

**Limited Registration Buyer's Contract
Thomas Creek Labradors**

Date:	Litter # and birth date:
Sire:	AKC #:
Dam:	AKC #:
Date Whelped:	Male / Female:
Description:	
Total Price:	
Deposit:	Date Deposit Received:
Balance Due:	Method of balance payment: _____

This Agreement is entered into on the Effective Date by and between _____, an individual ("Buyer") and Thomas Creek Labradors, LLC, a Florida limited liability company ("Breeder").

In consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

- 1) **Deposit.** Holds the puppy and is non-refundable.
- 2) **Breeder Representations, Health of Puppy, and Rights of Buyer.**
 - a. The puppy is in good health at the time of sell and has had the immunizations enumerated in the health record provided to Buyer.
 - b. The puppy is a purebred Labrador whose temperament and structure embodies the basic standards of the Labrador breed.
 - c. Breeder guarantees the genetic health of the puppy for one (1) year from the puppy's birth date. If a licensed Veterinarian determines that the puppy has a serious genetic condition, the Breeder agrees to exchange said puppy for another puppy of equal value as soon as a puppy becomes available. To exchange the puppy, the Buyer must (i) provide Breeder with a letter from the Veterinarian evidencing the puppy's illness; (ii) provide Breeder with records from a licensed Veterinarian showing that all recommended shots and treatments have been administered protecting the puppy from normal disease, infections or accidents; and (iii) return the puppy to Breeder on or before the puppy's first (1st) birthday. In such an event, Breeder will also reimburse Buyer for any Veterinary expenses up to the cost of the puppy. Said guarantee shall not apply to viral illnesses, parasites, infections, improper bites, giardia, coccidiosis, or kennel cough. Nor shall it apply to illnesses or medical issues caused by the ingestion of foreign objects, food, chemicals, stress related issues, behavioral issues, physical injuries and/or illnesses which may have occurred or have been contracted during transport to the buyer.
 - d. Other than the genetic health guarantee in Paragraph 2(c), above, Breeder assumes no responsibility for the puppy after leaving the premises, including medical expenses, mortality, landlord's disapproval, allergy to animals, disagreement of family, or similar circumstances.
- 3) **Buyer Representations and Requirements.**
 - a. Buyer agrees to take puppy to licensed Veterinarian within seven (7) days of the Effective Date. Buyer understands and acknowledges that the health guarantee in Paragraph 2(c), above, shall be NULL and VOID if the Buyer fails to abide by this Agreement.
 - b. Buyer agrees to maintain the puppy's health with yearly vaccinations and treatment as specified by their veterinarian.
 - c. Buyer agrees to return the puppy to the Breeder if the Buyer is unable to keep or care for the puppy at any time before the puppy's second (2nd) birthday. In such an event Buyer shall not be entitled to a refund or any other funds including reimbursement of Veterinary or other costs incurred while in possession of the puppy.
 - d. Buyer understands and acknowledges that the health guarantee in Paragraph 2(c), above, shall not be applicable if the puppy has a viral illnesses, parasites, infections, improper bites, giardia, coccidiosis, or kennel cough. Nor shall it apply to illnesses or

medical issues caused by the ingestion of foreign objects, food, chemicals, stress related issues, behavioral issues, physical injuries and/or illnesses which may have occurred or have been contracted during transport to the buyer.

- e. Buyer understands and acknowledges that in the event the Breeder determines, by any means, that the puppy/dog is not suitably cared for, or that it has been mentally or physically mistreated, the seller has the right to take full possession of the dog, and its duly signed AKC transfer papers/registration, without compensation.
- f. It is further understood and agreed that no warranty or representation has been made with respect to sold puppy, except set forth in writing in this Agreement.
- g. Should the puppy become ill or unsound, any and all costs of treatment, not covered by the genetic health guarantee in Paragraph 2(c), above, will be the responsibility of the Buyer.

4) Limited Registration. The registration being sold is an **AKC LIMITED REGISTRATION**. The Buyer understands and acknowledges that the puppy is being sold as a pet, show, service or hunting dog and is NEVER to be bred by Buyer. If the puppy is ever used to produce a litter, Buyer agrees to pay Breeder the purchase price plus and additional \$1,000 per litter produced and \$1,200 for each puppy that is whelped as liquidated damages in the event of a breach of this Contract.

5) Miscellaneous.

- a. This Agreement contains the full and complete Agreement between the Breeder and Buyer with regard to the subject matter of this Agreement. Any prior oral representations or agreements concerning this subject matter are expressly superseded by this Agreement which may not be altered, amended or revoked except by an instrument in writing signed by the Breeder.
- b. This Agreement shall be governed by the laws of the State of Florida.
- c. If any provision of this Agreement or its application to any party or circumstances shall be determined to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date set forth opposite each signature below. The date of the last signature shall be the Effective Date.

Buyer:

Signature

Name: _____ Phone: _____

Address: _____

Breeder:

Thomas Creek Labradors, LLC
a Florida limited liability company

By: _____
Travis C. Tison, Manager