

# Ellendale Labradors

PO Box 83 Taylorsville, NC 28681

828-228-0009

www.EllendaleLabradors.com

## Health Guarantee & Sales Agreement

This sales agreement is between Jacqueline Dyson, herein after referred to as "Seller" and \_\_\_\_\_, herein after referred to as "Buyer(s)". In consideration of payment in full of the purchase price for dog/puppy (does not include additional shipping fees or other associated fees) of \$\_\_\_\_\_ by Buyer to Seller, Seller agrees to transfer to Buyer, subject to the terms and conditions contained in this Sales Agreement, the ownership of one \_\_\_\_\_(color) MALE or FEMALE (mark one) Labrador Retriever puppy/dog, herein after referred to as the "puppy" (regardless of age), from the mating of the sire and dam identified below. Buyer has agreed to provide a non-refundable deposit of \$250 if not paying in full at the time of purchase. If puppy is being shipped via air freight, Buyer agrees to pay the non-refundable shipping fee of \$\_\_\_\_. Crate cost is included in the shipping fee price and is not to be returned to Seller. This fee also includes insurance, vet exam and required paperwork, airline and travel expenses. Buyer agrees to pay for any additional costs related to puppy including, but not limited to, boarding and additional vaccinations once the puppy reaches 9 (nine) weeks of age. If the puppy is not being shipped via air freight, the above fee amount line will be marked with "NA", standing for "Not Applicable". All flight arrangements are made by the Seller.

Additional Information (if needed):

SIRE: \_\_\_\_\_

AKC Registration #: \_\_\_\_\_

DAM: \_\_\_\_\_

AKC Registration #: \_\_\_\_\_

LITTER DATE OF BIRTH: \_\_\_\_\_

PUPPY AKC Registration #: \_\_\_\_\_

Seller certifies that this puppy was bred in accordance with the American Kennel Club (AKC) registration requirements for purebred dogs. Individual puppy registration papers will be given to the Buyer once this Sales Agreement has been signed and returned to Seller. If puppy is being shipped, this Sales Agreement will accompany the puppy and once it has been signed and returned to the Seller, the registration papers will be promptly mailed via USPS Priority Mail with Delivery and Signature Confirmation.

This puppy is being sold with FULL or LIMITED (mark one) registration status. Please refer to the AKC web site, [www.akc.org](http://www.akc.org), for further definition of these terms. Both types of registration will permit this puppy to participate fully in AKC approved competition; a "Limited" registration denies registration privileges to any offspring of this puppy, and is the Sellers confirmation that this puppy is intended as a family pet, not for breeding.

**By signing this Sales Agreement, the Seller and Buyer full understand and agree to the following:**

1. Buyer must have new puppy examined by a licensed veterinarian within 72 hours of delivery. (see #4)
2. The Seller guarantees that the said puppy described within this Sales Agreement will be free of the following: Adenovirus 2, Bordetella, Distemper, Parainfluenza, and Parvovirus for a period of 10 (ten) calendar days after receipt of the live puppy to the Buyer(s). The Seller will provide a vaccination record of the purchased puppy to the Buyer. If the puppy is due for vaccinations (including Rabies), and the Buyer(s) fails to provide vaccinations, this guarantee is null and void if the puppy contracts diseases that would otherwise be prevented by those vaccinations.
3. The Seller shall not be responsible for any medical costs incidental to the puppy after Buyer(s) receives the puppy. Seller transfers the puppy described within this Sales Agreement to the Buyer as "healthy" at the time of the sale. Seller does not assume any liability for any injury to said puppy after time of sale. If there is a problem with the puppy, Seller's Veterinarian and Buyer(s) Veterinarian must agree that health reasons existed before time of purchase, provided the puppy has been properly cared for while in Buyer(s) possession.

4. If puppy dies within 24 hours of purchase, Buyer(s) must have an autopsy performed by a State Licensed Veterinarian, at Buyer(s) expense, to determine cause of death. If cause of death is due to problems that existed before the time of purchase and after our Veterinarian has examined the puppy, a replacement puppy is given. The replacement puppy will be of the same equal value. A replacement will only take place if the puppy which is described within this Sales Agreement has been properly cared for while in Buyer(s) possession. UNDER NO CIRCUMSTANCES WILL A REPLACEMENT OF A PUPPY TAKE PLACE IF THE ABOVE CONDITIONS ARE NOT MET. The puppy must be returned within 24 (twenty-four) hours, after which replacement of the puppy is forfeited. If this puppy is determined to have a major health defect, he/she may be returned to the Seller, at the Buyer(s) expense, for a replacement puppy of equal value. This replacement policy does not cover death due to neglect nor abuse.

