

FIRST CLASS GOLDENS PUPPY CONTRACT

LIMITED WARRANTY OF GOOD HEALTH

The following contract is between **Seller (First Class Goldens)** and **Buyer** (_____)
for the purchase of a Golden Retriever Puppy.

Buyer Phone:

Buyer Address:

The parties each acknowledge that there are inherent risks involved in buying a purebred dog, even one with proper testing, certification, and good breeding. Seller represents and warrants, however, that reasonable precautions have been taken to prevent the Puppy from acquiring hereditary defects of hips, elbows, eyes, and heart. Never the less, due to known or unknown hereditary and genetic tendencies or weaknesses in purebred dogs, which are beyond Seller's control, Seller makes no guarantee that the Puppy will be free of these genetic tendencies/weaknesses throughout its lifetime. Because of this, Seller highly recommends the Buyer purchase a Pet Insurance Policy the day it arrives home. In the event, however, that the Puppy is, within 12 months of age, diagnosed by a board certified specialist as being affected by one of the above defects (hips, elbows, eyes and heart only), the seller shall, upon Buyer's written request and verification of such diagnosis, reimburse the Buyer the sum of \$500 to go towards the Pet Insurance Policy Deductible, or any medical expenses incurred.

Seller shall not be responsible for any other damages or liabilities associated with the Puppy, its purchase or subsequent ownership use or treatment.

SELLER FURTHER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL CONSEQUENTIAL DAMAGES, INCLUDING (BUT NOT LIMITED TO) LOSS OF AFFECTION, COMPANIONSHIP, MEDICAL, LEGAL, OR OTHER COSTS OR EXPENSES, LOSS PROFITS, AND EMOTIONAL DISTRESS, RELATED IN ANY WAY TO THE PURCHASE OR OWNERSHIP OF THE PUPPY. SELLER ALSO SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY, AND WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE.

Except as otherwise specifically set forth herein, Seller makes no other warranties whatsoever, whether expressed or implied.

- Buyer is purchasing a purebred dog. Purebred dogs have become purebred from generations of inbreeding and line breeding. This method of breeding is what has created the qualities we admire in the Golden Retriever breed. However, because of the genetic non-diversity, purebred dogs do manifest "common breed weaknesses." Buyer agrees to familiarize himself or herself with this breed of dog and understands that upon purchasing a purebred dog, genetic weaknesses may manifest themselves within the breed at some point.
- Therefore, except as otherwise expressly set forth in this Agreement, Seller/Breeder does not guarantee, whether it is rare or common, environmental or congenital, that the Puppy

shall be free from any form of genetic diseases, factors, or abnormalities, including but not limited to: skin conditions/ abnormalities, entropions, liver shunts, ectropion, hot spots, thyroid disease, Addison's disease, seizures, epilepsy, GDV, cardiomyopathy, vWD, cancers, allergies, distachiasis, trichiasis, dermatoses, canine ichthyosis, pigmentary uveitis, vaginitis, ear infections, or other such unlisted condition.

AKC PAPERWORK:

Unless otherwise agreed upon, Seller/Breeder shall provide Buyer with AKC (American Kennel Club) paperwork for the Puppy. Paperwork shall be given to the Buyer within 180 days from day puppy is received by Buyer. The Puppy is being sold on Limited AKC Registration unless otherwise noted in the puppy purchase agreement, which means that the Puppy is being sold as a pet and companion animal. A dog with Limited Registration is registered with the AKC but no litters produced by said dog are eligible for AKC registration. Dogs purchased with Limited Registration may not be entered into breed competitions at dog shows. However, they may compete in all other AKC events and are still eligible to receive their AKC Canine Good Citizen Award.

- If in the future Buyer wishes to have the puppy compete in any dog shows, or wishes to use this dog for breeding purposes, Buyer may apply to the AKC and the Breeder to change this designation and to have the Puppy given Full Registration privileges. A \$1000 fee and special application are required for this change, which fee shall be nonrefundable.
- Breeder has the right to deny application for Full or Unlimited Registration for any reason.
- Breeder is not responsible for lost or destroyed AKC papers once papers have left the possession of Breeder. This includes but is not limited to papers lost in the mail or lost while in transit on aircraft, or eaten or destroyed by the dog or Buyers' other pets or children.
- Buyer shall assume all costs and time involving replacing any such paperwork.

BREEDING:

Buyer agrees to refrain from breeding the Puppy, either intentionally or unintentionally. If a mating does take place with the Puppy prior to the expiration of the Limited Good Health Warranty and any other warranty of health provided herein, said Warranty shall become entirely ineffective, and no warranty whatsoever regarding the health of the Puppy shall be given by the Seller.

Nevertheless, in the event that Buyer applies to and is granted breeding rights for the Puppy, with prior written consent of the Seller and the AKC, Seller does not guarantee in any way the breeding performance or capability of the Puppy, nor does the Seller warrant that the Puppy will pass the required health certifications or that the puppy will possess or employ the required reproductive capacity.

