



Puppy/Dog Purchase Agreement & Guarantee

Limited Registration

This agreement (“**Agreement**”), dated as of _____ (the “**Effective Date**”), is between the listed Seller and Buyer. The subject of this Agreement is the puppy/dog described below.

Breeder: Dale Hollow Golden LLC, hereafter known as seller/ breeder

Buyer: _____, hereafter known as purchaser, buyer.

Purchase Price: _____ Balance Due _____ (when puppies reach six weeks of age)
DOB _____

Sire:

Dam:

The Breeder and Buyer agree as follows:

- 1. Deposit:** A non-refundable deposit of \$500 (Deposit) shall be due and paid to Breeder upon execution of this Agreement. The deposit shall be applied to the final Purchase Price.
- 2. Purchase Price:** The full purchase price of \$ _____ (“Purchase Price”) with the balance due in full when puppy reach 6 weeks of age, or at least two weeks before puppy/dog is delivered to or picked up by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Credit Card, PayPal, Venmo, or Good Dog. Buyer is responsible for added fees associated with PayPal and Venmo usage.
- 3. Shipping Expenses:** In the event the buyer is not able to personally pick up their puppy, the puppy can be shipped via ground transportation at 8 weeks of age. Buyer shall be responsible for all associated costs including travel crate and shipping fees. Buyer must pay for puppy and shipping fees when puppy is 6 weeks of age.
- 4. Limited Registration:** This puppy can be registered with the American Kennel Club (AKC). This puppy is being sold as a pet and companion animal. Registration for this puppy is therefore **LIMITED** registration as defined by the American Kennel Club. As such, the puppy/dog is not eligible for exhibiting in Conformation, but may compete in other performance events, such as Agility, Obedience, and Rally. The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for AKC registration.
- 5. Registration by Buyer:** If buyer chooses to complete the AKC registration process, buyer agrees to use Breeder’s Kennel name, Dale Hollow, in puppy/dog’s registered name.

6. Unauthorized Breeding: The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, (A) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$15,000 per litter of offspring and (B) all of Breeder's warranties set forth in this Agreement will become null and void.

7. Breeder Obligations:

a. Ownership: Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price, or when puppy is picked up by or delivered to Buyer.

b. State of Health: Short-Term Health Warranty: The puppy/dog was previously examined by a licensed veterinarian and was found to be in good health at that time and has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog (the "**Examination Period**") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse, or neglect, (y) any health issues that result from the puppy/dog's transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites, or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.

- c. Long-Term Health Warranty: Breeder provides a one-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" (i) include hip or elbow dysplasia, Heart or Eye diseases, and expressly does not include retinal folds or heart grade murmur of a level 1 or 2. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination. *An additional 6-month health guarantee can be given provided the new owner continues to maintain NuVet Plus and NuVet Joint supplements as recommended for the entire guarantee period. NuVet Plus should continue from puppy pick-up. NuVet Joint Supplements should start at nine months of age. Failure to do so makes this additional guarantee null and void. We also highly recommend you continue to give your pet these supplements beyond the guarantee period to promote optimal health for a lifetime. Both supplements can be ordered by calling NuVet 1-800-474-7044. Please use order code 82539 so the breeder can track usage and thus grant the additional 6-month guarantee. Buyer may also order online at www.nuvet.com/82539. There is also a link provided on our website.

d. Returns/Refunds: If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may (x) keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed one half the Purchase Price

amount) , (y) return the puppy/dog to the breeder and receive reimbursement of the original amount of Purchase Price, or be given a puppy from the next available litter of equal value.

e. No other Warranties: No other warranties or guarantees, expressed or implied, are made by Breeder and the puppy/dog is sold and delivered in an “as is” condition, except as expressly and specifically set forth herein.

