

HEALTH GUARANTEE AND SALES AGREEMENT

You are purchasing an AKC, Golden Retriever pup. Thus for the purpose of this contract, The Miller's will be referred to as the sellers. Reachable through phone:720-951-5993 or email: g.miller.24@msn.com

Name of Buyer: _____

Address: _____

Phone number: _____ Email: _____

This is for the sale of one Golden Retriever Puppy. Name: _____

D.O.B. _____ Gender of pup: M / F Color _____

Sire: _____ Reg.No.: _____

Dam: _____ Reg.No.: _____

Total amount paid: \$ _____ Less deposit: _____

Genetic and Hereditary Disease:

NOTE TO BUYER of GOOD FAITH: All canines have the potential for genetic or congenital diseases. Due to the nature of the particular disease, unfortunately, the concerns cannot always be eliminated. It is the job of the breeder, through selective breeding, to try and minimize (not eliminate) these conditions -- in good faith. Please read, to your full understanding, the following sections of this contract concerning any contagious or hereditary defects.

1. The Buyer must have the puppy examined by a licensed veterinarian within 72 hours after receiving puppy excluding Sunday and holidays. The Seller must be informed immediately of the examination's result by e-mail or telephone. Failure to comply will render this guarantee void.
2. The Buyer is responsible for the daily health care and maintenance of the pet, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. For the guarantee to remain in effect you must keep receipts and records to verify that you have regularly taken your pet to a duly licensed veterinarian for checkups and all required immunizations.
3. In the unlikely event of the death of the puppy within one (1) year from its birth due to genetics, a moderate or severe elbow or hip dysplasia, or a grade 3 or above heart murmur the Breeder shall refund purchase price or replace the pet with another of equivalent value at no cost to the Buyer within 120 days. All conditions set forth in paragraph 13 shall apply.
4. If the Buyer declines the refund or replacement puppy, then the Seller and Breeder shall be under no further obligation and it will be deemed that the Buyer has released the Seller and Breeder from all further claims.
5. In case of moderate to severe elbow or hip dysplasia, the radiograph should be permanently identified in the film emulsion with: registered name and/or number, name of the veterinarian or hospital making the film, date of radiograph taken. Furthermore, the radiograph and report must meet OFA standard submission requirements.
6. The value of the puppy for the purpose of this guarantee is solely the original purchase price of the puppy, and does not include shipping costs, health certificate, shipping crate or any additional prices declared by the Buyer.
7. This guarantee is non-transferable. In the event this guarantee is exercised, the registration papers must be returned to the Seller.
8. Puppies are sold as pets; no guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability.

9. The Breeder is solely responsible for supplying the registration papers. Registration papers for all registered puppies will be given on pickup or sent by regular mail.

10. Right to first refusal: The buyer agrees not to place this dog in an animal shelter, animal rescue dog animal shelter, animal rescue, and agrees to NOT using this animal for testing in animal research in any way. If the buyer chooses to relinquish this pup, at any time, the seller has right of first refusal.

11. Usually the puppy will ship or be ready to pick up within 7 to 10 days, but occasionally a puppy may need additional time with the Breeder before shipping. The final determination of the shipping date for the puppy is made by the Breeder and the Breeder's veterinarian, with the health of the puppy being the overriding factor.

12. In the event of any litigation in connection with this contract, the Seller will be paid reasonable attorney fees by the purchaser. Venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Adams County, Colorado.

13. The dog must be in good physical condition. In the unlikely event said puppy is found to have a congenital or genetic defect that is life-threatening, a statement from a licensed DVM's (Doctor of Veterinary Medicine) of Buyer's choosing confirming such an event and cause is required before any action will be taken by the Seller. Seller reserves the right to a second opinion of Seller's choosing to determine the congenital defect. All shipping costs are paid by the Buyer. All laboratory verification must be done by a licensed, DVM, Doctor of Veterinarian Medicine. No replacement or refund will be given if breeds that are known to be prone to hip dysplasia are overweight or over exercised. No replacement will be given if the registration application form has expired. Failure of the Buyer to provide puppy with timely inoculations or regular veterinary care will void this guarantee. This guarantee does not cover any veterinarian costs. The buyer is aware that owning a puppy means frequent visits to a Licensed Veterinarian and understands that he/she will be responsible for all payments. This guarantee does not cover any of the following conditions: intestinal parasites (i.e. Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms) Kennel Cough, Skin and Ear Mites, Cherry Eye, Allergies, and Inguinal, Perineal, or Diaphragmatic Herniation. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. This dog must not be over exercised during its growth period. Over exercising is as follows: Track or treadmill running or any form of strenuous exercise. This can be a cause of hip and joint problems in large breed dogs. Although these disorders tend to be hereditary, poor diet, over feeding, or improper exercising of a pup is a known contributor. The guarantee is void if there are signs of neglect, abuse or injury to this dog. If the buyer does not follow through with shot requirements/regimen and vet visits in timely fashion. All the above mentioned conditions must be met or all guarantees will be void.

14. This is the total agreement between the seller and the buyer and no other terms or conditions shall be valid to this sale. The buyer has read this agreement and agrees to the terms and conditions herein.

I, the purchaser of a puppy, hereby acknowledge that I have received a copy of this document as well as described herein pertaining to my pet's health inspection signed by veterinarian. Further, I accept the terms and conditions of the guarantee for congenital or hereditary disorders printed in this document, and I waive and relinquish any other rights that I might otherwise have in the event of such occurrence. This agreement represents the total agreement between Dirt Road Dogs LLC. and the buyer and no other terms or conditions shall be valid to this sale. The purchaser acknowledges that he or she has read, understands and agrees to the terms of this document.

Date of sale: _____

Buyer's Signature: _____

Seller's Signature: _____