

PURCHASE CONTRACT FOR PUPPY

THIS AGREEMENT made the _____ Day of _____, 20____ by and between:

Buyer: Name & Address: _____

City, State & Zip: _____

Phone: _____ Email: _____

-AND-

Seller: Name: Kristyn Hein Address: RR 1 Box 5, Gate OK, 73844

Phone: (580) 334-3914 Email: kris8elle@hotmail.com

UPON PAYMENT of the sum of \$ _____ paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following puppy to Buyer:

Name of Puppy: AKC#:	Date of Birth:	Sex: <input checked="" type="checkbox"/> Male <input checked="" type="checkbox"/> Female
Breed: Golden Retriever	Color:	
Sire Name:	Sire's AKC Registration #:	
Dam Name:	Dam's AKC Registration #:	
Bred by Seller: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	State of Health: Good	

THE PARTIES ACCEPT AND AGREE AS FOLLOWS:

Seller Representations and Warranties to Buyer that:

- a. Seller guarantees that the puppy has had proper care to date and has been examined by a licensed veterinarian. The puppy has received its first shots and has been wormed at the proper times. Records will be furnished at the time of purchase.
- b. The Puppy is free of life threatening diseases or disabilities (i.e., heart murmurs, parvo, etc.) for four (4) days after delivery to Buyer, and the puppy is current on all vaccines.
- c. Seller offers two year hip guarantee on any puppy found to have moderate or severely affected hip dysplasia that adversely affects the quality of life as a family pet. The puppy must have veterinarian confirmation and official OFA or Penn-hip consultation. Vet confirmation must state that he/she feels that the condition is congenital and not the result of an injury or abuse including over exertion. If hip dysplasia is suspected, the Buyer will obtain x-rays. All veterinarian documents and x-rays must be submitted to the Seller. If genetic eye disease is suspected, an OFA examination must be done by the time the dog reaches 1 year of age by a licensed canine ophthalmologist. If a heart murmur is suspected, an OFA examination must be done by the time the dog reaches 1 year of age by a licensed canine cardiologist or specialist. If the claim occurred within the first two years and is valid, the Seller will replace the pup with a pup of equal value, as pups are available, with the Buyer being responsible for all transportation costs, or Seller will refund the purchase price only.
- d. Seller does not guarantee against non-threatening puppy problems i.e. parasites, hernias, missing or misaligned teeth, infertility, allergies or any other non-life threatening illnesses common to puppies. Seller does not guarantee against avoidable disease caused by improper care or neglect by the Buyer. The puppy is healthy at the time of sale. The puppy has had the immunization provided in the health record.

Puppies are sold as pets with Limited AKC Registration; no guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability. Limited Registration means that the dog is registered with the AKC, but no litters may be produced by said dog and if a litter is produced, it will not be eligible for registration. If said dog has been bred, this contract is void. If all health clearances on hips, elbows, heart and eyes are obtained and clear, full registration may be given at Sellers discretion.

Returns, Refunds, Trades

- a. Buyer has four (4) days after the date of signing this Contract to have the Puppy examined by a licensed Veterinarian. If, as a result of the examination, the Veterinarian determines that the Puppy is not in good health, then the Buyer shall either (I) elect to keep the Puppy; or (II) notify the Seller and furnish a copy of the Veterinarian's report and return the Puppy to the Seller for a refund within 7 days of signing this Contract.
- b. Seller will either refund the purchase price only (*No veterinarian or shipping fees will be refunded*) or if another puppy of equal value is available, an exchange may be considered, based on Seller's discretion. Replacement puppy will be mutually agreed upon by both parties and will be of comparable quality. It is understood that the replacement puppy may or may not be from the exact parents of the original puppy. The puppy being returned to seller must be in good physical condition and must be returned with AKC registration papers signed back to the Seller. The buyer/owner is responsible for all transportation costs to and from the Seller.
- c. That the Buyer will return their Golden to the Seller if the Buyer is unable or unwilling for any reason to care for their Golden. Buyer agrees that they will never surrender their dog to a dog rescue or animal shelter. Blood work by a licensed veterinarian to rule out some sicknesses and diseases may be required before returning the dog (parvo, heartworms, buroselious, etc) to protect Sellers current dogs and litters from life threatening diseases .

To be covered by this guarantee, the following conditions need to apply:

- 1. Puppy must be owned by original owner named in this agreement.
- 2. In the case of sudden demise of puppy, breeder must receive a written notice of puppy's death from owner's vet within seven days, along with a necropsy report indicating cause of death.
- 3. Buyer agrees to provide adequate housing away from the elements. The dog must mainly reside in the house and a fenced yard or kennel and adequate shade are required. Dog will NEVER be left on a chain or rope. The Buyer will groom, train, and care for this dog in the manner consistent with high quality animal husbandry.

LIMITATIONS OF GUARANTEE:

This guarantee is non-transferable. The puppy must be in good condition physically and mentally. No replacement will be given if dog has been bred. A licensed veterinarian must do all laboratory verification's. The buyer/owner is responsible for all transportation costs to and from the breeder. The Seller is not responsible for any and all veterinarian expenses accumulated on returned or replaced dog or puppy.

THE FOLLOWING WILL VOID ALL GUARANTEES:

- 1. Allowing your dog to become obese or underfed at any time.
 - Underfed: Ribs are highly visible
 - Ideal Body Condition: Can feel and see outline of ribs. Dog has waist when viewed from above. Belly is tucked when viewed from the side.
 - Overfed: Dog has no waist when viewed from above. Belly is rounded when viewed from the side.
- 2. Evidence of neglect or abuse.
- 3. Previous related trauma (broken bones, related injuries, etc.)
- 4. Dog has been bred.
- 5. Feeding this dog anything other than a premium quality dog food.
- 6. Evidence of Strenuous Exercise – for example: No treadmill, no extensive standing on back of legs or excessive tennis ball chasing and retrieving should be done – especially on slippery floors.
- 7. Puppy was not examined by a licensed Veterinarian four (4) days after the date of signing this Contract.
- 8. Dog was spayed or neutered before 14 months of age.

Seller reserves the right to have a second opinion from her veterinarian in any case. Seller also reserves the right to acquire DNA to determine the dog or puppy as one of my lineages. In the event of any litigation in connection with this contract, the Seller will be paid reasonable attorney fees by the Buyer. Venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Harper County, Oklahoma.

Signature of Buyer

Date

Signature of 2nd Buyer

Date

Signature of Seller/Breeder

Date