



# GOLDBERRY RETRIEVERS SALES AGREEMENT & WARRANTY

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the parties listed below is for the sale of a companion quality dog. The agreed upon price is **\$ 2000.00**. Both parties certify that they are freely entering into this agreement without reservation and further agree to be bound by the conditions and warranties stated herein.

**Seller Information:**

Hereinafter referred to as the "Seller" and is a party to this agreement.

Name	Goldberry Retrievers- Elizabeth Harris
Address	
City, State, Zip	
Phone	
E-mail	goldberryretrievers@gmail.com

**Buyer Information:**

Hereinafter referred to as the "Buyer" and is a party to this agreement.

Name	
Address	
City, State, Zip	
Phone	
Email	

**Dog Information:**

Hereinafter referred to as the "Dog" and is the subject of this sales agreement.

Breed	Golden Retriever.		
Sex		Date of Birth	
Sire			
Microchip #		Registration #	
Dam			
Microchip #		Registration #	

**Terms and Conditions**

**1. Deposit, Payment of Purchase Price, Fees**

The total purchase price is \$ 2000.00 .

Buyer has paid a deposit of \$ 500.00, with payment of the balance of \$ 1500.00 due at the time of pickup and agrees to these terms by signing this agreement. Buyer assumes all responsibility for any bank fees, transaction fees, money transfer fees or returned check fees as they relate to the agreed upon payment for purchase of the Dog and these are in addition to the above purchase price. Buyer agrees to pay Seller any

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transportation costs, including costs of veterinarian exam and health certificate if needed for transportation and these will be arranged and paid in full 5 business days prior to transport.

Buyer acknowledges and agrees that they forfeit any rights to the Dog if:

- (a) Buyer fails to complete the purchase of the Dog for any reason.
- (b) Buyer fails to pay the balance of the Purchase Price at time of pickup or 5 days prior to shipment.
- (c) Buyer provides false information.
- (d) Buyer fails to pick up puppy from Goldberry Retrievers by 9 weeks of age or make prior arrangements for boarding or transportation.

Deposits are non-refundable unless the Seller is unable to provide Buyer with the preferred sex of puppy within 6 months of the time of deposit. Buyer does have the option to transfer any deposits to a future puppy if circumstances arise preventing the purchase of the Dog after the deposit is made.

Seller reserves the right to cancel the sale of this Dog for any reason. Should the Seller decide to cancel the sale, any monies received towards the purchase of the Dog will be refunded to the Buyer in full. In the event of a cancelled sale, Seller shall be free to sell the Dog to another party. Any moneys received by the Seller from the Buyer towards the purchase of the Dog will be refunded within 30 days of the cancelled sale if cancelled by the Seller.

## 2. Purpose

This Dog is sold as a pet/companion animal only, and as such, no warranty is made as to the suitability or merchantability of this Dog for any other purpose. This Dog is not to be used for breeding. The Buyer agrees the dog shall **NOT** be spayed or neutered prior to 18 months of age, if the Buyer violates this agreement by altering the dog prior to eighteen months of age any warranty made by the Seller is immediately void and no health guarantee applies as explained below.

The Buyer assumes responsibility for appropriately training the Dog to fit into their household. No warranty is made regarding behavior of the Dog or of house training, command response or nuisance barking. These are all aspects of dog ownership and fall entirely under the responsibility of appropriate training being done by the Buyer. The Seller recommends the Buyer enroll and participate in a basic obedience class with the Dog.

## 3. Registration

The Seller is providing this Dog with AKC Limited Registration papers. Buyer is responsible for all costs associated with registration. Seller grants Buyer permission to use the kennel name of Goldberry Retriever's in the Dog's registered name with AKC.

## 4. Health

The Seller guarantees that this Dog is in good health at the time of sale and is providing a written record of all worming, vaccinations and flea/tick preventatives that have been given. The Buyer must have the Dog examined by a licensed veterinarian within 21 calendar days of taking possession. If at this initial exam the veterinarian finds that the Dog is diseased or has a congenital disorder, the Buyer has 2 business days to inform the Seller and return the Dog to qualify a claim for full refund. At no time will Seller be responsible for any Veterinarian Exam costs or treatments/medications.

## 5. Health Warranty – Conditional

The Seller warrants this Dog to be free of hereditary defects of which would have a serious adverse impact the health and well-being of the Dog. Should such a condition be found prior to the dog reaching 26 months of age, the Buyer must notify the Seller within 3 business days and provide copies of all veterinary records. The Seller reserves the right to obtain a second opinion within 30 days of notification. Should it be confirmed that the Dog is affected by a serious, debilitating and irreparable hereditary defect as described that causes

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blindness, premature death or severe lameness, the Seller will issue a refund of the purchase price or offer a replacement puppy of equal or greater value to the Buyer within 12 months of the diagnosis at the discretion of the Seller.

If the confirmed hereditary defect is significant enough to severely alter the dog's quality of life but not life-threatening and can be reasonably and effectively treated, then a refund in the amount of the cost to treat the defect up to but not exceeding one half the purchase price of the Dog will be issued. The Seller reserves the right to choose the veterinarian who will perform such treatment or if Buyer chooses their own veterinarian Seller's refund will be limited to the estimated cost of such treatment by the Seller's preferred veterinarian. No refund will be given if the Seller is not notified of the defect prior to treatment being performed, given access to all veterinarian records related to the Dog and permitted to obtain a second opinion at a veterinarian of Seller's choosing. Any refund will be issued within ninety days of the Seller receiving confirmation of successful treatment. The issuance of any refund by the Seller to the Buyer will satisfy all warranties made in this agreement and no further claims can be made against the Seller.

