

Puppy/Dog Purchase Agreement & Guarantee
(Limited Registration)

This agreement (“Agreement”), dated as of _____ (the “Effective Date”), is between Robert & Melissa Barnes (“Breeder”) and _____ (“Buyer”). The subject of this Agreement is the below-described puppy/dog (“puppy/dog”).

- **Breed:** Labrador Retriever
- **Date of Birth:** _____
- **Color/Gender:** _____
- **Registration Number:** _____
- **Microchip Number:** _____

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$300 has been paid to Breeder. The Deposit shall be applied to the final Purchase Price defined below.
2. **Purchase Price.** The full purchase price of \$1,800 (“Purchase Price”) is agreed with the balance due in full at Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer.
3. **Limited Registration.** The puppy/dog is a purebred Labrador Retriever registrable with The American Kennel Club and is being sold with Limited AKC registration. Breeder agrees to provide Buyer with all AKC registration papers. As such, the puppy/dog is NOT eligible to be bred. If the puppy/dog is bred, the puppies will be ineligible for registration - a fee of \$5000 will be paid to the Breeder.

Note: Breeder will consider releasing breeding rights granted all breed related health testing (OFA hips, elbows, eyes and a full breed relevant genetic panel) is completed on the dog and the dog is titled to some degree (sports/performance). This can be discussed once dog has had all the above completed.

4. **Registration by Buyer.** Buyer shall register the puppy/dog with The American Kennel Club. Buyer agrees to use Breeder’s kennel name (Dixie Creek) when registering the puppy/dog (ex: Dixie Creek’s _____) and provide Breeder a photocopy of the puppy/dog’s AKC registration as promptly as possible after receipt. Buyer will not change the puppy/dog’s registration name without Breeder’s prior written consent and will never remove the kennel prefix from the puppy/dog’s registration name.

5. **Breeder’s Obligations.** Breeder represents and warrants the following:
 - a. **Ownership.** Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer’s payment of the full Purchase Price.

- b. State of Health; Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at their expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog in order for the “Examination Period” guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog “unfit for purchase”, which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes any health issues caused by Buyer’s ill-treatment, abuse or neglect, any health issues that result from the puppy/dog’s transportation from Breeder to Buyer and all minor illnesses and health issues, including upper respiratory infections, coccidia, giardia, stress diarrhea, internal or external parasites.
- c. Long-Term Health Warranty.
 1. The seller guarantees that the puppy is in good health (minus potential intestinal parasites which can occur due to stress of a new home) and has received the following:
 - a. Age-appropriate immunizations
 - b. Subcutaneous microchip
 - c. Deworming
 - d. Negative Fecal
 2. The Seller provides warranty against debilitating congenital defects for a period of 30 months after the date of sale.
 - a. Seller guarantees all possible steps have been taken with the sire / dam selection and breeding to prevent hereditary issues.
 - b. Debilitating congenital defects are defined as those present since birth that are either life threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.
 - c. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
 - i. Buyer must supply any requested veterinary records related to the dog’s condition to the seller within seven days of diagnosis.
 - ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller’s choice at the Seller’s expense.
 - iii. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.
 - d. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter.
 - i. Original puppy need not be returned, provided there is proper documentation of congenital issue.

- ii. Breeder determines which puppy (of equal or lesser value) will be used as a
 - iii. replacement and the wait may be as long as 12-36 months.
 - iv. Color or gender is not guaranteed.
Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.
 - e. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.
 - f. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.
 - g. This warranty is non-transferable.
3. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.
4. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may choose to (a) keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount)] (b) be refunded the whole price of puppy or (c) be refunded whole price of puppy and return to breeder.
5. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.
6. Buyer's Obligations. Buyer agrees to the following:
- a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.
 - b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
 - c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
 - i. Proper nutrition to support ideal growth and maintain optimum body condition.
 - ii. Buyer will not overfeed the puppy/dog nor allow it to become overweight; ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and Avoidance of stress injuries, such as not allowing the
 - iii. puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.

- d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
- e. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.
- f. No Transfer Outside of the United States. Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.
- g. Spay/Neuter Provision. The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no earlier than the age of 2 years and if done so, all health guarantees will be void. *We strongly advise waiting until maturity (24 months) to spay/neuter to allow the puppy time to develop and mature to its full extent.*
- h. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.
8. Ongoing Communications. Both parties agree to notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the AKC (American Kennel Club), UKC (United Kennel Club), or other registry(ies) and (c) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.
9. Remedy for Mistreatment. If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog [and its duly signed AKC transfer papers/registration] and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in

accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.

10. Agreement to Mediate. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation by a mediator before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
11. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of VA without regard to the conflicts of law's provisions thereof.
12. Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

Breeder Name: Robert & Melissa Barnes
Address: Blackwater Rd Chesapeake, VA
Email: dixiecreekretrievers@gmail.com

Phone: (757) 477-0344

Breeder Signature: _____

Buyer Name: _____

Address: _____

Email: _____

Phone: _____

Buyer Signature: _____