

Legal Binding Contract for Purchase

Breeder: Brooklea Farm LLC DBA Brooklea Beauties (hereafter referred to as Breeder) agrees to sell the following person/people (hereafter referred to as Buyer) Buyer agrees to purchase puppy/dog from Breeder, Whelp date listed on Invoice. Age is calculated from whelp date (birth date) of puppy/dog as listed above throughout this contract.

Puppy Purchase Price: \$2000 for Golden Retriever/\$2500 for Goldendoodle + 8% NY sales tax (Unless Exempt- Exempt form for therapy use of dog). A \$500 application processing fee has been previously received and is non-refundable.

Shown above, the puppy purchase price is the total amount covered under the 6-year health guarantee.

Breeder: Brooklea Farm LLC DBA Brooklea Beauties 7670 State Route 415 Bath, Steuben County, New York 14810 607-442-4007 NYS License PD#1233, USDA Class A Breeder License #21-A-0234 (hereafter referred to as Breeder) agrees to sell the following person/people (hereafter referred to as Buyer). Buyer agrees to purchase puppy/dog from Breeder and agrees to the terms and provisions of this contract.

Puppy Purchase Price includes 8% NY sales tax on invoice (Unless Exempt- Exempt form for therapy use of dog). Buyer will pay the sum of the above listed amount as the full purchase price of the Puppy/Dog immediately upon signing this contract; Contract and Cleared Payment is due 5 Business days after receipt of this contract, if payment and contract are not received in 5 business days other arrangements need to be made with Breeder to submit payment.

The purchase price Includes: 15-Digit registration prepaid Microchip implanted by Breeder, Required Free 30 Days Health Coverage for Puppy, A minimum of 1 series of Core Vaccine Boosters for (Distemper, Adenovirus, Parvo, Parainfluenza) up to 8-10 weeks old. If your puppy/dog remains in the Breeders custody after 10 weeks (63 days) of age, there will be a daily charge of no less than \$5 and no more than \$125, unless otherwise agreed upon at time of contract signing which will be reflected in the invoice for payment. Breeder agrees to administer all age-appropriate booster vaccinations as long as puppy is in Breeder's custody, Breeder, under direction of Breeder's Veterinarian will determine if other vaccinations are to be administered, a copy of all vaccinations will be provided to Buyer at the time of acquisition of puppy. Puppies are tested on site for deadly diseases prior to leaving Breeder.

If something shall arise where Puppy/Dog is not able to be provided to Buyer after 9 weeks of age due to illness, instability or death, a refund of purchase price as listed above will be issued to the Buyer as long as all payments have cleared. Refunds will be issued within 30 business days of request of refund by Buyer unless other agreements have been made.

Buyers Personal Information:

Buyers Veterinarians Contact information:

. Buyer agrees to have puppy seen by their licensed Veterinarian within three days after acquisition of puppy, upon scheduling the appointment Veterinarian must be given permission to speak directly to Breeder. Buyer authorizes their Licensed Veterinarian to speak to Breeder directly and allow Breeder access to any and all medical records for puppy. If an emergency arises before Buyer gets puppy to their Licensed Veterinarian they are obligated to contact Breeder by phone immediately. In the event of any complication's, Buyer agrees that the Breeder's Veterinarian has final determination of puppy's condition this may include puppy being seen by a Veterinarian of Breeders Choosing at the Request of the Breeder. Buyer agrees to sign up for the Free 30 days in health insurance through trupanion (or other offered insurance), Breeder encourages Buyer to continue the coverage after the free 30 day trial period.

Buyer understands that Puppy/Dog could grow larger or stay smaller than projected size, Breeder can only estimate the size. Breeder does not guarantee coat, skin or eye color, coat quality, amount of shedding, reproductive capability, temperament, mental capacity or lifespan of Puppy/Dog. This Puppy/Dog is not to be bred and Breeder requires puppy to be fixed by Buyer.

Buyer understands that parasites may be in the puppy's feces and that parasites are not a part of any guarantee as they are a

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routine healthcare regimen including any costs related to parasite treatments. Buyer agrees to have regular vaccinations completed and pay for any and all medical treatments necessary to keep the puppy free from contagious diseases. Buyer agrees not to over-vaccinate puppy and follow the Veterinary Vaccination schedule.

