**Peyton Goldens Pet**

**Puppy Sales Agreement**

1. The parties to this agreement are Peyton Goldens, hereinafter referred to as **Seller**, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **Buyer**.

1. The subject of this agreement is the below-described purebred Golden Retriever:

**AKC Registered Name:**

**AKC Registration Number**:

**Microchip Type and Number:** AKC Reunite #

**Sex**:

**Date of Birth**: **Sire**: **AKC #**

**Dam**: **AKC** # SR96309102

1. **Purchase Price.** The purchase price for the above-described animal is $\_\_\_\_\_\_\_\_. A deposit of $\_\_\_\_\_\_\_\_ and final payment of $\_\_\_\_\_\_\_\_ is hereby acknowledged to have been made.
2. **General.** Seller warrants the above described dog is a purebred Golden Retriever registerable with the American Kennel Club (AKC) and that registration papers will be provided to the Buyer together with a true copy of its pedigree. These registration papers will indicate a Limited Registration meaning the dog’s offspring are not eligible for registration by the AKC but the dog can be shown in all AKC performance events.
3. **Additional terms:**
	1. **State of Health.** This dog has been examined by a licensed veterinarian on \_\_\_\_\_\_ and was found to be in good health at that time. The dog has been properly wormed and inoculated prior to sale, and record of such accompanies dog.
	2. **Veterinary Examination**. This dog should be examined by Buyer’s licensed veterinarian within seventy-two (72) hours of receipt. If this veterinarian determines the dog to be ill, or for any reason the dog is unacceptable, Buyer may return the dog for a full refund under the attached warranty, provided it is in the same condition as at the time of purchase. If the dog is returned due to illness, a verified letter from the veterinarian is required. This includes death or illness from any health condition deemed present prior to removal from Seller premises.
	3. **Ownership.** Seller warrants and agrees she is the lawful owner of the dog, that the dog is

free of all encumbrances, that she has the right to sell the same, and she will warrant and defend the title to the dog from all lawful claims and demands.

* 1. **Registration**. Buyer agrees to register this dog when the puppy is picked up at Seller’s

and to use the kennel name, Peyton's as the first word of the dog’s registered name.

Page 1 of 4

Page 2

Peyton Goldens Pet Puppy Sales Agreement

Furthermore, Buyer will provide Seller a photocopy of the dog’s AKC registration upon its receipt from the AKC.

* 1. **Proper Care.** Buyer agrees to provide good and proper care of this dog and that the dog will reside in the home of the Buyer. Such care includes providing adequate housing and shade, a safe (preferably fenced) exercise area, and proper and sufficient feeding. Buyer will provide proper veterinary care throughout his lifetime, including but not limited to, annual titers and vaccinations when indicated to ensure preventative care. This animal will not be allowed to run loose in the Buyer’s community or elsewhere, regardless of the laws, nor shall it be kept chained or tied out, nor allowed to ride uncrated in the back of an open pick-up truck, nor shall it be mistreated or abused. Buyer also agrees to the following preventive care:
	2. proper not excessive nutrition. At least for the first two years of its life, Buyer will feed this dog a “premium” adult dog food or a well-balanced natural diet. If the Buyer is feeding kibble, Buyer will switch from a food formulated and sold for “puppies” to one formulated for “adults” no later than three months of age. In addition, Buyer will take extreme caution to not overfeed this dog nor allow it to become overweight, especially prior to two years of age.
	3. proper daily exercise to maintain the dog in good condition but no forced exercise, such as jogging, until the dog is at least 18 months of age; and,
	4. avoidance of stress injuries, such as not allowing the dog to jump from or over heights taller than itself at the shoulder until at least 18 months of age.

Under the terms of this contract, the Seller has the right to investigate the care of this dog if circumstances warrant. If the Seller feels the dog is not getting proper care and treatment, Seller has the right to have the dog examined by a licensed veterinarian. If the veterinarian finds the animal to be a victim of ill-treatment, abuse or neglect, Seller has the right to take full possession of the dog and all warranties are then void.

