

CONTRACT FOR DOG OR PUPPY

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

Seller Name: _____

Address: _____

Phone: _____ Email: _____

- AND -

Buyer Name: _____

Address: _____

Phone: _____ Email: _____

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 dog (the "Dog") to Buyer:

PAYMENT TYPE: _____

Name of Dog:	Breed: Golden Retriever
Date of Birth:	Limited Registration or Full Registration
Sire Name:	AKC#
Dam Name:	AKC#

1.) Seller's Representations and Warranties Seller represents and warrants to Buyer that:

(a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog. (b) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement. (c) The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 5 days from the delivery/pickup date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 5 day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void. (d) This Guarantee does NOT cover Cherry eye, Entropion, Ectropion, Allergies, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, demodetic mange. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Golden Retriever Breed breed. Buyer is responsible for all medical costs of their puppy. No refunds will be given unless the dog has 1.) "Moderate Hip Dysplasia" or "Severe Hip Dysplasia" 2.) "Grade II Elbow Dysplasia" or "Grade III Elbow Dysplasia" before one year of age. A copy of the OFA preliminary report and a copy of the x-ray has to be sent to David Ostapuk. If we determine that the puppy was poorly positioned, we reserve the right to request that the dog be x-rayed by a vet of our choice. This guarantee covers only the original Buyer and is not transferable.

2. Fitness of Purpose The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials and show ring performance.

3. Buyer's Representations Buyer represents to Seller that:

- (a) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family
- (b) Buyer will keep the Dog in an enclosed area of adequate size. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel
- (c) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies)
- (d) Buyer is not acting as agent for any other person or business in the purchase of the Dog
- (e) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility
- (f) In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement and the seller(David Ostapuk will be notified).

4. Indemnity and Release: If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

5. Limitation of Action Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

Date

Signature of Buyer

Date

Signature of Seller

Acknowledgement of Receipt I acknowledge that I have received the Dog into my possession.

Date

Signature of Buyer