

Golden Havoc Kennels Puppy Deposit and Sales Agreement

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PUPPY BEING SOLD

Litter:
Dam:
Sire:
Sex of Puppy:
Name:
Date of Birth:
AKC ID#:

BUYER

Name:
Address :
Email:
Phone:

ON THIS DATE: _____

Golden Havoc Kennels aka Karla Schwarting (Seller) has agreed to sell and the below named (Buyer) has agreed to buy one AKC Registered Golden Retriever Puppy for the Purchase Price named below, under the terms in this Agreement and as described.

PURCHASE PRICE of the Puppy is \$ xxxx

This Purchase Price does not include any Delivery Charge (if any) which is calculated separately.

Part of the Purchase Price will be paid immediately with this Agreement as a Deposit to guarantee that Seller will hold the Puppy for delivery to the Buyer on the below specified Delivery Date.

DEPOSIT (Surety of Action Deposit) in the amount of **\$500** is required to hold Puppy for Buyer until date of Delivery.

Addl Costs (Delivery Boarding Training _____) Total \$ xxxx

The Balance Due (**\$xxxx**), after crediting the Deposit (**\$500**), will be paid in Cash, via Paypal, Credit Card or Check at the time of Delivery of the Puppy to the Buyer.

Deposits are refundable until litter turns 1 week old - then there is no refunds on Deposits. Deposits refunded after 60 days will incur \$25 service charge. Puppies will be 'selected' sometime after 6 weeks of age (an age where personality and temperament can be better judged). Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the Puppy to other Buyers and retention of the Deposit is meant to compensate Seller for her possible loss. This deposit signifies the intent on the part of the Buyer to follow through with the Purchase of this Puppy.

The Seller reserves the right to void this transaction and refund the Deposit if we learn of any reason why Buyer might not be suitable for the puppy -(i.e. Buyer is found to be an animal abuser, violent person, representative of a Pet Store, representative of a pharmaceutical research laboratory etc.).

If the transaction is voided or if through some tragic accident the Puppy were to die or otherwise be seriously injured before it goes to its new home then, of course, the deposit will be returned to the Buyer; unless the Buyer wishes to apply the Deposit to another Puppy, if one is available, or to a puppy from the next available litter.

Golden Havoc Kennels Health Guarantee

Golden Havoc Kennels is dedicated to producing healthy, genetically sound pups. Your puppy is guaranteed to be healthy and free of hereditary defects under the conditions described below:

This agreement is made between Karla Schwarting and Golden Havoc Kennels (hereafter referred to as "Seller") and _____ (hereafter referred to as "Purchaser"). Seller transfers all rights, privileges, and responsibilities associated with ownership of this puppy to Purchaser as of the date described below. Transfer of all paperwork necessary for limited registration with AKC is included in the purchase price. Specific conditions of this sales agreement and guarantee include:

1. Purchaser has seventy-two (72) hours from the date of purchase in which to have a veterinarian examine the pup for health problems. If Seller does not hear from Purchaser within that period, it will be assumed that the Purchaser is satisfied and that the pup is in good health. If there is a problem that cannot be rectified, Purchaser may return the puppy to the Seller on the day following the examination, with a veterinarian's statement, for a full refund of the purchase price of the pup. After 72 hours, Purchaser assumes all responsibility and liability for any genetic or other medical conditions except those described below.

2. HIP-ELBOW DYSPLASIA: If before the age of 26 months, the purchased dog develops hip or elbow dysplasia, as evaluated by the Orthopedic Foundation for Animals (exam MUST occur before 26 months of age), the Seller will compensate the Purchaser once with either (1) another puppy of equal value or similar quality (replace), (2) compensate "out of pocket" veterinarian bills, **after pet insurance payment**, up to the original purchase price to be refunded in lieu of a replacement puppy (refund). ***The decision to replace or refund is at the discretion of the Seller.*** Seller will have 6 months to replace puppy or refund money. All charges incurred in replacing a puppy will be assumed by the purchaser. If the value of the replacement puppy is greater than the original purchase price, the Purchaser will be responsible for paying the difference. PLEASE NOTE OUR RECOMMENDATIONS AND REQUIREMENTS FOR FEEDING TO DETER HIP-ELBOW COMPLICATIONS. ***Hip-Elbow evaluation must show that the hips-elbows are moderately to severely dysplastic. This evaluation will need to be confirmed by my DVM orthopedic specialist. You must also show proof that your dog has been spayed/neutered with a signed and dated medical report. Also a statement from veterinarian that puppy is not and never has been overweight for his/her bone structure, and medical records from your vet that show us that you had your puppy visits to prove what the records show of the puppy's weight.***

3. HEREDITARY EYE DISORDERS: If before age 24 months your dog develops Progressive Retinal Atrophy, cataracts, or retinal dysplasia as certified by an ACVO Diplomate veterinary ophthalmologist, the Seller will compensate the Purchaser once with either (1) another puppy of equal value or similar quality (replace), or (2) compensate "out of pocket" veterinarian bills, after pet insurance payment, up to the original purchase price to be refunded in lieu of a replacement puppy (refund). ***The decision to replace or refund is at the discretion of the Seller.*** Seller will have 6 months to replace puppy or refund money. All charges incurred in replacing a puppy will be assumed by the purchaser. If the value of the replacement puppy is greater than the original purchase price, the Purchaser will be responsible for paying the difference. NO DOG OVER THE AGE OF 24 MONTHS IS COVERED FOR EYE PROBLEMS. Purchaser must provide Seller with the exam result and a letter from the veterinarian stating that the eye problem is definitely of a hereditary nature and not due to illness or injury, nor is something that could possibly be caused from outside, or environmental reasons.