The warranty of this provision does not include any condition which is deemed by a veterinarian to be related to allergies, geriatric age, communicable disease, cancers, infections, parasites or conditions related to an injury or neglect. This health guarantee does not cover eye lid problems such as Entropion lids. It does, however, cover any proven hereditary eyeball problems such as cataracts, glaucoma, and cornea or lens issues. This guarantee is only valid if the following conditions are met, and proof therein is provided to the Seller.

1. The Dog is *NOT* Spayed/Neutered before 18 months of age.
2. The Dog has never been bred.
3. The Dog is fed a premium quality commercial kibble or balanced raw diet.
4. The Dog has been appropriately vaccinated.
5. The Dog has not been allowed to become overweight, obese or malnourished. (Current Golden Retriever Breed Standards will be used as reference in determining weight status)
6. The Dog has had a yearly wellness exam by a licensed veterinarian.
7. The Dog has not contracted heartworm or any preventable disease.
8. The Dog has never been lost or impounded by animal control.
9. The Buyer has not violated any other provision of this agreement.
10. The Dog has not been permitted to jump from furniture, vehicles or other objects repeatedly or suffered trauma or serious injury.
11. The Dog has not been chained or otherwise tethered outside as its primary form of exercise or confinement.
12. The Dog has not been used for pulling of weights or competed in agility competitions or training prior to eighteen months of age.
13. The Dog has been continuously owned and cared for by the Buyer listed above and has not been sold or transferred to another party.

### **6. Return Policy**

Should the Buyer at any point in the Dog's life be unable or unwilling to keep the Dog the Buyer must notify the Seller and make every effort to return the Dog to the Seller. The Dog shall be returned to the Seller with all original records, record of all veterinary care, training classes completed if applicable and registration papers for the Buyer to receive any refund. Any refund issued will be based on the health and merchantability of the Dog at the time of its return, and at the discretion of the Seller.

### **7. Non-Breeding Provision**

The Buyer does hereby agree not to allow this Dog to be used for breeding whether intentional or accidental. The Buyer further agrees that any violation of the non-breeding terms of this agreement would constitute real

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damage to the reputation of the Seller and such will be valued at \$1500 per litter produced by this Dog, as well as damages related to the difference in price between companion and breeding animals.

### 8. Care of Dog

The Buyer agrees to provide all necessary care of the Dog for the duration of its life. The Buyer agrees to have the Dog examined by a licensed veterinarian within 21 days of purchase and annually thereafter. The Buyer agrees to take all necessary action to maintain the health of the Dog including vaccinations, worming and flea and tick preventatives. The Buyer will provide fresh water, quality nutrition and daily interaction so as to provide minimum nutritional and socialization requirements for proper growth and development and health maintenance. The Buyer agrees the Dog will not be tethered outdoors as its primary housing and to maintain a clean living environment. If Seller finds that the Dog is not receiving adequate socialization, veterinary care, hydration or nutrition any warranty will be immediately forfeited due to failure to maintain minimum care standards for the health of the Dog.

### 9. Legal Disclaimer

The Buyer assumes full responsibility for the Dog from the moment the Buyer takes possession. The Buyer holds harmless the Seller from any claims of liability of damages whether real or perceived which might be caused by Accident, the Dog or the Buyer's negligent keeping of the Dog. Buyer assumes all responsibility for the Dog at the time of signing this agreement and Goldberry Retrievers shall be held harmless of any actions, damages or injuries that may be caused by this Dog in the future, Buyer is responsible for properly supervising, controlling, training and socializing this Dog.

The warranties this agreement provides only apply to the original Buyer and are not transferable if the Buyer sells or gives this Dog to another party. The Buyer certifies that they are purchasing this Dog for themselves and not acting as an agent to purchase the Dog for anyone else.

Seller warrants that she is the lawful owner of the Dog at the time of sale, that the Dog is free from all encumbrances and that Seller has the right to sell the Dog. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect. This contract shall be governed by the laws of the State of Alaska, and both parties agree that should a dispute arise, the venue will be limited to the courts of Palmer Burrough, Alaska.

In no event shall Goldberry Retrievers be liable for special, incidental or consequential damages, lost profits or savings, regardless of the form of action, whether in contract or in tort, whether or not the possibility of such damages has been disclosed to Goldberry Retrievers in advance or could have been reasonably foreseen by Goldberry Retrievers. In any event, Goldberry Retrievers liability for damages to Buyer for any cause whatsoever and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the total of all payments made and actually paid under this agreement. Under no circumstances shall Goldberry Retrievers be liable to buyer for punitive or exemplary damages, regardless of the actions giving rise to the Buyer's claim.

The terms of this contract constitute the entire agreement between the Buyer and the Seller at the time of sale. This Agreement shall not be amended or modified except by both parties in writing and signed by both parties. No other written or verbal statements expressed or implied shall alter this agreement.

Buyer Signature	Seller Signature
Printed Name	Printed Name
Date	Date

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