

# Belle Rose Labradors

## CONTRACT/BILL OF SALE/HEALTH AGREEMENT

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PAYMENT METHOD: \_\_\_\_\_ PRICE: \_\_\_\_\_

### BUYER INFORMATION

NAME/S: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

### PUPPY INFORMATION

NAME: \_\_\_\_\_ AKC: \_\_\_\_\_

COLOR: YWL CHOC BLK SEX: M. F. D.O.B.

MICRO-CHIP# \_\_\_\_\_ COLLAR: \_\_\_\_\_

DAM NAME & AKC:

SIRE NAME & AKC:

**General terms:** The puppy is being sold on a **Spay/Neuter Sterilization agreement** to Buyer with the terms as outlined below. Breeder will provide Buyer with a "Puppy Packet" that includes a true & correct copy of your puppy's certified AKC pedigree, a history of medical care & vaccinations while in Breeder's care, & other relevant information.

The Breeder has filled out the individual application for your puppy to be registered **LIMITED (unable to be used for breeding)** with the American Kennel Club (AKC) in the name of the Buyer. **Altering or attempting to alter the AKC paperwork in any way is an immediate breach of contract.** Offspring are not eligible for registration with the American Kennel Club or any other breed registries unless authorized by the breeder. As of the date of this agreement, your puppy is believed to be in good health & free of communicable diseases. The Breeder is not responsible for any veterinary bills resulting from Buyer's vet check or veterinary treatment of puppy at any point once the dog has left Breeder's care/property.

**Possession/Living Arrangements/Welfare:** Buyer agrees that the puppy is to be a house family companion & treated with love & care. Extensive time in garage, tied up outside or kenneled outside is not permitted. Your puppy is to be kept in the Buyer's living quarters & be treated as a part of the family. Buyer agrees to provide proper shelter and fresh water at all times. **Buyer agrees to keep up with puppy's NUVET and NUJOINT supplements, giving once a day until a minimum of 12 months of age to assist in healthy growth, preferably given the lifetime of the puppy.** Buyer agrees to be merciful in discipline. **Buyer agrees to daily exercise & socialization** of the puppy in amounts appropriate to the age. Buyer agrees that training of the puppy will be provided by either the Buyer or a more qualified professional if needed. The Buyer agrees to keep the puppy in a safe place & under their watch & control, or in the care of another responsible adult in the case of the Buyer's absence. **Buyer agrees to surrender dog to the Breeder if it becomes necessary to re-home the dog at any point in time.**

**Vaccinations/Veterinary Care/Care:** The health of the puppy is excellent to the best of the Breeder's knowledge & belief at the time of this Contractual Agreement. Regardless, no guarantees are expressed or implied or are made by Breeder that your puppy will remain free from injury or illness once she has left the Breeder's care or throughout his lifetime. Buyer is strongly encouraged to have their puppy examined by their own veterinarian within 72 hours after physical possession of the puppy has been transferred, & failure to do so, is an acceptance of health, anatomical make-up, appearance, & temperament. Buyer agrees to provide written documentation to the Breeder from the veterinarian of their findings from the examination within 24 hours of the examination. If your puppy is believed to be affected by a health condition, the Breeder has the right to request a second veterinary opinion including requesting your puppy be seen by her own vet before taking action. The Buyer must provide to the Breeder proof of the examination & all diagnosis with all phone numbers & names of treating Veterinarians. Breeder shall not be held responsible for the development of any disqualifying faults, diseases or disorders. All expenses including proper care, veterinary fees, housing, or legal expenses & liabilities are the sole responsibility of the Buyer.

**While in the Buyer's care:** Buyer agrees to not allow the puppy to become obese but maintained at a healthy weight. Buyer agrees to feed the puppy a premium large breed puppy food for the 1st year to 2 years of age and premium large breed dog food after that. **Buyer agrees that they will NEVER feed their puppy a grain free food and acknowledges that doing so will be putting their puppy's health at risk and will also be considered a breach of contract.** Buyer also agrees to keep them in a healthy condition & weight, providing adequate exercise & nutrition. The Buyer is responsible for seeking prompt & appropriate veterinary care in the event of injury or illness of the pup. Buyer is responsible for any & all veterinary expenses incurred for the puppy while in their care. Buyer agrees to keep up with the pup's heartworm & flea & tick medicines. The Buyer agrees to maintain monthly heartworm/flea prevention medications to prevent heartworm & flea & tick infestation. Buyer agrees to provide veterinary care when needed or as suggested by their veterinarian plus yearly examinations & any other usual procedures necessary to assure good health. **Buyer understands that dysphasia can be caused by environmental factors and agrees to do their part to help prevent future issues by taking steps** such as placing rugs down on any floor surfaces that do not provide enough traction. Buyer also agrees to take the puppy's growth seriously and avoid anything that will put heavy strain on the puppy's hips,

