

ELITE ENGLISH CREAM GOLDENS

Puppy Purchase Agreement (Pet)

As breeders, our main goal is to achieve by and through selective breeding, Golden Retrievers that possess the soundness, natural ability and personality that is reflected in the breed standard and to attempt to do all that is possible to achieve and promote these qualities

The following sale and agreement is made and entered into by and between the following persons and is effective this the _____ day of _____.

Barbara Dowswell
(Seller)(s)
Elite Goldens

Buyer(s)

(Address)

(City, State, ZIP)

(Phone) 1-(205)335-7477

(Phone)

(email)

Please make all checks payable to: Barbara Dowswell.

Buyer(s) shall give consideration in the form of the purchase price of \$ _____ .00, and Performance in accordance with the terms and conditions set forth in this agreement.

Seller shall give consideration in the form of delivering the purchased animal, and performance in accordance with the terms and conditions set forth in this agreement.

The Seller hereby accepts a non-refundable deposit of Three Hundred Dollars (\$300.00) (to be given/mailed to Seller with contract) toward the purchase of the puppy identified below.

The full purchase price is \$ _____ .00 and the balance of \$ _____ .00 is due 2 weeks before the puppy is delivered by the Seller to the Buyer(s). (In order to allow processing time for the funds). Crate, Shipping, and any additional Handling expenses are the responsibility of, and shall be paid by, the Buyer(s). The current flat rate for this service is Four hundred Dollars (\$400.00). Buyer(s) agree(s) to this additional charge for this additional service.

_____ Total: \$ _____ Shipping +dog

Buyer Initials

The Seller hereby sells and will deliver to the Buyer(s) a _____ (m/f) Golden Retriever Puppy, whelped on _____, _____.

Sire of this puppy is: _____

Owned by _____

Dam of this puppy is: _____

Owned by _____

SELLER REPRESENTATIONS AND LIMITED WARRANTY

Seller Representations. The Seller represents that:

(a) The above puppy has been examined by a licensed Veterinarian and was found to be in good health;

(b) This puppy is being sold as a pet and companion animal;

(c) The application for registration of this puppy is **limited*** as defined by the American Kennel Club ("AKC") and this puppy is not being sold for the purposes of breeding; and ***Limited Registration** means that the dog is registered with the AKC but no litters produced by the dog are eligible for registration. Dogs with limited registration may **not** be entered in breed competition(s) at Dog Shows but may compete in all other AKC events. The litter Owner may later apply to change this designation and have the dog given full registration privileges, but a fee and special application are required for this change and are not guaranteed. The Unlimited registration can, at the Seller's discretion, be obtained for an additional fee of \$ __500__ .00.

(d) Reasonable precautions have been taken to prevent this puppy from acquiring Hereditary defects of the hips, elbows, eyes and heart. However, due to unknown hereditary and environmental causes of such defects, no guarantee will be given against them.

Seller's Limited Warranty. Seller hereby warrants **only** the following:

Should the animal purchased under this agreement be diagnosed by a board certified specialist as being affected by hereditary defects of the hips, elbows, eyes and/or heart, the Seller's will **at the Seller's sole discretion** take the puppy back and replace it with a puppy from another breeding, so long as said diagnoses and request for replacement happen within two (2) years of the animal's birth date for any purchased animal suffering a hereditary defect(s) of the hip(s) and within one (1) year of the animal's birth date for any hereditary defects(s) of the eyes, heart and/or elbow(s). _____ **Buyer Initial Here.**

Elite Goldens makes no warranty as to the eventual personality of the animal due to the influence of environment and training techniques, or lack thereof. _____ **Buyer Initial Here.**

No other warranty pertaining to merchantability of the animal purchased, fitness for a particular purpose, or any other type of warranty, whether explicit or implied, is given by the Seller. **The only warranty given is specifically stated above and limited to those terms.** _____
Buyer Initial Here.

This limited warranty is given only to the original purchaser of the animal sold under this agreement. This limited warranty is the **only** warranty given on the animal purchased under this agreement. _____ **Buyer Initial Here.**

Buyer hereby acknowledges that he/she/it understands the terms and conditions of the above presented Seller's Limited Warranty.

