Mountain Laurel Kennels

Elizabeth Easterly

P.O. box 2519

Dunlap Tennessee 37327

(423) 779-8682

Easterly23@live.com

As dedicated breeders, our responsibility is to protect our puppies. Therefore we have developed our contract to protect the purchaser, breeder, and most of all, the puppy. Under the terms of this contract, the undersigned parties agree to the following conditions:

Seller: Mountain Laurel Kennels, Elizabeth Easterly, hereafter known as the seller,

Buyer:

The purchase price is $3,500.00

Deposit: Breeder hereby accepts a non-refundable deposit of $500 which shall be paid concurrently with the execution of this Purchase Agreement and shall be applied towards the purchase price of the puppy. In the event, the puppy is to be shipped, Buyer shall be responsible for all associated costs including transportation to the airport, shipping crate, airfare, and vet certificate ($800.00 Shipping) The buyer must pay for puppy and shipping at least 5 days before shipment of puppy to Buyer.

* Registration: This puppy is being sold as a companion animal. Registration for this puppy is **limited registration**.

**Breeder Agreements:**

* The Breeder has exercised practice known by ethical breeders at this time to produce sound, healthy Golden Retriever. A 5-year health guarantee is offered on purchased puppy regarding genetic defects.
* The puppy is in good health at the time of purchase. The puppy has also been loved daily and properly cared for to date and has been checked by a veterinarian. The puppy has received its first shots, has been de-wormed, and been micro-chipped. Immunization and de-worming records will be furnished at the time of delivery.
* Our puppies are primarily intended for families who desire a pet, therapy, or
* That as of the signature date of this contract, both Sire and Dam have NOT been affected by cancer, epilepsy, or allergic conditions to normal environmental stimuli.
* The Breeder does not assume any liability for any injury or veterinarian expenses to purchased puppy once picked up by the buyer or delivered safely by Breeder to the airport personnel.

**Buyer Agreements:**

* Buyer agrees to have the puppy examined by a licensed and reputable Veterinarian within **72** hours of taking possession of the puppy to verify the puppy is in good, sound health. If the veterinarian finds the puppy to be at risk due to congenital defect (existing at birth), the owner shall notify Breeder and provide a written statement from licensed Veterinarian describing the puppy’s condition and shall return, at Buyer’s expense, the puppy to the breeder within three days of the examination. If the puppy is in the same condition mentally and physically as when originally purchased, the Breeder will provide a replacement puppy of equal quality bloodline (which will be determined solely by the breeder) within 12 months of the animal’s return. Any shipping fees for a replacement puppy is the sole responsibility of the Buyer. All veterinary bills are at the buyer’s expense. This return does not include worms, fleas, mites, ticks, coccidian, giardia, mange or any other parasites as they are common in dogs and puppies. It also does not include indigestion of foreign objects, ingestion of food or chemicals, or physical injury contracted or incurred following Buyer’s receipt of puppy.
* In the event of the puppy’s death, the Buyer must notify this Breeder within 36 hours.
* The puppy is sold to the Buyer(s) in the good faith that it will not be bred. The buyer must have the puppy spayed/neutered by Two (2) years of age and send proof of spay/neuter to Breeder.
* The puppy is to receive proper veterinary care, vaccinations, and nutrition for the duration of its life.
* The Buyer agrees NEVER to sell/give/trade/transfer ownership of this puppy to any large commercial breeding establishment, any agent, any wholesaler, or any party not included in the original sales agreement.
* In the event, at any future time, the Buyer cannot keep this puppy, the Buyer must first notify and get an agreement from the Breeder. This dog and all veterinarian records can be returned to the Breeder at the Buyer’s expense. If the Buyer has a good home lined up, the Buyer will notify the Breeder to help screen the new party interested in taking new ownership of the dog. The Breeder has the first right of refusal. The new home must be a pet home and the puppy/dog must be spayed/neutered. The guarantee becomes void if the breeder is not properly notified before being re-homed.
* Should an animal purchased under this agreement be returned for any reasons whatsoever, the buyer accepts responsibility for and shall pay, without recourse against the Seller, any and all transportation expenses, veterinary charges, crate fees, air freight charges, and transport fees to and from the involved airports.
* Buyer(s) agrees to release and hold harmless (Mountain Laurel kennel, Elizabeth Easterly), for all liability, damages, or injuries, caused either directly or indirectly by this dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyer(s) assumes full liability for any damages or injuries, whether actual or legal, or to any property, whether real or personal, after receiving possession of this dog. Buyer(s) further agrees to indemnify or reimburse the Breeder and Mountain Laurel Golden because of any costs or expenses incurred because of any act of the Buyer(s) causing liability, damages, or injuries as set forth herein.

**Health Guarantee:**

* If this puppy is found to have any of the faults listed below by 5 years of age, Breeder will offer a replacement puppy, upon presentation of said fault by a licensed veterinarian:

HIP DYSPLASIA (As diagnosed by two qualified veterinarians, one of whom is selected by the Breeder, and confirmed by an OFA evaluation), ELBOW DYSPLASIA (DJD Grade II or III, as rated by the OFA), SUBAORTIC STENOSIS, FAILURE TO PASS EYE CERF (Second opinion required)

* The Breeder does not assume any liability for complications or death during elective and contractual procedures such as but not limited to spay/neuter.
* Breeder is not responsible if puppy contracts a communicable disease after leaving breeders residence • The breeder has no control regarding the future temperament, habits, and appearance of the dog, and hence does not warrant such. However, if the puppy develops a condition which, in the opinion of a qualified veterinarian may be related to a genetic defect then the buyer agrees to notify the breeder of the condition. This assures that we can continue to provide top quality puppies.

**Limitations of Guarantee.**

* Failure to comply with conditions of this the contract shall constitute a “breach of contract” and will result in the dog being permanently returned to the Breeder along with registration papers. Further, the Buyer will be responsible for all expenses with no expense to the Breeder.

* **The following will also void all guarantees:**

Buyer permitting the dog to be underfed or overfed at any time.

Evidence of neglect or abuse Unexplained or untreated trauma (broken bones, related injuries, physical harm, etc.)

Evidence of strenuous exercise

For purposes of this agreement, a reputable veterinarian is one who is duly licensed by the state in which he practices and maintains an active, full-time private practice of which the care of dogs owned as pets is the most significant element of his practice.

Puppy microchip #

Sex: Female

Whelp Date: July 27, 2023

Going home: September 21, 2023

Dam: Bailey

Sire: “Max”

|  |  |  |
| --- | --- | --- |
|  | **Seller** | **Buyer** |
| Name | Mountain Laurel kennels, Elizabeth  Easterly |  |
| Address | P.O. box 2519 Dunlap, Tennessee 37327 |  |
| Phone | 423-779-8682 |  |
| Email | Easterly23@live.com |  |
| Date | 07/23/2023 |  |
| Signature |  |  |

