

TalkAbout Retrievers Puppy Purchase Agreement

BILL OF SALE / SALES CONTRACT FOR: Golden Retriever Puppy, "the Dog" THIS AGREEMENT made the _____ day of, 20____

Buyer Name: _____ **Address:** _____ **Phone:** _____ **Email:** _____

- AND -

Seller TalkAbout Retrievers

DEPOSIT: This will be subtracted from the total fee of \$_____ - at pick up time. Deposits are nonrefundable, unless puppy is unavailable, or the Seller decides the buyer is an unfit home and refuses sale. Only in the case the Seller refuses sale, or by Seller discretion, will a deposit be refunded. **If Buyer chooses not to place a deposit, no puppy will be guaranteed.** Deposit may be forwarded to a future litter.

Signature: _____ Date: _____

UPON PAYMENT of the total 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:

Name of Dog:
Breed: Golden Retriever Color:
Date of Birth:
Sex:
Litter Registration #:

Dam Registration # and Registered Name:

Sire Registration # and Registered Name:

Statement of health: The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog. Buyer agrees at time of purchase the Dog is free of all communicable diseases and parasites.

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees: Buyer has paid a deposit of \$_____ with payment of the balance of \$_____ due upon release of the Dog to Buyer.
2. 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, PayPal, or Venmo. If Buyer uses PayPal, service fee will be added to Buyer expenses. Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if: (a) Buyer fails to complete the purchase of the Dog for any reason, or (b) Buyer fails to pay the balance of the Purchase Price within 3 days of the agreed pickup date. In either event, Seller shall be free to sell the Dog to another party. In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies. Ill puppy in this case will not

be transferred to Buyer. A boarding fee of \$10 per day will be charged for each day the Dog is boarded by Seller past the agreed pickup date.

3. Transfer of "Ownership and Registration" upon payment in full of the Purchase Price, Seller shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer. *Limited* American Kennel Club registration papers will be provided. If so desired, *full* registration is available for the Buyer if Breeding Evaluation is completed/approved and breeding addendum signed. Breeding rights are not guaranteed and are the right of Seller to refuse. Breeding rights will be granted after Dog age of two years, when passing evaluations of heart, eyes, hips, and elbows are received (as recognized by PennHip or OFA), as well as results of ICH and NCL tests. The Dog must also attain at least one acceptable AKC recognized title.
4. 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) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance. (c) 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. (d) The Dog is in good health and free of communicable diseases at the time of this sale. (e) 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 3 day period will nullify this warranty. Returns will not be viable for Dogs that have contracted worms, fleas, ticks, or any "easily" transmissible parasite. Only in the case the veterinarian discovers an issue of Seller fault or genetic issue can a refund be made. 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. (e) This Guarantee does NOT cover Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, umbilical hernia, mange, or missing teeth. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or injury as a result of improper socialization. Health guarantee will extend for 28 months if abovementioned exam is completed. *Buyer has 3 business days from the pickup date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost*

****The Dog is guaranteed for 28 months against fatal and/or life altering congenital diseases that adversely affect the health of the animal. This guarantee will cover ONLY severe hip or elbow dysplasia (which hampers the dog's movement and natural gait, and which requires surgery or treatment to correct), or congenital eye/heart defects which require treatment. If the dog has one of the abovementioned issues, or dies of an inherited condition within a 2 year time frame (the Buyer must pay to have the animal autopsied to determine reason of death) Seller will take back "The Dog" if surviving, and offer a replacement puppy when one is available, or offer up to purchase cost in health care assistance. The Seller reserves the right to a second veterinarian opinion at the expense of The Buyer. *Buyer acknowledges the Dog is free of disease/parasite at purchase. Vet check will be provided.***

Signature:

Date:

5. Breed Characteristics: Buyer agrees that they have thoroughly researched the Golden Retriever breed and understand the health issues they can possess. Buyer is aware Golden Retrievers dig, chew, and jump. Buyer is responsible for all costs of their puppy. This guarantee covers only the original Buyer and is not transferable. (f) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller maintains first right of refusal regarding The Dog. Seller will purchase back the dog at $\frac{3}{4}$ the original purchase price; with any medical costs subtracted from this payment. Buyer is under no circumstances to rehome The Dog without Seller approval.
6. Fitness of Purpose: The Dog was bred as a companion/*potential* performance animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including but not limited to, obedience trials, hunt tests, and/or breeding purposes.
7. Buyer's Representations: Buyer represents to Seller that: (a) **Buyer will not have the Dog spayed or neutered before the age of 18 months, for health benefits.** (b) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family. (c) Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel. (d) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies). (e) Buyer is not acting as agent for any other person or business in the purchase of the Dog. (f) 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. (g) In the event Buyer sells the Dog to a new owner with Seller approval, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement. (h) Buyer will not take the Dog to a dog park, place the Dog on veterinarian office floor, or allow the Dog to interact with unknown or un-vaccinated animals until the third round of vaccines is complete at age 12 weeks. If such is done, the Seller is held faultless for diseases contracted as a result.

8. 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 Buyer, including but not limited to damage to or destruction of property, and injury to any person or animal.
9. 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 2 months of the date such claim or loss occurs.
10. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Texas.
11. Electronic Signature: Electronic signatures will be accepted as valid and binding signatures. They will be considered legally constraining, and require the Buyer adhere to this contract.
12. Entire Agreement: This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____