BUYER AGREEMENTS:

- Buyer agrees to have the puppy examined by a licensed and reputable Veterinarian within 5 days of purchase to verify puppy is in good 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 provide a replacement puppy of equal quality, (which will be determined solely by the breeder) within 12 months of the animal’s return or refund the full purchase price of puppy. Any shipping fees for a replacement puppy are the sole responsibility of the Buyer. All veterinary bills are at the buyer’s expense. This return does not include **A.)** worms, fleas, mites, ticks, coccidian, giardia, mange or any other parasite as they are common in dogs and puppies. **B.)** Stress/environmentally induced disorders, **C.)** other communicable diseases that are beyond Breeder’s control once the puppy leaves Breeder’s premises, and **D.)** conditions that are minor, correctable or which could go away or which the puppy will likely outgrow, and **E.)** indigestion of foreign objects, ingestion of food or chemicals, or physical injury contracted or incurred following Buyer’s receipt of puppy.
- The puppy is sold to the Buyer in good faith that it will not be bred. Buyer should have puppy spayed/neutered by age 2.
- Puppy is to receive proper veterinary care, vaccinations and nutrition for the duration of its life.
- The buyer agrees to NEVER sell/give/trade/transfer ownership of this puppy to any large commercial breeding establishment, any agent, any wholesaler, broker, pet shop, pet mill, or any party not included in the original sales agreement. In the event of a dissolution between buyers and an agreement cannot be reached between buyers, puppy/dog shall be returned to the breeder at no cost to the breeder.
- The value of this pet for the purpose of this guarantee is solely the original purchase price of the pet, and does not include any additional prices declared by the buyer, such as value of show dog, shipping or training fees.
- Breeder assumes no responsibility for veterinarian or shipping fees and breeder reserves the right to have a second opinion from licensed veterinarian.
- If buyer is unable to continue to care for the puppy, buyer agrees to return puppy to Dale Hollow Goldens with all registration and veterinarian record papers, unless – buyer has adequate home lined up for puppy. Buyer agrees never to surrender their dog to a dog rescue or animal shelter.

- Should dog/puppy purchased under this agreement be returned for any reasons whatsoever, buyer accepts responsibility for, and shall pay, without recourse against 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 Dale Hollow Goldens, 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 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 one year from date of birth, Breeder will offer a replacement puppy, upon presentation of said fault by licensed veterinarian or specified specialist. *An additional 6-month health guarantee can be given provided the new owner continues to maintain NuVet Plus and NuVet Joint supplements as described above.

1. Hip or Elbow dysplasia due to genetics. The puppy must have an x-ray by two qualified veterinarians, one of whom is selected by Breeder, to confirm diagnosis and it must be documented by an official OFA (Orthopedic Foundation of Animals) consultation. Documentation must be presented to breeder within 3 days of diagnosis.
2. Heart defects due to genetics. This puppy is guaranteed for one year from date of birth for heart defects due to genetics that cannot clear OFA certification. This diagnosis must be performed by a canine cardiologist (echocardiogram needed to confirm diagnosis). Documentation must be presented to breeder within 3 days of diagnosis.
3. Eye disease due to genetics. This puppy is guaranteed for one year from date of birth for eye diseases due to genetics that cannot clear OFA certification. This diagnosis must be confirmed by a Board-Certified Ophthalmologist Veterinarian. Documentation must be presented to breeder within 3 days of diagnosis. This does not include retinal folds.

Limitations to Guarantee

- Breeder is not responsible if puppy contracts a communicable disease after leaving Breeder's possession.
- Breeder does not assume any liability for complications or death during elective and contractual procedures such as but not limited to spay/neuter.
- Breeder has no control regarding future temperament, habits, and appearance of dog, and hence does not warrant such.
- The stress of moving to their new families can cause minor heart murmurs. This kind of murmur will usually go away within the first year.
- Puppy being underfed or overfed. **This will void all guarantees!** Obesity can contribute to and/or cause hip and/or elbow dysplasia.

- Evidence of abuse or neglect. **This will void all guarantees!**
- This guarantee is non-transferable. Puppy must be owned by the original owner named in this agreement.
- Breeder makes no guarantee regarding the loss of the puppy due to accidental death, theft, sickness due to lack of vaccinations, etc., or any loss beyond the Breeder's control except as stated above.
- This contract does not cover any environmental factors, such as, but not limited to: puppy/dog jumping in/out/on/off any anything, being placed in a crate too long, or crate too small, slippery surfaces, and/or excessive use of stairs.

If dog has been bred will also void all guarantees!

Failure to comply with conditions in this contract shall constitute a "breach of contract" and will result in the dog being permanently returned to the Breeder with registration papers, as well as a \$5,000 fine. Further, the Buyer will be responsible for all expenses with no expense to the Breeder.

Buyer: _____ **Date:** _____

Breeder: _____ **Date:** _____

Dale Hollow Goldens: Monroe, TN 38573 Phone: (931) 239-2833

Email: dalehollowgoldens@yahoo.com