



Purchase Agreement Contract and health guarantee for a Pet Golden Retriever Puppy

The Following Sale and Contract is Entered Into Between

Seller:
Tiffany Murray

Buyer:

Address:

7 Bulger rd.
Eganville, ON..
K0J 1T0
tiffmurray295@hotmail.com

Phone _____
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:

Litter Theme: _____
Sire of Litter: _____
Dam of Litter: _____
Litter Registration Number: _____
Puppy Microchip Number: _____
Sex: _____
Date of Birth: _____

Total Purchase Price: \$3,000.00 + HST 13% =3390

Amount of Deposit: \$400.00

Amount Due at Pickup: \$2990

Date of Pickup: _____

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

Seller Initial _____

Buyer Initial _____

1) **Pet Quality Puppy:** This puppy is sold expressly for the purpose of companionship and is not intended for breeding or conformation showing. 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. Puppy has had a physical exam by a licensed veterinarian between 7 weeks of age as listed on health record. 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-hour 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 the full purchase price of the Puppy, minus the deposit, 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. If the buyer chooses not to have the puppy examined within 72 hours, the health guarantee will be null and void.

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 area, with clean water and adequate shade and shelter to protect from the elements. 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 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) **Exposure and Socialization:** Buyer also promises that before Puppy has received his / her first two DHPP shots, to (a) keep this puppy safe from public places and kept only within their residence or backyard, and (b) to not take the puppy to public parks or allow visiting animals, which can bring in a disease. Buyer agrees to make reasonable efforts to attend puppy class and obedience classes with Puppy and provide proper socialization opportunities for Puppy as soon as possible after Puppy has received his / her first two DHPP shots. Any other courses or exhibitions are strongly encouraged to help provide proper stimulation and socialization of Dog and bonding between Buyer and Dog. Buyer agrees to notify Breeder of any and all titles earned by the Puppy throughout his/her life.

5) **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 GRCC 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. Breeder will make every effort to clearly show the bite and all teeth of the dog, but buyer is aware this can change substantially through the aging process. There can be no guarantees on teeth due to this factor. Sometimes with males it is common to see Cryptorchidism, where one or both testicles has not descended into the scrotum. Please follow veterinary advice for neutering. This condition does not prevent the dog from having any quality of life issues. Only life altering conditions will be covered under the replacement guarantee up to 2 years old.

Seller Initial _____

Buyer Initial _____

6) **Replacement Guarantee:** : If the puppy is diagnosed before the age of 2 years old with any life altering or life threatening disease that causes the puppy to not live a full life or a life without pain and medical assistance, a replacement puppy will be offered to you.

If the puppy dies before the age of 2 years from a genetic related issue, a replacement puppy will be offered to the buyer. All replacements will only be offered once a licensed veterinarian submits a written description of the health issue, to the breeder. X-rays must be sent to OFA for a replacement to be considered. No replacements will be offered due to injuries or accidents. The replacement puppy is not guaranteed to be from the same breeding. But will still be from quality dogs that are fully health tested parents.

**Buyer is fully responsible for the shipping of the replacement puppy.

7) **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 limit 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.)

8) **Spaying / Neutering.** Buyer agrees to not have the dog spayed / neutered until 18 months of age for MALES. 2 Heat cycles for FEMALES. If the female is spayed before 12 months of age or the male is neutered before 12 months of age, all warranties and guarantees contained herein shall be considered null and void. Owner can decide not to spay/neuter the dog as studies show us this can be healthy as well but will require more care and observation of these dogs for their life to ensure they are never bred.

Females are required to go through at least (2) heat cycles before spay.

9) **CKC Registration:** The Breeder will register the litter with the CKC and each puppy will be individually registered with the CKC. The buyer can choose their name according to the current theme if there is one and starting with the prefix Maplehill. Buyer has the right to change registration for the puppy with their respective Kennel Club if other than the CKC after the puppy goes home with them.

10) **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 Penalty as listed below, in addition a \$10,000.00 fee 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 responsibility, according to the GRCC Breeding Code of Ethics.

Seller Initial _____

Buyer Initial _____

GENERAL

Breeder's 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 with no money exchanged. 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 any and all necessary paperwork required by the CKC to transfer ownership solely to Breeder. Any cost incurred by the breeder are the responsibility of the original buyer. Any immediate vet care needed for a returned puppy will be paid for by the returning owner.

****Return Policy**** Buyer who needs to return the puppy WITHIN 7 DAYS, receives all money exchanged MINUS the deposit. If puppy is returned WITHIN 30 DAYS, buyer receives HALF OF PURCHASE PRICE. If puppy is returned AFTER 30 DAYS, no money will be exchanged. All transportation of the puppy is the responsibility of the owner. The breeder may also decide to arrange a suitable approved home without seeing the puppy.

Legal Issues:

Should any legal issues arise involving this puppy/dog, all disputes will be handled according to Ontario law and fought in a Canadian Court.

Seller Initial _____

Buyer Initial _____

30) 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 can 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.
- 3) The buyer will immediately notify the breeder of any CKC 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.

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, & willfully agree to the above said terms & 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: _____ (BREEDER)

Signed By: _____ Date: _____

Print Name: _____ (BREEDER)

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 Golden's are doing; so, please send pictures and updates. **We hope that you agree & understand that all of the above contract stipulations are solely for the protection of our Golden's and the overall Golden Retriever breed.**