elbows, and joints such as jumping for frisbees, jumping out of high trucks or vehicles, etc. Buyer agrees to keep jumping of the puppy to a minimum. Buyer also agrees that there will be no excessive running or walking of the puppy while it is growing.

**Training:** The Buyer accepts the risks & responsibilities of training; & the Buyer acknowledges that they have sole responsibility for ongoing, life-time socialization & training for the puppy as appropriate for its age & level. Temperament is a product of many things, not simply genetics and the first 2 months of the pup's life & buyer accepts that much of a dog's temperament or eventual adjustment is determined by the skill & patience of pup's new owner & how the puppy is raised or integrated into the new home/situation. The Breeder in no way warrants that the puppy will meet any specific training objective or achievement standard as desired or expected by Buyer. Goals are great things to have, but one cannot know the future, training skill each dog will have. The accomplishments of a dog are also largely the result of training & the relationship between owner & dog. These are not things Breeder can control, & therefore are not things Breeder will warrant. The Buyer further agrees to release and allow use of any & all pictures, video, print, on-line & biographical information & other media of the puppy & gives permission to Breeder to use these materials without additional permission needed from Buyer for either personal or professional purposes.

**First Right of Refusal:** If at any time, for any reason, the Buyer finds that they are unable or unwilling to continue to care for the puppy, then the Buyer agrees to immediately contact the Breeder FIRST. The Buyer is required to inform the Breeder of such an issue as soon as possible. The Breeder always gets first right of refusal upon decision made by Buyer to re-home. If the Breeder is for whatever reason unable to take the puppy back, the Breeder must approve in writing/text/email the new home for the puppy before being placed by Buyer. Such permission shall not be withheld unreasonably, but Breeder has the exclusive right to determine the suitability of any potential subsequent owner. Buyer agrees that at the time of transfer of the puppy back to the Breeder that all records will be turned over to the Breeder which include medical, training, care & all necessary paperwork will be signed as needed transferring ownership back to the Breeder along with a complete copy of all veterinary records for the puppy. Buyer agrees to either transport to Breeder, or to pay 100% of the shipping/transportation fees to Breeder's location. At the time of surrendering puppy back to Breeder, Buyer forfeits the full price originally paid for the puppy. If the Breeder determines that the puppy is healthy and safely able to be placed into another home, Breeder will reimburse the Buyer \$1000 of the original purchase price only after the puppy is placed into a new home. This is at the discretion of the Breeder to do so or not, depending fully on the health and well being of the puppy upon being returned. Buyer agrees that at no time will they, without prior written permission from the Breeder, sell, give, trade, adopt, place, lease, or re-home the puppy to any person, business, place or organization including allowing the puppy to be taken to a shelter or be sent to a rescue without the express written consent of the Breeder. If Breeder is not notified before the transfer of the puppy in any way, a penalty of \$3,000 is owed by Buyer to Breeder. If the puppy is found to have been sold, placed or given away without the Breeder's consent, the Breeder will take legal action & Buyer of the pup will be responsible for all expenses incurred including legal fees & any additional expenses. In the event of Buyer's death, the Breeder should immediately be notified. In case, the puppy is ever found to have been or is being abused or neglected by any owner, any person or persons involved with the puppy, he/she is to be immediately returned to the Breeder with all paperwork, in cooperation with the Police, Animal Control Office &/or the Humane Society. Notifications: If the Buyer moves from the address stated above, the Buyer shall, within 30 days of the address change, provide the new address & telephone number to Breeder. All official/legal notices shall be in writing & shall be delivered via United States certified or registered mail, postage prepaid, return receipt requested. Any notice must be delivered to the parties at their respective addresses set forth as listed previously or to such other address as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date sent & set on the receipt if sent by certified or registered mail & not signed for within 10 days from

date. If a breach of contract happens and the Buyer or Breeder decides to pursue legal action, the Buyer agrees to pay all legal fees, including the Breeder's attorney cost.

