

# EVERREADY RETRIEVERS

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## PURCHASE CONTRACT

Our contract is intended to accomplish a few simple goals. Our first goal is to provide puppy buyers of **EverReady Retrievers** with our warranty on hereditary health problems. Second, to ensure that our puppies will always have a good home. Third, to ensure that the puppies are not used for breeding without health clearances. Fourth, to encourage puppy owners to provide us with feedback on our puppies including health clearances.

### EVERREADY PUCHASE CONTRACT

This contract is between Evaretta T. Moses herein after referred to as "sellers" and \_\_\_\_\_, herein after referred to as "buyer".

Inconsideration of payment in full of the purchase price of \_\_\_\_\_ by buyer to sellers, sellers agrees to transfer to buyer, subject to the terms and conditions contained in this contract the ownership of one male/female golden retriever, herein after referred to as the **EverReady Retriever** from the mating of the sire and dam identified below:

**Sire:** \_\_\_\_\_

**Dam:** \_\_\_\_\_

### Buyer's Acknowledgement

Buyer, by signing this contract, acknowledges that he/she is aware that there are many health problems that are not uncommon to the golden retriever breed. Some of these potential health problems are known to be genetic, some are believed to have some genetic predisposition, and the cause of others is unknown or is random in occurrence. Buyer further understands that the technology does not exist to predetermine the genetic outcome of any breeding as respects to health, conformation, temperament or performance ability.

Sellers have, to the best of their knowledge and ability, made a good faith effort to determine that the retriever's dam is free of inherited genetic disease and has obtained like information on the sire to the extent available, and has made this information available to buyer. Notwithstanding the efforts of sellers, buyer understands and acknowledges that sellers can not predetermine the outcome of the breeding and therefore can make no assurances that the retriever will be free of inherited genetic or other disease, nor that the retriever will be free of inherited genetic or other disease, nor that the retriever will meet buyer's expectations as respects to conformation, performance, or temperament.

### Pickup/Shipping

As soon as is reasonably possible after the puppy/retriever is eight weeks of age, sellers will make the retriever available to be picked up by buyer, or sellers will ship the puppy/retriever to buyer by conveyance agreed to by sellers and buyer and at a time reasonably convenient to buyer. Buyer shall provide a shipping crate acceptable to the agreed conveyance and buyer shall be responsible for all shipping expenses which shall be paid in advance of shipping.

### Retriever Health at Pickup/Shipping

Sellers shall have the puppy/retriever examined by a licensed veterinarian as near as feasible to the pickup or shipping date and determined to be free of disease or injury. Should the puppy no be free of disease or injury, sellers shall notify buyer and pickup or shipping shall be delayed until any health problem is resolved.

The retriever will have first shots and have dew claws removed and be microchipped.

## Registration and Breeding

Sellers will provide Limited American Kennel Club Registration. Breeders will complete the registration form with buyer's name and address and the puppy's/retrievers name as provided to sellers by buyer. The kennel prefix **EverReady** and the theme of the litter \_\_\_\_\_ shall prefix the name for advertising purposes as requested by seller.

Seller will amend the registration to a Full AKC Registration subject to the following conditions being met:

1. The retriever must be a minimum of two years of age.
2. Retriever must have a final OFA hip evaluation of Fair, Good or Excellent: or have a Penn Hip hip evaluation with DI equal to or less than the 50th percentile for golden retrievers.
3. The retriever must have an OFA elbow evaluation indicating no evidence of elbow dysplasia.
4. The retriever's eyes must have been examined by an ACVO Diplomate (Board Certified Veterinary Ophthalmologist) and a certificate issued by CERF for the retriever.
5. The retriever's heart must have been examined by an ACVIM (Cardiology or Internal Medicine) Diplomate and deemed to be free of inherited disease including Sub-Aortic Stenosis.
6. The retriever must have been tested for normal thyroid function and deemed to be within the normal range.
7. Buyer must provide to the sellers legible copies of the above veterinarian examination reports or clearance certificates and if any problems confirmed with a second accredited veterinarian.

## Ownership of Retriever

Buyer agrees that buyer will not sell, loan, or give the puppy to any person or persons other than sellers.

If at any time during the life of the retriever buyer no longer desires to keep the retriever buyer agrees to offer first to return the retriever to sellers along with the retrievers registration signed by buyer transferring ownership back to sellers.

Buyer may return the retriever to sellers prior to the retriever reaching six months of age and sellers will refund the entire purchase price or offer a replacement subject to the conditions 3 through 7 listed under Health Warranty below being complied with by buyer.

After the retriever reaches six months of age, sellers are under no obligation to refund any portion of the purchase price except as provided under health warranty below.

## Health Warranty

Sellers warrant that if the retriever should be afflicted with an inherited disease of the hips, elbows, eyes, or heart that renders the retriever unable to perform as indicated by buyer on the Buyer's Questionnaire, sellers will refund the full purchase price or replace the retriever subject to the following conditions:

1. Buyer notifies sellers promptly after such condition is diagnosed and not later than the retriever reaching 28 month of age.
2. Buyer provides sellers with documentation of the inherited genetic disease buy a reputable certified veterinarian.
3. The retriever must not have been bred if a female or must not have allowed to sire a litter if a male.
4. The retriever must have been maintained in good physical condition with good muscle tone through proper exercise and not allowed to become overweight.
5. The retriever has received proper immunizations and monthly heart worm preventative.
6. The retriever's registered Name must include sellers' kennel name and theme of litter.
7. The retriever must be returned to sellers along with the retrievers registration properly signed, transferring ownership back to sellers
8. If buyer wishes to keep the retriever it must be neutered if a male or spayed if a female and that the procedure has been performed must be provided to sellers by the veterinarian that performed the procedure.

**Health Clearances**

Whether or not buyer plans to breed the retriever, buyer agrees at buyer's expense to have the retriever checked by qualified veterinarians for inherited genetic disease to include OFA evaluation of hips and elbows, ophthalmologist examination of eyes, cardiologist or internist evaluation of heart. Eyes and heart may be checked prior to age two. Hip and elbows must be checked promptly after retriever reaches two years of age.

Buyer agrees to provide to sellers legible photocopies of the evaluations promptly upon receipt of same and not later than the retriever reaching 28 months of age.

**Puppy Reports`**

Buyer agrees to provide sellers regular reports on the retriever. At a minimum these reports are to be made at six months of age, one year of age and annually thereafter. The reports are to include any accomplishments, problems and/or health issues.

**Buyer's Responsibility**

Buyer agrees to conduct him/herself as a responsible dog owner.

Buyer agrees that buyer is solely responsible for all costs and expenses of and related to the ownership of the retriever including but not limited to feeding veterinary care and training.

Buyer further agrees that buyer is solely responsible for any and all actions of the retriever and agrees to hold sellers harmless from any and all claims for bodily injury and/or property damages caused or alleged to have been by the retriever.

**By signing of this contract of sale, buyer accepts all conditions contained herein.**

**Signature of Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature of Seller** \_\_\_\_\_ **Date** \_\_\_\_\_