

# SALE AND GUARANTEE AGREEMENT

On this date, \_\_\_\_\_, Natalia V. Bagniouk & Peter G Aubin (Breeder) have agreed to sell, and the below named individual(s) (Buyer) has agreed to buy one AKC Registerable Golden Retriever Puppy for the Purchase Price named below, under the terms in this Agreement and described as follows:



**BREEDER: The Apalachee Golden Retrievers – Natalia V Bagniouk & Peter Aubin**

**ADDRESS: 15 Deerfield Drive, Big Flats, NY 14814**

**PHONE: 607 398 9082**

**EMAIL: Natasha@PureGoldPups.com**

**WEB: www.PureGoldPups.com**

BUYER: -----

ADDRESS: -----

Phone:----- Email -----

### PUPPY INFORMATION

Puppy's AKC Name:

Call Name:

AKC Number:

Sire:

Sire's AKC #

Sex of Puppy:  M  F

Dam:

Dam's AKC #

Whelp Date:

Color:

Markings, description:

Puppy Identifier:

Microchip #:

### Type of AKC Registration:

Full Registration

Limited AKC Registration with optional upgrade to Full AKC Registration

Limited registration ONLY

Purchase Price: \$ \_\_\_\_\_

Deposit amount: \$ \_\_\_\_\_

### BREEDER GUARANTEES THE FOLLOWING:

This purebred Golden Retriever Puppy is, at time of sale, a healthy and socialized Puppy of sound temperament. S/he is the result of selective natural mating of parents and is an excellent representative of the breed, unless otherwise specified.

**BREEDER CANNOT GUARANTEE PUPPY'S FUTURE COAT COLOR, TOOTH AND JAW FORMATION, BREEDING PERFORMANCE AND ABILITIES.**

### HEALTH

The Breeder guarantees that the Puppy is healthy at the moment of sale as certified by the licensed veterinarian and provided in the Health Certificate. The Breeder guarantees for 2 years from the date of sale that the Puppy is free of hereditary hip/elbow dysplasia, free of hereditary eye diseases and free of hereditary Subaortic Stenosis. The Breeder guarantees that the Puppy is free of such communicable diseases as parvovirus, leptospirosis, kennel cough, distemper and rabies at the moment of sale. The Breeder took all precautions to prevent rickets and vitamin deficiency in the said Puppy.

The Breeder guarantees that the Puppy has been dewormed, microchipped and received two DA2PPv-Cv vaccinations.

Within THREE days of purchasing new Puppy, Buyer must take him/her to a licensed Veterinarian for an examination. Verification of Dog's Identity filled out by licensed Veterinarian is required if any claims are made to Breeder. The form is attached to this Agreement. If the veterinarian determines under the penalty of Law, within 14 days of purchase, that the Puppy is clinically ill or has died from an injury sustained or illness that has been contracted **before the date of sale**, and if the veterinarian specifies that the Puppy was not suitable for sale by medical reasons, the Buyer has the following options:

1. Return the Puppy for a complete refund;
2. Return the Puppy for a replacement Puppy of equal value when available;
3. Retain the Puppy and receive reimbursement for reasonable veterinary fees, not exceeding half of the purchase price of the Puppy.

These options do not apply in the unlikely event of a Breeder, who has provided a health certificate issued by a veterinarian, discloses in writing at the time of sale the health problem, for which the Buyer later seeks to return the Puppy or collect damages.

If, within 14 days of purchase, a licensed veterinarian determines that the Puppy has a congenital or hereditary defect, which adversely affects the Puppy's health, or, that the Puppy died from a congenital or hereditary defect, Buyer has the same options as outlined above. These options do not apply in the event when the Breeder discloses in writing at the time of sale the problem, for which the Buyer later seeks to return the Puppy or collect damages.

**THE BREEDER DOES NOT WARRANTY THE FOLLOWING** on any Puppy sold:

1. Entropion, Ectropion, and allergies;
2. Any diseases that develop due to contamination that happened after the date of sale or on the date of sale after the Buyer takes possession of the Puppy,
3. Any diseases that develop after the date of sale due to improper diet, improper physical activities, injuries, provided or caused by Buyer or while the Puppy is in his possession.
4. Behavioral problems or personality traits not associated with breed temperament;
5. Behavioral problems or personality traits that develop due to improper training or lack of it, provided or caused by Buyer.
6. Conditions not set out herein.

