ElkRidge Goldens

171 DearBorn River Rd

Cascade, MT 59421

406-475-4536

elkridgegoldens@yahoo.com

As dedicated breeders of Golden Retrievers, 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: ElkRidge Goldens, hereafter known as seller, breeder.

Buyer: , hereafter know as buyer, purchaser.

The purchase price is $\_\_\_\_\_\_\_\_2700.00\_\_\_\_\_\_\_\_\_\_ .

Deposit: Breeder hereby accepts a non-refundable holding fee of $500.00, which shall be paid concurrently with the execution of this Purchase Agreement and shall be applied towards the purchase price of the puppy.

 • Shipping Expenses: 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, ect.

• Registration: This puppy is being sold as a pet and companion animal. Registration for this puppy is **Limited Registration** as defined by the American Kennel Club.

**Breeder Agreements:**

• Both the Sire and Dam are purebred and AKC registered.

A One (1) year Health guarantee and lifetime support is offered on purchased puppy.

• 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 had age appropriate deworming, 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, obedience, and/or working dog. Occasionally a show prospect is available.

• 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 **48** 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), 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 and registration papers 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, sex and bloodline (which will be determined solely by the breeder) within 24 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, coccidia, 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 the Breeder within 24 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 not before Eighteen (18) months. Buyer must 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. If more than one party purchases this puppy together, both parties agree that Puppy may never be sold/given away/transfer of ownership/ect. to anyone not named in this contract. In the event of a dissolution between buyers and an agreement cannot be reached between the buyers, puppy shall be returned to the breeder at no cost to the breeder.

• 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, including signed registration and all veterinarian records, will be returned to the Breeder at the Buyer’s expense. The Breeder has the first right of refusal & will always exercise that right. This puppy may never be rehomed.

• Should an animal purchased under this agreement be returned for any reasons whatsoever, 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 areas.

• Buyer(s) agrees to release and hold harmless, ElkRidge Goldens for any and 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 ElkRidge Goldens as a result of any costs or expenses incurred as a result of any act of the Buyer(s) causing liability, damages, or injuries as set forth herein.

Buyer agrees to use the prefix, ElkRidge in the puppy’s registered name

**Health Guarantee:**

• If this puppy is found to have any congenital disorders by 12 months of age, Breeder will offer a ***replacement puppy within 24 months at half off the original purchase price*** upon presentation of said fault by a licensed veterinarian:

This contract DOES NOT cover ***Any environmental factors***.

Such as but not limited to allowing puppy/dog jumping in/out/on/off anything. Being placed in his/her crate for too long or if crate is too small. Slippery/Hard surfaces. Over exercising. Over fed or Under fed, mild heart murmurs. (Grade 1 or 2)

• 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 Breeder’s possession.

• The breeder has no control regarding the future temperament, habits, and appearance of the dog, and hence does not warrant such.

\*The Stress of moving to their new home can cause minor heart murmurs. This kind of murmur will go away within the first year of life. \*

**Limitations of Guarantee.**

• Failure to comply with conditions of this contract shall constitute a “breach of contract” and will result in the dog being permanently returned to the Breeder along with registration papers as well as a $10,000 fine. Further, the Buyer will be responsible for all expenses with no expense to the Breeder.

Should any conflict arise. All legal proceedings shall be in held in Montana in Lewis & Clark County.

**• 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.)

Dog has been bred

Breeder retires or no longer breeds.

Evidence of strenuous exercise

Buyer does not use the prefix ElkRidge in puppy’s registered name

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 is the most significant element of his practice.

Puppy microchip #

 Sex Male OR Female

Whelp Date

AKC Litter #

 Dam

 Dam AKC #

 Sire

Sire AKC #

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| **Seller** | **Buyer** |
| Name | ElkRidge Goldens |  |
| Address | 171 DearBorn River Rd. Cascade, MT 59421 |  |
| Phone | 406-475-4536 |  |
| Email | elkridgegoldens@yahoo.com |  |
| Date |  |  |
| Signature |  |  |