Health Guarantee

The Puppy/Dog is sold to Buyer and Buyer purchases and accepts the Puppy/Dog in "as is" condition and Breeder makes no guarantees or warranties, expressed or implied concerning the Puppy/Dog's health provided, however that:

Breeder guarantees that for period of (6) years from the date of birth of the Puppy/Dog, the

Puppy/Dog will not have nor develop the following conditions:

Congenital Joint Dysplasia directly caused from genetics of breeding stock; Buyer must take reasonable precautions to prevent this i.e. not allowing jumping, excessive exercise and preventing injury to joints, Progressive Retinal Atrophy, Von Willebrand's Disease, Ichthyosis, Degenerative Myelopathy, GRPRA-2, Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration, GR-PRA1, Neuronal Ceroid Lipofuscinosis, Muscular Dystrophy, Dystrophic Epidermolysis Bullosa, Osteogenesis Imperfecta, GM2 Gangliosidosis, Chondrodystrophy and Intervertebral Disc Disease, Congenital Macrothrombocytopenia, Osteochondrodysplasia, any test Embark DNA testing Company can test for at the time of birth of puppy.

If one of these above listed conditions arise Breeder's Licensed Veterinarian will have final determination of the condition. If Puppy/Dog has one of the above listed conditions and such a claim is made up to 72 months (6 YR) from Puppy/Dog's date of birth the Breeder shall have an obligation to provide monetary reimbursement of reasonable veterinary costs up to the purchase price that insurance does not cover, minus any fees already paid by the Breeder for puppy's care, sales tax collected on sale price will not be refundable, reservation fee of \$500, added costs such as credit card processing fees, delivery costs, vaccines after 9 weeks of age, and boarding/training are not refundable whatsoever, reasonable veterinary costs can be reimbursed up to and no more than:

- First 18 months of Puppy/Dog's life a full refund of purchase price for Puppy/Dog, 18-24 months of dog's life $\frac{3}{4}$ purchase price, 24-48 months of dog's life $\frac{1}{2}$ the purchase price, 48-72 months $\frac{1}{4}$ of the purchase price.
- Reimbursement will take place after Insurance coverage and shall include a reasonable amount the Buyer paid beyond what the Insurance covered.
- This guarantee is not transferable, this guarantee will not exceed the above listed purchase price of the dog.
- If Buyer's veterinary letter is not sent to Breeder prior to Breeder being allowed a second veterinary opinion, Breeder shall have no obligation to reimburse any costs as Breeder reserves the right to have a second opinion by a licensed veterinarian of the Breeders choosing to determine as to the most appropriate treatment.

Breeder's Obligations

Breeder warrants that upon this transfer Breeder is the lawful owner of the Puppy/Dog, that the Puppy/Dog is free from all encumbrances and that Breeder has the right to sell the Puppy/Dog. Breeder will defend the title to the Puppy/Dog from all claims and demands. From the date of possession of puppy/dog Buyer assumes all fiscal responsibility for puppy/dog.

Breeder will provide to Buyer at time of transfer of Puppy/Dog: Microchip registration form along with microchip number, the Kennel Club Registration form, Litter Certificate and/or Pedigree of parents as well as genetic health testing of parents, state and USDA forms, vaccination certificate, as well as the Free 30 days of Health Insurance coverage documentation for Buyer to sign up within 24 hours of taking possession of puppy.

Buyer's Obligations

Buyer understands and agrees that the Puppy/Dog shall not be neglected or mistreated in any way. Reasonable precautions shall be taken to prevent the acquisition of hereditary defects.

Buyer agrees to have Puppy/Dog spayed or neutered no sooner than 6 months of age and no later than 8 months of age, Buyer agrees never to breed this Puppy/Dog.

If Buyer can no longer harbor Puppy/Dog, Buyer is required to contact Breeder to allow breeder to approve an appropriate home/or return Puppy/Dog to breeder; Puppy/Dog shall never be surrendered to a shelter or rescue, Breeder will accept return of puppy/dog if there is no other appropriate home for dog, return fees for pickup of puppy and all transportation are to be paid by Buyer.

Buyer has read, understands and agrees to all the terms and provisions contained within this contract. Buyer understands the terms and provisions contained constitute a binding agreement of the parties with respect to the sale of said Puppy/Dog. Buyer agrees to inform Breeder regarding puppy/dog's life including changes to puppy/dog's residence, and health for the entirety of the puppy/dog's life.

By signing this contract Buyer agrees to the provisions of this guarantee and contract and if any litigation shall occur, the venue will be Steuben County, NY and Buyer will be liable for Breeder's legal fees if the case is dismissed.