF SALE FOR DOG / PUPPY



Date Sold: _____

SELLER

BUYER

Printed Name: _____

Printed Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

UPON PAYMENT of the sum of \$_____ paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following dog (the "Dog") / Puppy (the "Puppy") to Buyer.

Name of Dog: _____

Breed: _____ Color: _____

Date of Birth: _____ Sex: _____

Registration # (if any): _____

Sire Name: _____

Sire Registration # (if any): _____

Dam Name: _____

Dam Registration # (if any): _____

Bred by Seller? _____ If no, name of breeder: _____

State of Health: _____

Signature of Seller: _____ Date: _____

Signature of Buyer: _____ Date: _____

Seller Initials _____

Buyer Initials _____