



# COMPANION PUPPY SALES CONTRACT

THE FOLLOWING SALE AND CONTRACT AGREEMENT IS FOR A PUPPY PURCHASED FROM  
ETHOS GOLDEN RETRIEVERS (GINNY + AARON KINCER), HEREIN REFERRED TO AS THE "BREEDER"  
and, \_\_\_\_\_ herein referred to as the "BUYER(S)", whose address is:

STREET

CITY

STATE

ZIP

TOTAL PRICE	\$2,300.00
AMOUNT OF DEPOSIT	\$1,000.00
BALANCE DUE (BEFORE PICK UP)	\$1,300.00
BIRTH DATE	
SIRE	BISS AM/CAN CH CHUCKANUT'S BRASSTIME TD JH NA NAJ WC VCX OS SDHF CAN TD JH WC OS
DAM	GCH SHOR'LINE CALL OF THE CANYON AT ETHOS RN CCA
LITTER NUMBER	
SEX	
LITTER THEME	
REGISTERED NAME	
CALL NAME	
SHOTS	SEE FOLDER

For the consideration of \$2300.00, plus the terms set forth in this contract, BREEDER agrees to sell the BUYER a Golden Retriever Puppy. The answers provided by the BUYER to the BREEDER on the Puppy Questionnaire shall be considered a binding addendum to this contract and shall be subject to all terms and conditions contained herein. Both the BREEDER and the BUYER have agreed to the following terms of sale:

## The BREEDER Agrees

This puppy is in good health at the time of sale. The BUYER will have 72 hours within purchase to have the puppy examined by their own veterinarian. If the puppy is found to have any illness or defect that would prevent said puppy from being a sound pet, puppy may be personally returned immediately to BREEDER at the expense of the BUYER for a full refund. A letter from the veterinarian detailing the illness or defect is required.

If for any reason the BUYER is not satisfied with the puppy within the 72 hour time period, they may personally return it to Ethos Golden Retrievers at their own expense, provided the puppy is in the same condition as when sold.

All veterinary costs after departure from Ethos Golden Retrievers, no matter what the reason, and including the 72 hour period, are the responsibility of the BUYER.

BREEDER has taken care to mate two dogs that have been certified free from canine hip dysplasia, eye disease, heart disease and degenerative elbow disease, as well as sound temperaments, and no disqualifying faults as per the GRCA Breed Standard.

Every reasonable precaution has been taken to prevent this puppy from acquiring hereditary hip dysplasia, elbow disease, eye disease or subaortic stenosis\*. Due to unknown hereditary and environmental causes of these and other such defects, said puppy is not guaranteed against genetic defects or breed standard disqualifications. No guarantee will be given for them and BUYER agrees to hold BREEDER harmless.

BREEDER will be available to BUYER for the dog's entire life. Should any questions arise, BUYER is encouraged to call BREEDER for help and advice.

If the BUYER ever wishes to give up ownership of the puppy during anytime in the dog's life, the BREEDER will take the dog back and find a suitable new home.

### **The BUYER Agrees**

The puppy will be named with the Ethos prefix, followed by a registered name and call name in accordance with the specified theme for this litter.

The BUYER agrees to only register this puppy with the American Kennel Club with the name agreed upon between the BREEDER and BUYER on page 1 of this contract.

The puppy is represented as a companion pet at time of purchase and is sold on a limited AKC registration. A limited registration allows NO puppies ever produced by this dog to be registered by the American Kennel Club or any other governing body.

BUYER agrees never to breed this dog or bitch or allow an accidental breeding.

The BUYER will never register this puppy, or any puppies sired or whelped by this puppy, with any other canine registration and governing organization such as the Continental Kennel Club (CKC) in an effort to circumvent the terms of this contract.

All female puppies must be spayed after the first heat cycle. All male puppies must be neutered or have a vasectomy no earlier than 24 months of age and no later than 36 months of age. If you would like your dog to remain intact for health reasons, please contact the BREEDER for a written waiver of this provision.

This puppy will not be eligible for AKC Conformation competition since it is sold on Limited Registration. However, we encourage you to compete with your dog in an AKC event such as Agility, Obedience, Field, Tracking or Rally, or become certified as a Therapy Dog. For more information on these events, please contact the BREEDER.

This puppy/dog shall receive proper veterinary care throughout its lifetime and receive the appropriate vaccinations, heartworm medication, flea control, teeth cleaning and any other medications or medical procedures recommended by your veterinarian.

This puppy will be taken to a puppy socialization class, and later, a dog obedience class so that it can become an enjoyable companion and family member. BUYER is strongly encouraged to earn a Canine Good Citizen (CGC) certificate with this dog.

This puppy shall receive proper nutrition and fresh water and will be fed a BREEDER recommended quality adult dog food in the quantities recommended by the BREEDER for the entire life of the dog.

The BUYER agrees to keep the puppy/dog in suitable weight and to provide daily exercise.

BUYER and agrees not to overwork the puppy/dog, including: jogging or running with the dog under 18 months of age; allowing excessive jumping under 18 months of age; and playing Frisbee.

BUYER understands that defects of the joints can occur from the over-exercise listed above, as well as allowing the dog to become overweight, running and sliding on slick floors, etc. and agrees to use proper discretion when exercising the puppy in order to help keep it healthy.