CONDITION OF PUPPY UPON ARRIVAL

- Seller guarantees that puppy has had proper care to date and has been checked by a veterinarian.
- Shot records will be furnished at time of release. If puppy is being shipped, a copy of the shots & deworm records will be shipped to the buyer.
- If within 72 hours of receiving the puppy and he/she is examined by a reputable veterinarian and the health of the puppy is found to be at serious risk of euthanasia or

death due to a congenital defect (existing at birth), owner shall notify breeder and provide a written statement from a licensed vet describing puppy's condition and shall make arrangements to return the puppy and papers to the breeder within three days of the examination. Seller will replace puppy within 180 days or refund the full price of the puppy (minus shipping fees if transported via airline).

- This does not include worms, fleas, mites, coccidiosis, giardia, or any other parasites, as they are common in dogs and puppies. Breeder assumes no responsibility for veterinarian fees.
- Seller guarantees puppy to be free of heart murmurs grade 3 or higher unless otherwise disclosed. Heart murmurs are especially common in young puppies and the majority of puppies outgrow them and have no effect on the animal's long-term health. Although our veterinarian takes special care to listen to each side of the heart, small heart murmurs such as grade 1 and 2 can be missed during examination. Seller agrees to disclose any knowledge of heart murmurs found during examination to Buyer.
- Seller is not responsible if puppy contracts a communicable disease after 72 hours leaving breeder's possession or if they have contracted a communicable disease due to Buyer's shipping preference. It is very possible that a puppy being shipped via airline will come into contact with other animals. Because of this, they are at higher risk of contracting a communicable disease. Therefore, Buyer assumes all risk of air travel if this is the chosen method of obtaining their puppy.

BUYER AGREES:

- The puppy is not being purchased for resale and will never be sold to a person, pet shop, puppy mill or agent of the same.
- Buyer is not to register the puppy under any other Pet Registry, besides American Kennel Club (AKC).
- To provide all annual vet exams, to continue all required vaccine shots as recommended by their vet and proper vet care. It is important the puppy has all puppy shots, and their yearly boosters.
- No registered litters can be produced by their dog unless arrangements have been made in advance with Breeder. Your AKC Limited Registration will be given within 180 days of receiving the puppy.
- To provide adequate housing away from the elements. Buyer will have a fenced yard or kennel if they dog will be housed outside. Dog will NEVER be left on a chain. The Buyer will groom, train, and care for this dog in the manner consistent with high quality animal husbandry and the regulations set forth by the AKC.
- The value of the 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/socialization fees.
- That the Buyer will return their dog to First Class Goldens if the Buyer is unable or unwilling for any reason to care for their animal. Buyer agrees that they will never surrender their dog to a dog rescue, animal shelter or a friend/family member without permission from First Class Goldens.
- This agreement shall be deemed consummated in the county of Rigby, Idaho and shall be governed by the laws of the state of Idaho. If for any reason litigations should occur, the venue shall lie in Rigby, Idaho. Seller will not be responsible for any costs associated with this process. To be covered by this guarantee, the following conditions need to apply:
 - Puppy must be owned by original owner named in this agreement.

- In the case of sudden demise of puppy, breeder must receive a written notice of puppy's death from owner's vet, along with a necropsy report indicating cause of death.

LIMITATIONS OF GUARANTEE:

- This guarantee is non-transferable. The puppy must be in good physical condition.
- A licensed veterinarian must do all laboratory verifications. The buyer/owner is responsible for all transportation costs to and from the breeder. The breeder is not responsible for any and all veterinarian expenses accumulated on returned or replaced dog or puppy.

THE FOLLOWING WILL VOID ALL GUARANTEES:

- Allowing your dog to become obese or underfed at any time.
 1. Underfed: Ribs are highly visible
 2. Ideal Body Condition: Can feel and see outline of ribs. Dog has waist when viewed from above. Belly is tucked when viewed from the side.
 3. Overfed: Dog has no waist when viewed from above. Belly is rounded when viewed from the side.
- Evidence of neglect or abuse.
- Previous related trauma (broken bones, related injuries, etc.)
- Dog has been bred.
- Dog has been spayed before 12 months of age, or neutered before 24 months of age.
- Feeding this dog anything other than a premium quality dog food Made in the U.S.A. No grocery store or Wal-Mart brands. Grain-free foods are also considered unacceptable.
- Evidence of Strenuous Exercise – for example: No treadmill, no jogging, no extensive standing on back of legs or excessive tennis ball chasing and retrieving should be done – especially on slippery floors.

By signing below you agree that you have read the above contract and agree to all terms and conditions outlined.

Buyer Signature _____

Date: _____

Seller Signature _____

Date: _____