* + 1. **Contact with Seller.** Both parties agree to promptly notify the other of any change of address or phone number. Buyer agrees to maintain contact with Seller regarding this dog at least once each calendar year, and to reply as promptly as possible to inquiries about this animal from Seller. Buyer also agrees to inform Seller of any titles completed by this dog as determined by the American Kennel Club (AKC), Canadian Kennel Club (CKC), United Kennel Club (UKC), Golden Retriever Club of America (GRCA), North American Hunting

Retriever Association (NAHRA), or other registry. Furthermore, Buyer agrees to inform

Seller of any major change in the health of this dog throughout its life. Seller agrees to keep Buyer informed on the health and accomplishments of the dog’s sire, dam, and siblings. Buyer will, upon the natural or accidental death of this dog, promptly notify Seller of the particulars of the animal’s death. If the cause of death is unclear, Buyer agrees to autopsy the dog and provide the resulting report to the Seller.

Page 2 of 4

Page 3

Peyton Goldens Pet Puppy Sales Agreement

* + 1. **Sale Prohibitions.** Buyer is not acting as an agent in the purchase of this dog. Buyer agrees neither this dog, nor any progeny of this dog, shall be used for purposes of vivisection or research. Buyer also agrees neither this dog, nor any progeny of this dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house, pet store, or “puppy mill.” Buyer further agrees neither this dog, nor any progeny of this dog, will be sold to anyone residing outside North America without written approval of Seller.
		2. **Non-breeding Clause**. This dog is not represented as breeding quality. Therefore, it is

agreed that:

* + - 1. this dog will not be bred during its lifetime without the written permission of the Seller.
			2. this dog will receive a Limited Registration with the AKC and that by mutual signing of this Non-Breeding Clause at the time of sale, no offspring of this dog will be afforded registry with the AKC nor will any breeding information be furnished by the AKC.
			3. all expenses for spaying and neutering shall be incurred by the Buyer.
			4. if this dog is bred, the attached warranty is null and void.

i. **Training.** Training classes are required. Starting with a positive reinforcement Puppy Kindergarten. (in home training is no substitute for leaving the home, going in the car, and being with other dogs.) Ongoing classes of Buyers choice to continue until puppy is at least 1 year old.

* + 1. **Return of Dog.** Seller will take this dog back at no charge at any time in its lifetime for

any reason.Although Seller will take this dog back at any time during its lifetime, this does not imply the Seller will automatically refund the animal’s full purchase price. If Buyer is selling or disposing of this dog in any way, Buyer guarantees Seller the right of first refusal. If Seller does not wish to purchase the dog, Seller will assist Buyer in placing the dog. If

Seller does take this dog back for placement in another home, the Buyer must return the dog

Page 3 of 4

Page 4

Peyton Goldens Pet Puppy Sales Agreement

to Seller along with a duly executed American Kennel Club document transferring entirely Buyer’s ownership interest in the dog to Seller. Refund will be made upon placement of the dog, after Seller has deducted costs for maintaining, performing any necessary training of, and placing the dog. It is likely Buyer will be refunded far less than the dog’s original price depending upon age, training and condition of the dog. Buyer may not place dog in a new home without informing Seller and Buyer will promptly notify Seller of new owner’s name, address, and telephone number.

**k. Guarantees**. No guarantees, express or implied, are given by the Seller, and all dogs are sold and delivered in an “as is” condition, except as expressly and specifically set forth herein and in the attached warranty. Seller will be liable to the extent stated in this agreement and the attached warranty only, and will not be responsible for any expenses incurred for any reason following the sale, unless specifically and expressly excepted by written agreement.

|  |  |
| --- | --- |
| **SELLER’S SIGNATURE**  | **BUYER’S SIGNATURE**  |
| **SELLER’S STREET ADDRESS** 37505 Bluebird Ln**SELLER’S CITY, STATE, ZIP CODE** Elizabeth, CO 80107**SELLER’S PHONE NUMBER** 303-681-1657 | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**CO-BUYER’S SIGNATURE** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **BUYER’S STREET ADDRESS** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **BUYER’S CITY, STATE, ZIP CODE** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**BUYER’S PHONE NUMBER**  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED IN DUPLICATE THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_.**