Buyer's Signature: _____

****All Veterinarian fees and expenses shall be the responsibility of the Buyer(s). Under no circumstances shall Elite Goldens, its owners, operators, or employees be held responsible for any expenses for any puppy not in the possession of Goldens.* _____ **Buyer Initial Here.**

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE BUYER:

The Buyer(s) Agree(s) to the following:

Examination. The purchased puppy will be examined by a licensed Veterinarian within 72 hours of receipt. Proof of examination within 72 hours of receipt shall be provided to Seller, at Seller's request, should Buyer request any adjustment of price or seek an exchange. If the puppy is returned due to illness (other than a hereditary defect(s) as stated in Seller's limited warranty, above), a verified letter specifically addressing the purported illness is required from the veterinarian. This includes death or illness from any health condition deemed present prior to removal from Elite Goldens premises. **Buyer Initial Here.**

Acceptance of Animal "As-Is". Buyer(s) agrees that, after three (3) business days from the day upon which the Buyer(s) receive(s) the animal purchased under this Agreement, Buyer(s) accept(s) the animal "as is" except for any veterinary doctor confirmed issues or problems with the animal's hips, elbows, eyes and/or heart, as stated in the Seller's Limited Warranty, above. **Buyer Initial Here.**

Medical Care and Treatment. Buyer further agrees, as part of Buyer(s) performance under this agreement, that the purchased animal will be given proper medical care including, but not limited to, vaccinations and annual boosters, regular de-worming, adequate and proper shade, and housing in a fenced yard or kennel.

Grooming and Training. Buyer(s) agree(s) that he/she/it will groom, train, and care for this dog in a manner consistent with high quality animal husbandry practices and those endorsed by the Breeder and the AKC.

Never Surrender. Buyer(s) agree(s) this dog will **never** be surrendered to any humane society, animal rescue group or animal shelter. Elite Goldens will accept any dog that is unable to be cared for and shall assume ownership of, possession of, and responsibility for any such animal previously purchased from Elite Goldens. **Buyer Initial Here.**

Costs of All Returns. Should an animal purchased under this agreement be returned for any reason whatsoever, Buyer(s) accept(s) responsibility for, and shall pay, without recourse against the Seller, any and all transportation expenses, veterinary charges, crate fees, air freight charges, and transport fees to and from the involved airports. Should an exchange animal be agreed upon, Buyer(s) shall be responsible for any and all costs, charges, and/or fees associated with transportation of the exchange animal from Seller to Buyer(s). **Buyer Initial Here.**

No Purpose Other than Having a Pet. Buyer(s) agree(s) this dog will not be used for any purposes of research or vivisection and shall not be sold or given to any wholesale establishment, chain store, catalog sales house, pet store or puppy mill. Buyer(s) agree(s) that the animal purchased from Elite Goldens is purchased to be the Buyer's pet.

Covenant not to Disparage. Buyer(s) understands that the eventual personality and/or behavioral traits of the dog purchased under the Agreement cannot be guaranteed. As such, and knowing that any disparaging remarks against Elite Goldens, its owners, operators, or employees will

result in irreparable harm to Elite Goldens and its business, Buyer(s) agree(s) to refrain from making any disparaging remarks or comments, whether publicly or privately made, concerning Elite Goldens, its owners, operators, or employees, or the dogs bred at, or purchased from, Elite Goldens. Buyer(s) agree(s) to pay liquidated damages of Five Thousand Dollars (\$5,000.00) for each and every single disparaging remark made. [REDACTED] **Buyer Initial Here.**

GENERAL TERMS

Venue. The parties to this Agreement agree that venue for all disputes concerning this Agreement, or concerning the parties' performance under this Agreement, shall be Jefferson County District Court, Jefferson County, Alabama, when the amount in controversy is less than Four Thousand Dollars (\$4,000.00), and shall be Jefferson County Circuit Court, Jefferson County Alabama, when the amount in controversy is Four Thousand Dollars (\$4000.00) or more.

Jurisdiction. The parties to this Agreement agree and consent to jurisdiction over them by the Jefferson County District Court and the Jefferson County Circuit Court, and agree to have either court exercise jurisdiction over them for any and all disputes concerning this Agreement, or concerning the parties' performance under this Agreement.

Choice of Law. The parties to the Agreement agree that law governing any and all disputes concerning this Agreement, or concerning the parties' performance under this Agreement, shall be the laws of the State of Alabama.

Attorney's Fees. Should an action be brought in Jefferson County District Court or Jefferson County Circuit Court for purported violations of the terms of this Agreement, the prevailing party shall be entitled to an additional award of reasonable attorney's fees and costs. The prevailing party shall be determined by the judge, magistrate, commissioner, or other judicial figure who presides over any such proceeding.

This Agreement has been read by, and is understood by, the Buyer(s). Buyer(s) accept(s), and agree(s) to, all terms contained in this Agreement and further acknowledges receipt of a copy of this Agreement.

[REDACTED]

(DATE)

[REDACTED]

(BUYER SIGNATURE)

Barbara Dowswell

(SELLER)(Elite Goldens / Barbara Dowswell)