

Home Grown Goldies Puppy Sales Contract

Home Grown Goldies

Bobby & Kelli Jackson

2146 1100th St.

Chestnut, IL 62518

217-671-3594

Website: www.homegrowngoldies.com

Email: homegrowngoldies@gmail.com

As dedicated breeders of Golden Retrievers, our responsibility is to protect our puppies. Therefore, we have developed our contract to protect the purchaser, breeder and most of all, the puppy. Under the terms of this contract, the undersigned parties agree to the following conditions with regard to the golden retriever puppy described below:

Puppy:

Registered Name or Call Name: _____

Sex: _____ Male OR Female _____

Color: _____

Whelp Date: _____

ID Collar Color: _____

AKC Litter #: _____

Dam: Princess Annabella Of Serenity Acres AKC #SR86012102

Sire: Sir Bartholomew Of Woodland Trail AKC # SR86010301

Breeder: Home Grown Goldies / Bobby & Kelli Jackson, (hereinafter "Breeder")

Buyer(s): _____

Address: _____

Phone: _____

Email: _____

PURCHASE:

- **Purchase price:** The purchase price is \$1,250. Buyer has paid a deposit of \$_____, with payment of the balance of \$_____ due upon release of the Dog to Buyer. The expected delivery date is _____, or such other date as the parties may mutually agree. Payment of the balance may be made by cash, cashier's check, money order, or PayPal (3% surcharge applies)_____
- **Deposit:** Breeder hereby accepts a deposit of \$500.00, which shall be paid concurrently with the execution of this Purchase Agreement and shall be applied towards the purchase price of the puppy.
- A boarding fee of \$_____ per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.
- **Shipping Expenses:** In the event the puppy is to be shipped, Buyer shall be responsible for all associated costs including transportation to the airport, shipping crate, airfare, and vet certificate (\$500.00 Shipping). Buyer must pay for puppy and shipping at least 3 days before shipment of puppy to Buyer.
- **Registration:** This puppy is being sold as a pet and companion animal. Registration for this puppy is **limited** as defined by the American Kennel Club.

Breeder Agreements:

- Both the Sire and Dam are purebred and AKC registered.
- The Breeder has exercised practical and ethical breeding at this time to produce sound, healthy Golden Retrievers. A 24-month health guarantee is offered on purchased puppy regarding genetic defects.
- The puppy is in good health at the time of purchase. The puppy has also been loved daily and properly cared for to date and has been checked by a veterinarian. The puppy has received its first shots, and has been wormed. Immunization and de-worming records will be furnished at the time of delivery.
- Our puppies are primarily intended for families who desire a pet, therapy, obedience, and/or working dog. Occasionally a show prospect is available.
- That as of the signature date of this contract, both Sire and Dam have NOT been affected by cancer, epilepsy or allergic conditions to normal environmental stimuli.
- The Breeder does not assume any liability for any injury or veterinarian expenses to purchased puppy once picked up by the buyer or delivered safely by Breeder to the airport personnel.

Buyer Agreements:

- Buyer agrees to have the puppy examined by a licensed and reputable Veterinarian within 5 business days of taking possession of the puppy to verify the puppy is in good, sound health. If the veterinarian finds the puppy to be at risk due to congenital defect (existing at birth), owner shall notify Breeder and provide a written statement from licensed Veterinarian describing the puppy's condition and shall return, at Buyer's expense, the puppy and registration papers to the breeder within three days of the examination. If the puppy is in the same condition mentally and physically as when originally purchased, the Breeder will give a full refund or provide a replacement puppy of equal quality, sex and bloodline (which will be determined solely by the breeder) at no charge within 12 months of the animal's return. Any shipping fees for a replacement puppy is the sole responsibility of the Buyer. All veterinary bills are at the buyer's expense. This return does not include worms, fleas, mites, ticks, coccidia, giardia, mange or any other parasites. It also does not include indigestion of foreign objects, ingestion of food or chemicals, or physical injury contracted or incurred following Buyer's receipt of puppy.
- In the event of the puppy's death, the Buyer must notify the Breeder within 36 hours.
- The puppy is sold to the Buyer(s) in the good faith that it will not be bred. The buyer must have the puppy spayed/neutered by one (1) year of age and send proof of spay/neuter to Breeder. The Breeder will reimburse the seller \$50.00 to help offset the cost once proof of procedure is provided.
- Full breeding rights cost an additional \$500.00 and is at the breeder's discretion.
- With limited registration this puppy is not to be used for breeding purposes. If Seller does breed the above-mentioned dog without the Sellers express permission, Buyer will be responsible for compensation to Seller in the amount of \$1000.00 (One Thousand Dollars) per puppy whelped.
- The puppy is to receive proper veterinary care and vaccinations for the duration of its life.
- The Buyer agrees NEVER to sell/give/trade/transfer ownership of this puppy to any commercial breeding establishment, agent, wholesaler, or any person not included in the original sales agreement.
- In the event, at any future time, the Buyer cannot keep this puppy, the Buyer must first notify and get an agreement from the Breeder. The Breeder has the first right of refusal. The new home must be a pet home and the puppy/dog must be spayed/neutered. The guarantee becomes void if breeder is not properly notified before being re-homed.
- Should an animal purchased under this agreement be returned for any reasons whatsoever, buyer accepts responsibility for, and shall pay, without recourse against the Seller, any and all transportation expenses, veterinary charges, crate fees, air freight charges, and transport fees to and from the involved airports.
- Buyer(s) agrees to release and hold harmless the Breeder and Home Grown Goldies for any and all liability, damages, or injuries, caused either directly or indirectly by this dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyer(s) assumes full liability for any damages or injuries, whether actual or legal, or to any property, whether real or personal, after receiving possession of this dog. Buyer(s) further agrees to indemnify or reimburse the Breeder and Home Grown Goldies as a result of any costs or expenses incurred as a result of any act of the Buyer(s) causing liability, damages, or injuries as set forth herein.

Health Guarantee:

- If this puppy is found to have any of the faults listed below by 24 months of age, Breeder will offer at no charge a puppy from next available litter or \$1200.00, upon presentation of said fault by a licensed veterinarian:

HIP DYSPLASIA (As diagnosed by two qualified veterinarians, one of whom is selected by the Breeder, and confirmed by an OFA evaluation)

ELBOW DYSPLASIA (DJD Grade II or III, as rated by the OFA)

SUB-AORTIC STENOSIS

FAILURE TO PASS EYE CERF (Second opinion required)

- The Breeder does not assume any liability for complications or death during elective and contractual procedures such as but not limited to spay/neuter.
- Breeder is not responsible if puppy contracts a communicable disease after leaving Breeder's possession.
- The breeder has no control regarding the future temperament, habits, and appearance of the dog, and hence does not warrant such. However, if the puppy develops a condition or behavior which, in the opinion of a qualified veterinarian may be related to a genetic or defect then buyer agrees to notify breeder of the condition or behavior. This assures that we can continue to provide top quality puppies.

Limitations of Guarantee.

- Failure to comply with conditions of this contract shall constitute a "breach of contract" and will result in the dog being permanently returned to the Breeder along with registration papers. Further, the Buyer will be responsible for all expenses with no expense to the Breeder.
- The following will also void all guarantees:
 - Buyer permitting the dog to be underfed or overfed at any time.
 - Evidence of neglect or abuse
 - Unexplained or untreated trauma (broken bones, related injuries, physical harm, etc.)
 - Dog has been bred
 - Evidence of strenuous exercise

For purposes of this agreement, a reputable veterinarian is one who is duly licensed by the state in which he practices and maintains an active, full-time private practice of which the care of dogs owned as pets is the most significant element of his practice.

Modification.

This agreement may be modified only by a written agreement signed by all parties. There shall be no oral modifications to this agreement.

I have read, understand and agree to abide by the terms of the items contained in this contract. I understand that this document contains the entire agreement of the parties and shall be binding to the parties signing, as well as their heirs, successors, and legal representatives.

Signature of Breeder: _____ D _____ ate: _____

Signature/s of Buyer/s: _____ Date: _____