This puppy will be treated as a member of the family and live inside the home.

This puppy will not be housed outside or treated as a kennel dog.

This puppy will be allowed outside only in a secure enclosed area and never allowed to run at large outside of your yard at any time.

This puppy will never be allowed to ride in the back of an open pickup truck.

This puppy shall not be neglected or mistreated in any manner.

This puppy shall not be restrained by tying or chaining it to stationary objects (trees, posts, etc.)

The BUYER agrees the puppy/dog will never be sold through a pet shop, agent, broker or handler.

The BUYER agrees the puppy/dog shall never be used for experimental or research purposes; sold to a breeding farm, puppy mill, any environment of possible abuse, or sold overseas.

Should any of these provisions be broken, BUYER must return dog to the BREEDER for no remuneration. Failure to comply with any of the above provisions is considered neglect.

The BUYER will notify the BREEDER if any change of address and will maintain contact with the BREEDER throughout the lifetime of this dog.

## **SPECIAL NOTES**

Diarrhea caused by overeating, eating grass and leaves found outside, along with Coccidia and Giardia are common in puppies and dogs. If your dog develops diarrhea, please contact the BREEDER for info on how to solve this issue with over-the-counter remedies rather than letting your vet talk you into expensive, unnecessary treatments.

If anything should happen to your puppy throughout his years, that would require extensive surgery, expensive tests or treatment, please contact us for advice BEFORE undertaking treatment about receiving a second opinion concerning the proper method of diagnosis and treatment.

In order that the BREEDER can maintain a quality breeding program, BUYER agrees to notify BREEDER immediately of any serious health concerns or behavioral issues regarding this puppy/dog and advise the BREEDER of the cause of death when the dog reaches the end of their life.

BUYER must contact BREEDER at least twice a year by phone, email or letter with information about said puppy. Pictures will be appreciated.

BUYER agrees to contact BREEDER with any questions or problems he or she may have for the life of the dog.

The BUYER will immediately notify the BREEDER of any AKC, CGC or GRCA titles earned by this dog.

The BUYER will notify the BREEDER first if for any reason the BUYER no longer wants or is able to keep the puppy/dog. The BREEDER shall have the first right of refusal if the puppy/dog is to be sold or disposed of in any way. If the dog is sold, the BREEDER may acquire it for no more than the original purchase price or the highest offer received, whichever is less. If the dog is being given up for any other reason, the BREEDER will take the dog back and find a suitable new home.

If the dog is not spayed or neutered according to the terms of this contract, should owner breed this dog, should the dog be placed in another home before the BREEDER is contacted to take the dog back, should the dog be sold to an overseas buyer, or transferred without the BREEDER'S written consent, the BUYER agrees to pay the BREEDER not less than \$7500.00 per incident in punitive damages, and all attorney/legal fees incurred by the BREEDER in enforcing the provisions of this contract.

## **AKC Registration and Microchipping**

At the time the puppy goes home with the BUYER, the BREEDER will fill out the AKC Registration papers for the puppy with the BUYER and be responsible for submitting the registration to the AKC.

BUYER will pay any fees for AKC registration, Microchip Registration, and Certified Pedigrees directly to BREEDER who will remit it to the AKC.

The puppy will be microchipped before leaving BREEDER and registered to the BUYER, with the BREEDER listed as a secondary contact.

The BUYER agrees to provide a copy of the AKC registration papers to the BREEDER once they are received from the AKC. This will become a part of your permanent file.

**ENTIRE AGREEMENT**

I (we) agree to abide by this contract for the entire life of the dog named on page 1 of this agreement and agree that our answers on the Puppy Questionnaire are a binding part of this agreement.

The BUYER agrees to honor all terms and provisions of this contract. This contract, along with the Puppy Questionnaire, constitutes the entire agreement of the parties hereto with respect to the sale described.

**Legal:**

- The BREEDER will have the right to pursue monetary damages of not less than \$7,500.00 from the alleged breach of any of the provisions hereof, in addition to reasonable attorney's fees.
- In the event of a dispute regarding the terms of this Agreement and the duties of the Owners hereunder, the dispute and all matters and issues collateral thereto shall only be governed by the laws of the state in which the BREEDER resides and that courts in the BREEDER's state of residence shall have exclusive jurisdiction.

No guarantees or warranties expressed or implied, are given by Ethos Golden Retrievers and Aaron + Ginny Kincer, the BREEDER, except those stated herein.

BREEDER warrants that they are the lawful owner of this puppy and is alone responsible for entering into this contract with the BUYER.

I understand the above written contract and agree to abide by all sections, both typed and written.

IN WITNESS WHEREOF, the Owners have caused this Agreement to be duly executed as of the day and year written below.

**BREEDER'S SIGNATURE**

**DATE**

**BUYER'S SIGNATURE**

**DATE**

**BUYER'S SIGNATURE**

**DATE**

\*Sub aortic stenosis is a narrowing (stenosis) of the area underneath, the aortic valve, that causes some degree of obstruction or blockage of the blood flow through the heart. The narrowing can be mild, moderate, or severe; if moderate or severe, it can force the heart to work harder and potentially be harmful to the heart's health.



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**1107 WESTWOOD AVE  
CHATTANOOGA, TENNESSEE 37405**