5. Seller is not responsible for immunity level, mites, pneumonia, mange, heatstroke, ringworm, conjunctivitis, intestinal worms & parasites, fleas, ticks, and/or ear infections *once puppy has left Seller's hands*. Buyer is responsible for keeping their puppy away from contaminated areas, as well as out of the heat and cold drafty places.

6. The Seller shall provide to the Buyer(s) registration certificates (individual) for the puppy being purchased ONLY after this Sales Agreement has been signed and the Seller has a signed copy of this Sales Agreement in hand. If the certificates have not been received from the registries at the time of sale, the Seller will provide the Buyer(s) evidence that the registrations have been applied for, and upon receipt from the registries, the Seller will forward the certificates to the respective Buyer(s) promptly, via USPS Priority Mail with Delivery and Signature Confirmation, at Seller's expense.

7. If Buyer plans to show puppy, Seller does not guarantee that he puppy will become a Champion.

8. IF THE BUYER(S) PREFERS COMMERCIAL SHIPMENT: The Seller will arrange air shipment for the puppy described within this Sales Agreement, however, the Buyer(s) will pay the cost of any and all arrangements and expenses for commercial shipment of the said puppy. The puppy will be shipped via air freight of the Seller's choice of airline(s). The Seller will not commercially ship a puppy before 8 (eight) weeks of age. The Seller shall not be responsible for the safety of the puppy while in transit to the Buyer(s) place of residence/airport/point of delivery, including any and all incurred injuries as a result of transportation accidents.

9. The Buyer(s) agrees to provide annual vet exams, including heart-worm checks and preventatives, to provide all Vet recommended vaccinations yearly, and keep records of them. Failure to comply with and provide documentation of these requirements voids all guarantees. The Buyer(s) further warrants that the puppy will be kept in appropriate conditions for its health and welfare. Puppy will be fed a suitable diet for its age and condition. Puppy will receive all necessary veterinary care to maintain its good health. Remember to keep your puppy clean. (see #5)

10. When purchasing one of our puppies, while the puppy is in the Seller's care, it shall receive de-wormings at 2 (two), 4 (four), 6 (six) and 8 (eight) weeks of age. The puppy will receive their first set of shots at 6 (six) weeks of age. The 2nd (second) set of shots are due at 9 (nine) weeks of age, the 3rd (third) set of shots are due at 12 (twelve) weeks of age, and the 4th (fourth) set of shots at 15 (fifteen)/16 (sixteen) weeks of age. The puppy will need its Rabies shot along with their 3rd (third) OR 4th (fourth) set of shots, depending on your State's requirements. (Some States will not allow the Rabies vaccination until the puppy is 16 (sixteen) weeks of age.) After the last vaccination in the puppy's series of shots, yearly vaccinations are required. All shots and de-wormings will be administered by Seller while the puppy is in the Seller's care. After puppy is delivered to Buyer(s), it is then the Buyer's responsibility to continue the vaccination schedule recommended by the Buyer's veterinarian. (see #9)

11. No replacement for temperament as this is environmental and Buyer(s) responsibility. As a responsible breeder, I expect that this puppy will be properly socialized. I also expect and highly recommend that this puppy will attend a puppy obedience class but this is not a requirement. As a breeder, I do everything possible to breed dogs of sound mind (temperament) and body. Some responsibility is the Buyer's as to proper feeding, exercise, socializing, and training, of which all have a bearing on the end results of a sound adult dog. Seller is not responsible for any damage the puppy might do at any given age to property and/or living subjects (other animals, people, etc.).

12. Seller will not be responsible for puppy if lost or stolen. Seller will not refund the purchase price of the puppy, nor will Seller give another puppy for replacement. Buyer(s) also agrees not to sell, trade, or dispose of this puppy. In doing so will void this Sales Agreement. This Sales Agreement is NOT transferrable. Seller highly recommends getting your puppy micro-chipped, an identification chip which is inserted by the Veterinarian, but this is not a requirement.

