

PET PUPPY PURCHASE AGREEMENT

Seller: Address:	Buyer: Address:
Phone #	Phone #:
Email:	Email:

Congratulations on your purchase of a Dandelion Meadows puppy!

Male  Female Golden Retriever puppy

Whelped on \_\_\_/\_\_\_/\_\_\_

AKC registration/Litter registration# \_\_\_\_\_

Name, if known: \_\_\_\_\_

Dog's Sire: \_\_\_\_\_

Dog's Dam: \_\_\_\_\_

**Classifications:**

PET ONLY, to be spayed/neutered around 24months of age at Buyer's expense by Buyer's licensed veterinarian. 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: \$ \_\_\_\_\_ with a deposit of \$ 500.00 will be sent to Seller to guarantee purchase from Buyer, deposit is transferable to a future litter for up to two years though non-refundable deposit will not be returned unless no future litters are whelped. 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. Balance of purchase price is to be paid in cash. 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 may cover 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:**

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 \$100 a week, after which allotted time the Seller has the right to place the puppy back up for sale. No amount of refund 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.

**Registration:**

Seller hereby agrees to furnish Buyer with AKC (American Kennel Club) registration papers providing for ownership and limited registration upon receiving of surgical sterilization receipt, or in a timely manner, if Seller has not received such materials from the American Kennel Club at time of receiving sterilization proof, Seller will mail as soon as they become available. Buyer agrees that the Breeder's kennel name, "Dandelion Meadows" will be the only pre-fix of the dog's registered name and never be excluded. Buyer agrees that the registered name will not be changed for any reason. Registered name may only be changed by Seller or registry.

**Limited Registration:**

Puppy is being sold as a "pet only". Buyer agrees that the dog will not be bred. Buyer agrees to have the dog spay/neutered around 24 months of age by Buyer's veterinarian and mail confirmation to Seller. Buyer understands that if their puppy is a female, this means she may go through a couple 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 \$1500.00 per puppy whelped. 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.

Altering - Altered pets may not compete in AKC conformation, but may compete in agility, rally, obedience and/or most dog sports related venues in both UKC and AKC. UKC does offer Altered Conformation shows for altered dogs in which the dog may enter.

**Health:**

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.

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) The puppy will have been given all age-appropriate shots by the Seller. Seller will provide buyer with medical records detailing treatment the puppy had received under Seller's care. Buyer agrees to immunize the puppy against diseases as recommended by their veterinarian after they receive the puppy. Seller will not be responsible for diseases contacted as a result of not immunizing the puppy with all veterinarian recommended vaccinations.
- b) 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, not 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. The Seller does not guarantee against 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 Parvovirus and agrees to keep it out of public spaces until vaccinations are complete.

c) Seller guarantees that for a period of one (1) year from the date of birth of the puppy, the puppy will not have or develop hereditary heart defects (this does not include benign heart murmurs puppies commonly have which disappear by roughly 6 months of age), hip dysplasia grade moderate or higher, elbow dysplasia grade higher than 1, and/or cataracts. This guarantee is non-transferable. If Buyer's Veterinarian determines the puppy to have any of said conditions as a result of a hereditary defect, the Buyer must have the condition confirmed by OFA. Seller will provide a new puppy for Buyer, not a refund, provided Buyer delivers to Seller a verified letter from Buyer's Veterinarian confirming that the puppy has one or more such conditions. Additionally, all test results from OFA must also be submitted, at the Buyer's expense. The puppy must be returned to the Seller, and the Seller furthermore reserves the right to have the puppy examined by Veterinarian of their choice to confirm the diagnosis. If Seller does not have a selection of puppies at the time of any such claim, Buyer will be given the opportunity to select a puppy from the Seller's next litter. Any surgical or medical procedures will be done at the Seller's discretion.

d)The puppy is warrantied 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 for 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.

e) Epigenetic influence: Puppy is excluded from warranty for any conditions that have an epigenetic influence including but not limited to DCM and Cancer. 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 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. 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. Seller further discourages the puppy's exposure to household chemicals, fertilizers and cleaning agents.

**Food:**

Although the puppy's parents and grandparents have been screened for healthy joints, 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. Because of this, Buyer agrees to feed the puppy a premium "Large Breed Puppy" food for 15 months (until considered adult), with at least a 4-star rating as described in [www.DogFoodAdvisor.com](http://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.

**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 older 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 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. All costs incurred by this action will be paid for by Buyer.

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. 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 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.

**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.

**Right of First Refusal:**

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 deposit. 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.

**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.

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BUYER Signature

Date

SELLER Signature

Date