

PET PUPPY PURCHASE AGREEMENT

Seller: Melody Faville Address: Phone # 503-910-9493 Email: melodyfaville@gmail.com	Buyer: Address: Phone #: Email:
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Congratulations on your purchase of a Dandelion Meadows puppy!

Male Female Golden Retriever

Whelped on: _____

AKC registration/Litter registration# _____

Microchip: _____

Name, if known: _____

Dog's Sire: _____

Dog's Dam: _____

Classifications:

PET ONLY, Breeding rights are NOT transferred with this sale. These terms and conditions are entered into and agreed upon by both the Buyer and the Seller as follows:

Purchase:

Purchase Price: A holding fee of \$500 will be sent from Seller to guarantee purchase from Buyer, This is non-refundable. The balance of the purchase price shall be paid to Seller before the puppy is shipped or delivered, or when picked up at Seller's residence unless otherwise arranged. Balance of purchase price is to be paid in cash. Balance of purchase is an additional \$1900 to equal \$2400 for limited AKC registration puppies. All shipping and/or transportation expenses for the puppy, to and from Seller's residence, and, to and from Buyer's residence, are Buyer's responsibility. Shipping expenses, Pet Nanny, airfare [determined by airline carrier]; health certificate required by airline; crate, shipping kit and materials, all paid by Buyer to Seller prior to shipping of your puppy.

Boarding by Seller:

Should Buyer ask Seller to hold the puppy beyond 9 weeks of age, Buyer must pay the full purchase price to the Seller before the puppy will be held. The puppy will be held for a maximum of 4 (four) weeks after 9 weeks of age, for the cost of an additional \$200 a week, after which allotted time the Seller has the right to place the puppy back up for sale. No amount of refund of holding fee or boarding fee will be offered to the Buyer, under any circumstances, should the Buyer not pick up dog before 4 (four) week limit or if the Buyer chooses not to take possession of the puppy.

Microchip:

Buyer agrees that the Seller will remain on the microchip as a secondary contact to prevent the puppy from ever ending up in a shelter. Seller will work with authorities to make every effort to reunite puppy with their owner but will take possession of the dog if owner is not able to be located for the dog's safety.

Limited Registration:

Puppy is being sold as a "pet only". Seller hereby agrees to furnish Buyer with AKC (American Kennel Club) registration papers providing for ownership and limited registration. The buyer agrees that the dog will not be bred.

Altering/Accidental Breeding:

Buyer agrees to have male dogs neutered after 24 months of age.

Buyer agrees to protect female dogs against pregnancy or have them spayed after 24 months of age. Seller further recommends an ovary sparing spay after the age of 24 months of age for female puppies as sex hormones have been shown to be protective against the most common cancers in Female Golden Retrievers throughout their lifespan.

Buyer understands that if their puppy is a female, this means she may go through heat cycles and this will require the Buyer to take appropriate precautions to prevent accidental pregnancy. In case of accidental breeding, the Buyer agrees that the Seller would suffer damages if the dog was bred. Parties further expressly acknowledge and agree it would be difficult to determine the extent of injury caused to the Seller if the dog was intentionally or unintentionally bred. Therefore the parties agree that, in the event of such occurrence, the Buyer shall pay the Seller \$1000.00 per puppy whelped, and that no registration shall be given for these puppies. The parties agree that this is a reasonable amount and their best estimate of the damages sustained to seller in the event the dog is bred.

Health:

The puppy is sold to Buyer and Buyer purchases and accepts the puppy in "as is" condition and Seller makes no guarantee of warranties, express or implied, concerning the health of the puppy, except as expressly and specifically set forth as follows:

- a) To the best of the Seller's knowledge, the puppy is in good health, free of known contagious diseases and has had vaccination(s)/de-worming required for its' age at delivery time to Buyer.

However, the Seller does not guarantee against future possible infection of the puppy by common viruses, bacteria, parasites or protozoa (eg: worms, giardia, coccidia, etc.) Buyer understands that until the puppy has completed its vaccinations, it may be vulnerable to diseases like Giardia or Parvovirus and agrees to keep it out of public spaces until vaccinations are complete.

- b) Seller will provide buyer with medical records detailing treatment the puppy had received under Seller's care.
- c) The puppy is warranted to be free from the expression of any hereditary disease that there is a genetic test for, as long as that a test had been developed at the time of sale. The puppy may carry one copy of some of these genetics, however it is generally accepted in the veterinary community that with only one copy of the gene, the disease will not be present in the animal.
- d) **Excluded from warranty** are any conditions that have an epigenetic influence including but not limited to dilated cardiomyopathy (DCM), Osteochondritis Dissecans (OCD), Hip Dysplasia, Elbow Dysplasia and Cancer. Although Seller makes every effort to screen for the occurrence of these diseases in their breeding program, and although there is certainly a link between Golden Retrievers and these conditions, they are epigenetic diseases with many different factors influencing their development, including diet, exercise, early neutering and environmental factors out of the Seller's control, therefore they are expressly excluded from warranty. The Seller does, however, ask that if at any time the puppy should develop one of these conditions, that the Seller be notified immediately as the Seller tracks such information to look for patterns in their breeding program.
- e) In order to maintain warranty, Buyer will have the puppy examined by Buyer's licensed Veterinarian within 72 hours after Buyer has picked up the puppy from Seller. If Buyer's licensed Veterinarian determines the puppy to have a serious illness or congenital defect, Buyer must notify the Seller immediately. Buyer may return the puppy to Seller for another puppy, or a refund provided the puppy is in the same condition as at the time of delivery and provided Buyer delivers to Seller, a verified letter from the Veterinarian of Buyer, confirming that the puppy has serious illness or congenital defect which existed in the puppy at the time it was removed from Seller's premises. This is subject to confirmation by Seller's choice of Veterinarians.