### **THREE DAY GUARENTEE**

This dog is guaranteed to be in good health, to the best of the breeder's knowledge at the time of this sale and has had initial inoculations against distemper, hepatitis, para/parvo virus, and has been on a strict de-worming schedule. **The buyer has three business days from day of purchase** in which to have the dog checked by a licensed veterinarian and is urged to do so. If in this time frame, mortality should happen to the above mentioned puppy, the cause of which is clearly hereditary in nature, then return the AKC papers and a puppy replacement/refund will be given (breeder's choice) when there is an available comparative litter, or money refund for THREE DAY guarantee of mortality, provided a letter from the examining veterinarian is offered as proof of life threatening illness. It is agreed and understood that any exchanges must be made within the 3 day guarantee period.

### **ONE YEAR GURANTEE**

This puppy is guaranteed, **until one year of age against patella dysplasia, hip dysplasia, and elbow dysplasia**. For this diagnosis, you must take your dog to my veterinarian specialist and have x-rays taken of affected area. These x-rays must be taken, dated and submitted **by the dog's age of 12 months**. If you have x-rays taken after the dog is 12 months old, then you void this contract and no guarantees are made for a puppy replacement/refund for this dog's hips. If you fail to show us all certificates of evaluations that are requested from us for this dog, then you void this contract in lieu of Belle Rose Labradors and release us from any and all liability to this contract now or in the future. You must also show proof that your dog has not been spayed/neutered before the agreed upon age of not before 12 months, with preference of 18 months to 2 years with a signed and dated medical report. We also request a statement **from two veterinarians that this puppy is not and never has been overweight for his/her bone structure**, and you must supply medical records from your vet that shows us that you had your puppy visits to prove what the records show of the puppy's weight. We cannot be responsible for your lack of care for the overgrowth weight of your puppy. **Also show proof that the puppy has never had past injuries that may have caused dysplasia, and no evidence that this puppy was overstressed and/or over exercised (or in the case of females) no breeding has taken place, during this important growth phase**. We will also want to converse with your veterinarian verbally and will need permission to do so and request they would provide us with complete information and medical history of the dog to satisfy our questions if we should have any at that time, and only then will a replacement puppy/refund of equal value (breeder's choice) be given.

**2023 contract update: health guarantee is null and void if buyer does not keep puppy on Nuvet Plus & NuJoint until pup is a minimum of 12 months of age. Seller is notified via email monthly of Buyers purchase to ensure this.**

### **TWO YEAR GUARANTEE**

This dog is also guaranteed to **2 years of age** against any severe and or life threatening **hereditary** medical condition. Breeder will need proof with stated letters from **two** licensed veterinarian's with medical reports confirming the defect(s) and what is recommended for the health of the dog. Breeder may also want to converse with your veterinarian verbally and will need permission to have them provide us with complete information and medical history of the dog to satisfy our questions if we should have any at that time. We also require you to return the AKC registration papers and only then

will a replacement puppy/refund be given to you after you sign the onetime replacement contract that fulfills this one-time guarantee.

Breach of Agreement: Should the Buyer fail to uphold any part of their responsibilities of or in this Contractual Agreement, it will be considered a breach of this Contractual Agreement & Buyer shall be deemed in breach of this agreement for any of the following actions:

Buyer intentionally breeds the puppy for the purpose of producing a litter.

Buyer fails to properly care for the puppy.

Buyer fails to perform any of the other duties as set forth in this agreement.

Reservation of Rights: Breeder reserves the right to enforce this contract in order to protect the welfare of puppy. The Buyer further expressly agrees that the Breeder may repossess the puppy upon any evidence of neglect &/or abuse or upon any breach of this agreement, at no expense to the Breeder & with no refund of any monies to the Buyer. If the Breeder does ask for the puppy to be returned to the Breeder, due to evident neglect &/or abuse, the puppy shall be returned within 48 hours. Should the Breeder need to seek legal action against the Buyer for violations of this agreement, the Buyer hereby agrees that he/she/they will assume any & all attorney costs, court fees, & other legal fees or additional expenses incurred in the process of enforcing this contract or of repossessing the pup.

Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract. The Contract/agreement/health agreement/warranties are only implied between the Breeder & the original Buyer, NOT to a third party.

**BUYER/'S SIGNATURE**

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DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**BREEDER/SELLER SIGNATURE**

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DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_