**SUITABLE EVIDENCE. ALONG WITH MEDICAL RECORDS AND OTHER SUITABLE EVIDENCE REQUIRED BY NEW YORK PET LAW, FILLED AND SIGNED BY LICENSED VETERINARIAN, VERIFICATION OF PUPPY'S IDENTIFICATION IS REQUIRED. WITHOUT SUCH VERIFICATION, BREEDER WILL NOT HONOR ANY CLAIMS/PRETENSIONS FROM BUYER. IF YOU CANNOT LOCATE THIS FORM, PLEASE, CONTACT THE BREEDER TO OBTAIN ONE.**

If the Puppy is severely crippled by any of the guaranteed conditions and if contract conditions have been adhered to and suitable evidence is produced, the Puppy may be returned to the Breeder in good clean condition at the Buyer's expense with the Registration papers signed over to the Breeder. A Puppy of the same sex and quality, selected by the Breeder, will be guaranteed to the Buyer from another litter, though not necessarily from the same bitch nor from the next litter due to arrive. The Breeder reserves the right to refund the Buyer his original price of the Puppy including the deposit should the Breeder decide not to place another Puppy with the Buyer.

Alternatively, where the Buyer chooses to keep the said crippled Puppy, the Breeder shall in its considerations, reimburse the Buyer an amount determined by the Breeder in line with the condition and effects on the Puppy's life. In any case, this amount shall not exceed, in total and in combination for all conditions, a lifetime maximum of one half the purchase price of the Puppy. The Breeder may request that the Buyer obtains additional veterinarian opinions in the case of x-rays, eye and/or heart examinations from OFA and CERF. Obtaining additional opinions will be the responsibility of the Buyer. The Breeder may request to have any reports or x-rays mailed or shipped to the Breeder's veterinarian. Under no circumstances will THE BREEDER be responsible for the cost of any veterinarian bills for any reason whatsoever, nor will THE BREEDER be responsible for the cost of surgery for any reason whatsoever.

**The BUYER AGREES TO THE FOLLOWING:**

1. The Buyer will take good care of the Puppy, providing quality nutrition, shelter and medical care, including vaccinations as set out by a veterinarian, to ensure the physical and emotional wellbeing of the Puppy.
2. The Buyer agrees to feed a quality food appropriate to the age (as advised by your vet) and to switch the Puppy to a food recommended by the Breeder or, food of Buyer's choice, or in special circumstances, by licensed Veterinarian. The Buyer agrees to keep the Puppy at a normal weight.

3. The Buyer agrees to provide daily exercise and to neither overwork nor underwork the Puppy, and will not allow the Puppy to run at large unsupervised. The Buyer further agrees not to tie the Puppy to any fixed object. **The Buyer must keep the dog at its Standard Breed Weight, SUCH AS 65-75 LBS FOR MALES AND 55-65 LBS FOR FEMALES.** The underweight/overweight causes hip and elbow dysplasia, cancer development and overall poor health. **If the dog is overweight or underweight at any given time, the time of being sick, ill or right before death, any guarantee previously given by Breeder is null and void, and the Breeder will NOT honor any claims/pretensions from the Buyer.**
4. The Buyer agrees the Puppy will never be used for experimental or research purposes, will never be sold to/through pet store or pet broker, and will never be surrendered to any Puppy shelter/rescue.
5. The Buyer agrees, that the Puppy, upon sexual maturity, will never be used in breeding programs to produce cross-mix litters, such as Golden Doodles, Goldadors, Mini Goldens, etc.
6. The Buyer agrees to register this Puppy with American Kennel Club (AKC), and its affiliates ONLY, **within three months after the date of this Agreement.** No other club registration, except for one of the Golden Retriever Club of America and its local affiliates, is allowed. If the Buyer moves to another country, registration with applicable kennel club, such as a member of FCI, is encouraged.
7. Once the Puppy is AKC registered, The Buyer agrees not to change the official AKC registered name of the Puppy during its entire lifetime. The official name of the Puppy must have the word “APALACHEE’S” as the first word in the Name of the Puppy.
8. The Buyer agrees to enroll the Puppy into American Kennel Club Companion Animal Recovery services.
9. The Buyer agrees to license the Puppy according to the local laws (i.e. yearly city license).
10. Should the Buyer need to part with this Puppy for whatever reason, the Buyer agrees to contact the Breeder immediately and before any further actions. The Breeder have the option of taking in the Puppy back free of charge, or, if the Buyer insists on monetary gain, the Breeder reserves the right of first refusal, and/or assist the Buyer in finding a new good home for the Puppy.
11. The Buyer agrees to contact the Breeder at all times when the Puppy has been seen by a Veterinarian for any condition other than routine reasons.
12. The Buyer agrees to send 2-3 good quality photos of the Puppy at least once in three months to the Breeder by either email to [Natasha@PureGoldPups.com](mailto:Natasha@PureGoldPups.com) or by postal service to the current address of the Breeder.
13. The Buyer agrees to keep his/her contact information up to date with the Breeder, and notify the Breeder of address/email changes if possible.
14. If applicable, at the age of 22 months for females, or 16 months for male, the Buyer agrees to contact the Breeder in order to initiate the process of Revoking the Limited AKC Registration, and upgrading to Full AKC Registration. This paragraph does not apply to the Puppies sold on Limited AKC Registration ONLY as specified above. The Buyer shall meet the following requirements:
  - a) *The Puppy is free of hip and elbow dysplasia (OFA certification);*
  - b) *The Puppy is free of hereditary eye and heart disease as certified by a canine ophthalmologist and cardiologist (OFA and CERF certification);*
  - c) *The Puppy is free of any disqualifying features as set out by the Golden Retriever Breed Standard (adult weight, height in withers, plenty of current photographs);*
  - d) *The Buyer made themselves knowledgeable of the process of breeding, pregnancy, whelping, and the conscientious raising of pups prior to the non-breeding agreement being lifted.*
  - e) *The Upgrade Payment of \$1000 (One Thousand Dollars) is received from the Buyer by the Breeder if the Puppy was initially sold on Limited AKC Registration with optional upgrade to Full Registration.*
  - f) *The female turns two years old at the time of mating or earlier, the male turns 18 months at the time of mating or earlier.*