Insurance:

Buyer hereby understands that the breeder strongly recommends that they carry a pet insurance policy on their dog for the life of the dog.

Food:

Although the puppy's parents and grandparents have been screened for healthy joints and healthy heart, heart and joint problems like hip dysplasia are common in this breed and are significantly affected by how puppies are exercised and their nutrition while joints are developing up to 2 years of age, as well as by early neutering. Because of this, Buyer agrees to feed the puppy a premium "Large Breed Puppy" food for 15 months, with at least a 4-star rating as described in www.DogFoodAdvisor.com. "Large Breed" puppy food has the precise amount of calcium and nutrients, specific to what a large breed puppy needs, to grow healthy joints and reduce the risk of hip dysplasia and bone problems. It is important to follow the feeding directions as specified on the package, to prevent obesity or malnourishment.

Seller recommends highly that buyer avoids excessive legumes in the Puppy's diet and **does not** use a grain free diet to avoid increased risk of DCM (heart disease).

Exercise:

Reasonable precautions shall be taken by Buyer to prevent the acquiring any joint concerns. No treadmilling, jogging, standing on back legs or excessive ball chasing or retrieving should be done with this puppy/dog prior to one year. No hard exercise, rough playing, or extensive running should be allowed. Restrict the puppy's exercise to sensible activities (brief short walks, gentle play) and discourage jumping activities. Owner understands that extended and exhaustive playing with dogs, or forced exercise, can actually cause joint and bone problems because of soft tissue development, until the age of two years.

Care:

Buyer agrees that all medical care of the puppy is at her/his expense beginning when Buyer takes possession of the dog, and during the life of the Buyer's ownership of the puppy. Buyer will take all measures to maintain the health and well-being of the puppy for as long as the Buyer retains ownership. The Buyer will provide a good home with no physical abuse, warm and dry bedding with good protection from the weather and the elements, regular exercise, affection, proper nutrition and health care for the puppy which includes vaccines and heartworm prevention as discussed between Buyer & a licensed veterinarian. Buyer certifies, by signing this agreement that the puppy will live with the Buyer as a housedog and will never be tied/staked to a rope, chain or cable. If it is reported and confirmed by authorities that the puppy is being abused or neglected by Buyer in contradiction of this agreement, rights and ownership of the puppy will automatically be terminated and ownership of the puppy will revert back to Seller who may immediately assume possession without refund of selling price to Buyer. All costs incurred by this action will be paid for by Buyer.

Buyer agrees that if needed, they will consult a training professional to ensure that their puppy receives proper training in manners.

Buyer agrees to not have the dog euthanized unless under the direct recommendation of a licensed veterinarian, in who's opinion the dog's quality of life has diminished, and euthanasia is the only humane option.

Right of First Refusal:

Buyer agrees the dog may not be abandoned or turned into a pet store, dog pound, humane societies, or rescue organizations, only to the Seller or to a good home the Seller has agreed to.

Buyer agrees if he/she cannot or does not wish to keep the dog for any reason, regardless of age, Seller must be notified of such decision of Buyer, and Seller will have the First Right of Refusal in return of the dog to Seller with no monetary settlement or replacement puppy after 30 days of purchase. Should the Buyer elect to return the puppy before 30 days after purchase and there is no physical problem with the puppy warranting return, the Buyer will be given a refund of purchase price, less non-refundable holding fee. All shipping and/or transportation expenses for puppy, to and from Seller's residence and to and from Buyer's residence, are Buyer's responsibility. If Seller is unable to furnish her home to the dog, she

will actively cooperate with Buyer in placing the dog in a proper home. No other conditions, guarantees, or obligations, concerning the sale of this puppy apply.

Third party:

Buyer further certifies, by signing this agreement that he/she is not acting as an agent in this purchase; Buyer will not resell the dog to another seller, pet store or medical research facility.

Fraud:

Seller reserves the right to null/void this agreement upon the findings of fraud or false information provided by Buyer in an effort to deceive Seller as to the intentions of purchase of the puppy. In the case of fraudulent or false information, no refund will be given of any money exchanged between Buyer and Seller, and the puppy will not be transferred to Buyer. In certain cases, Buyer understands that Seller may report fraudulent occurrence to the proper authorities.

Seller makes no guarantee regarding loss of the puppy because of accidental death, theft, sickness, etc., or any other loss beyond Seller's control once puppy is in Buyer's possession.

By signing below, we agree that we have read, understood, and will abide by all of the terms of this contract. Should the above terms not be carried out by the buyer, the buyer is responsible for compensating the Seller's court costs. The Sales Contract is non-transferable. This contract will be interpreted pursuant to the laws of the State of Oregon and jurisdiction and venue to resolve any dispute shall be within Linn County.

BUYER Signature

Date

SELLER Signature

Date