4. This guarantee applies to the original Purchaser of the dog only and DOES NOT apply in any way if the dog is sold or transferred to another without the written approval of the Seller.

5. Any claim by the Purchaser shall be in writing and be accompanied by (1) a copy of this guarantee; (2) original AKC Registration Certificate, with ownership signed back to Seller; (3) veterinary certification of hip, elbow, or eye defect as described above; and (4) veterinary certificate of neuter/spay or euthanasia. This claim must be submitted to the Seller with all required documents before the dog reaches 30 months of age for hip/elbow dysplasia; 24 months of age for PRA, cataracts, or retinal dysplasia.

The Purchaser has several responsibilities and conditions when making any claim for a replacement or refund for the terms of this guarantee to remain in effect:

- A licensed veterinarian shall examine this puppy within seventy-two (72) hours of receipt. If Buyer's veterinarian determines this puppy to be ill, or for any reason this puppy is unacceptable, the Buyer may return the puppy for a full refund, provided it is in the same condition as at the time of receipt. If the puppy is returned due to illness, a verified letter from Buyer's veterinarian is required. This includes death or illness from any health condition deemed present prior to removal from our premises. Seller reserves the right to have the puppy examined by Seller's veterinarian upon return. All other expenses will be at owner's expense. Buyer also promises that within the initial 72 hours to (a) keep

this puppy safe from public places and kept only within their residence or backyard, and (b) to not take the puppy to public parks or allow visiting animals, which can bring in a disease.

- Seller must be notified within 72 hours of diagnosis of the above mentioned hereditary defects.
- Pet Insurance covering dysplasia is recommended.
- Seller may require all medical records relating to a diagnosis for a claim be forwarded to Seller for a secondary opinion. Expenses for initial diagnosis are the responsibility of the Purchaser, while expenses for a secondary opinion shall be the responsibility of the Seller. Seller agrees to return all forwarded records and information back to purchaser.
- The dog must be neutered/spayed or euthanized (documentation required) before 30 months of age for hip/elbow dysplasia; 36 months for eye defects.
- The dog may not have been bred prior to the claim.
- Dog has not done an excessive amount of climbing stairs, running, jumping & exercise. **NO ROAD WORK.**
- Many hip-elbow problems stem from pups being overfed. Many dog foods can **expedite growth** in puppies and potentially result in hip and elbow problems. We recommend that the puppy be placed on a moderately SLOW GROWTH diet. The Purchaser is expected to feed the dog responsibly and keep it in good health and at an optimal weight for this agreement to be in effect. Dogs that are **overweight** as a result of poor feeding are NOT covered under this agreement. We suggest a reputable brand of **"large breed" puppy or adult food** for at least the first 18 months, after which other premium adult foods are appropriate. Please consult your vet regarding proper feeding of your dog. We may seem very strict on this point but you would be surprised how many people say they understand and let their pet get overweight.
- Slow growth diet and proper Calcium (0.8-1.5%) and Phosphorus (0.6-1.2%) ratios (Ca:P ratio of 1.2 to 1.4:1) has been followed and dog has stayed at proper weight throughout it's normal growth period. Veterinarian records including dog weight must be maintained.
- Please **no jogging** till the growth plates are complete at around **2 years old**. Swimming is great exercise, chasing balls, walking. **{NO HEAVY ROAD WORK ON A BICYCLE.}**
- **Panosteitis** (growing pains) is caused by fast growth/improper feeding and is not covered under this contract.
- Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping puppy/dog parasite free, current immunizations, proper nutrition, and fresh water available at all times. Buyer promises to provide a safe environment for the dog, and never allow the dog to roam freely without proper fencing or supervision.
- Buyer will not sell, give away or otherwise dispose of said animal to any person(s), dealer, retailer, auction, institute or any other entity for any reason. If at any time the Buyer can no longer retain possession of this dog, Buyer agrees to first contact the seller and give them the option to reclaim said pet at no charge.
- This contract applies to the original buyer only and is non-transferable to a second party.
- Buyer agrees to inform breeder of any health issues that might arise in said puppy so breeder can work to eliminate them from the breed. Buyer's agree to forward vet statements to the breeder explaining these health issues.
- This puppy is sold expressly for the purpose of companionship and is not intended for breeding or conformation showing. It may NOT be shown in conformation events, but may compete in obedience and hunting events. This puppy shall be registered with an AKC limited registration, i.e., no offspring shall be eligible for registration with the AKC.
- Please enjoy your new puppy. We encourage getting this puppy into a puppy kindergarten class. ***Puppies need socialization not only with people, but with other dogs.***

IN CASE OF LITIGATION INCLUDING ANY APPEAL THEREOF, IS INSTITUTED ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT, THE LOSING PARTY SHALL PAY TO THE PREVAILING PARTY THEIR REASONABLE ATTORNEY'S FEE.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THOSE EXPRESSLY COVERED IN THIS WARRANTY, AND LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY.

WE DO NOT SELL PUPPIES FOR BREEDING PURPOSES PER SE, NOR DO WE SAY THEY WILL BE SUITABLE BREEDING ANIMALS. UNLESS PREVIOUSLY ARRANGED ALL PUPPIES ARE SOLD WITH LIMITED REGISTRATION. WE DO NOT GUARANTEE THAT ANY OF OUR PUPS WILL EARN ANY SORT OF TITLE, UKC/AKC CHAMPIONSHIP, OR OTHERWISE. THIS IS SOLEY DEPENDENT UPON THE TRAINING AND TREATMENT GIVEN THE PUPPY AFTER IT IS SENT OR PICKED UP FROM GOLDEN HAVOC KENNELS.

Buyer's Signature: _____

Date: _____

Seller's Signature: *Karla Schwarting*

Date: May2017