The Buyer agrees to pay appropriate AKC fees, postage, etc. for such procedure. The Breeder shall provide no hesitation to revoke the Limited registration if the above conditions are met.

15. The Buyer agrees that in case of Sale, Transfer, or any change of ownership of the Puppy, the Buyer to enforce this Agreement with the new Buyer, and notify Breeder of change of ownership immediately.

16. If the Puppy is sold on Limited Registration, the Buyer agrees to spay/neuter the dog at the age from 12 months to 24 months.

**PUPPIES THAT ARE REARED CONTRARY TO ANY OF THE CONDITIONS 1-4 ARE MORE SUSCEPTIBLE TO HEALTH PROBLEMS, COMPROMISED SOUNDNESS, LACK OF CLEARANCES, OR ARE POTENTIALLY OF POORER QUALITY THAN THEY HAD THE POTENTIAL AS A PUPPY TO BE; AS SUCH, FAILURE TO COMPLY WITH THE ABOVE MENTIONED CONDITIONS 1-4 WILL RENDER ANY GUARANTEES AND WARRANTIES NULL AND VOID.**

In the event that this Puppy, being registered on Limited AKC Registration, or not being registered with any kennel club at all, is used for breeding and where written permission of the Breeder is not given to breed the said Puppy, the Breeder shall be entitled to and shall receive from the Buyer, liquidated damages in the sum of \$10,000.00 (Ten Thousand Dollars) and this amount shall be binding upon the said Buyer. Liquidated damages shall be payable on written demand by the BREEDER.

*By signing this Agreement of Sale,*

*the Buyer acknowledges receipt of the Puppy Package, which includes the following: AKC registration papers, Litter Pedigree, copy of signed by both parties Sale Contract, copy of Sire's Import Pedigree (with all the titles, scores, etc.), NY Pet Law Forms, Health & ID Passport (incl. vaccination records & vaccination schedule), health certificate, microchip Information and AKC CAR enrollment form, Large Breed Puppy Dog Food Package, a CD with photos of this Puppy since birth to release date, a book about Golden Retrievers of Breeder's choice (grooming, training, etc.), a set of brochures on important subjects, lifetime email and/or phone support;*

*the Buyer acknowledges that he/she have read and understood this Agreement in its entirety and agrees to all terms and conditions of this Agreement.*

*The Breeder acknowledges that they have received funds in the amount of the purchase price, that they have read and understood this Agreement in its entirety and agrees to the terms and conditions of this Agreement.*

**Puppy transfer and Sale are complete and two copies of this Agreement are signed on \_\_\_\_\_, 2011.**

**Buyer:** \_\_\_\_\_

**Breeder:** \_\_\_\_\_

\_\_\_\_\_

## VERIFICATION OF PERMANENT IDENTIFICATION

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**Examining Veterinarian:** \_\_\_\_\_

**License Number:** \_\_\_\_\_

**Address & Phone Number:** \_\_\_\_\_

**Date of Examination:** \_\_\_\_\_

**Name of Examined Dog:** \_\_\_\_\_

**Breed:** \_\_\_\_\_ **ID Number:** \_\_\_\_\_

**DOB of the Dog:** \_\_\_\_\_

**Owner of the Dog:** \_\_\_\_\_

**Address & Phone Number:** \_\_\_\_\_

**I, the Examining Veterinarian, have verified the permanent identification of this Dog by**

- Scanning the Microchip**
- Visually verifying the Tattoo**

**and I hereby confirm, under the Penalty of Law, that the information matches the permanent identification number provided on this form.**

**Veterinarian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_