13. If, at any time, Buyer(s) is/are unable or unwilling to care for the puppy, wants to offer the puppy for sale, wants to transfer the puppy to a third party other than an immediate family member, Buyer(s) agrees to contact and return said puppy to Seller as first option. The Seller has 10 days to accept or reject this right of first offer. If this puppy should, any time in its lifetime, need to be surrendered, at no cost, the Seller will reclaim this puppy, and its disposition becomes the choice of the

Seller. Registration papers and all Vet/Health records are to be transferred back to the Seller at this time. Any and all expenses in relation to returning the puppy to the Seller are the Buyer's responsibility. Should the Buyer be unable or unwilling to fulfill any of the provisions set forth in this Sales Agreement, or if any local authority seizes this puppy due to neglect or abandonment, the Seller retains the right to reclaim this puppy without compensation. The Buyer(s) agrees to pay the Seller any and all expenses, including court costs and attorney fees, in enforcing the terms and provisions of this Sales Agreement. NEITHER REFUND NOR REPLACEMENT OF PUPPY WILL BE GIVEN.

14. Buyer(s) agrees to and understands the following conditions: The puppy shall not be sold, leased or given to any pet shop or research establishment. The puppy shall not be sold, given or donated to any person without the Seller's prior knowledge and consent. Buyer(s) further agrees that the said puppy should not be used for medical or any other experimental purposes or sold to a supplier, wholesaler, shelter, pound, or humane society.

15. Buyer(s) and Seller agree to notify each other within 10 days of any change of address or phone number.

16. It is also understood that the Seller and/or AKC may examine and make inquiries about said puppy at any time. If not satisfied with the condition of the puppy or the conditions in which it is kept, said puppy can or may be removed immediately. NO REFUND OR REPLACEMENT OF PUPPY WILL BE GIVEN. Any veterinary services needed due to negligence or lack of care will be the Buyer's responsibility and payable to Seller.

17. Puppy is guaranteed for 24 (twenty-four) months from the date of birth against genetic/hereditary hip/elbow Dysplasia. If a licensed, certified Veterinarian validates genetic/hereditary hip/elbow Dysplasia, and the puppy has been OFA'd "at" 24 (twenty-four) months of age, the said puppy will be required to be spayed/neutered at Buyer's expense and paperwork will be provided to the Seller proving these procedures were done. The puppy will be replaced with a comparable puppy from a different female when available and only after documents have been received proving spaying/neutering and OFA reports. This guarantee is null and void if the puppy is a female and has been bred prior to being 2 (two) years of age. This guarantee has no cash value.

18. Buyer is required to maintain puppy on NuVet Plus Supplements for the duration of the covered period of time that this Health Guarantee covers, being 24 months, in order for the Health Guarantee to remain valid. (NuVet Breeder Code 28934) NuVet supplies a monthly purchasing report which provides Seller with affirmation of the use of NuVet Plus. Additional information and a starter supply will be included in your Puppy Starter Kit.

This Sales Agreement contains the entire agreement between the parties and no statement or verbal agreements made by either party that are not contained in this written agreement shall be valid or binding. This Sales Agreement may not be modified or altered except in writing and signed by both parties. Violations of this Sales Agreement will constitute BREACH of CONTRACT, prosecutable by law, and may result in mandatory confiscation and return of the puppy to the Seller.

**The undersigned Buyer(s), having read and understand the stipulations of this Sales Agreement and voluntarily agree to all elements, stipulations and provisions herein, does hereby agree to abide by each of the provisions set forth within this Sales Agreement.**

Printed Name of Buyer: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Printed Name of Additional Buyer: \_\_\_\_\_

Additional Buyer Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Printed Name of Seller:     **Jacqueline Dyson**    

Signature of Seller: \_\_\_\_\_ DATE: \_\_\_\_\_

A copy of this completed Sales Agreement, with both Buyer(s) and Seller signatures, will be provided to the Buyer(s) and the original will be kept for the Sellers records.

# Buyer Information Sheet

Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address(s): \_\_\_\_\_

AKC PIN's: \_\_\_\_\_

Additional Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_