

Breely Kennels

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'PET QUALITY' or 'NON-BREEDING QUALITY' PUPPY SALES CONTRACT

Buyer(s): _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Email: _____

Sire: _____

Dam: _____

Litter Registration #: _____ Date of Birth: _____ Sex: _____

Puppy Microchip #: _____ Wormed: _____

Vaccines: Rose Rock Veterinary Hospital—Norman, OK Dates: _____

Next Vaccines Due: _____ Fecal Exam: _____ Heartworm Prev. Sentinel – 1st day of each month

Litter Theme: _____ Puppy Litter ID Color: _____

Amount of Sale: _____ Deposit: _____ Balance Due: _____

Notes: _____

Breeder warrants that the above described puppy is a purebred Golden Retriever registrable with the American Kennel Club (AKC). Due to the puppy's age, Breeder cannot guarantee color or size at maturity. This puppy is being sold as 'pet quality', and is not intended for show or breeding. At the time of sale, the puppy showed no defects which would compromise his/her health or wellbeing as a pet.

This puppy has been examined by a licensed veterinarian, and was found to be in good health. The puppy has been properly vaccinated prior to sale, and record of such accompanies the puppy.

Buyer agrees to take this puppy to their own licensed veterinarian within three (3) days of purchase for a health check. If Buyer's veterinarian determines the puppy to be ill, or for any reason this puppy is unacceptable, Buyer may return the puppy for a full refund, provided it is in the same general condition as at the time of purchase, and provided it is returned within one (1) week of purchase. All expenses for returning said puppy are the responsibility of Buyer.

If the puppy is returned due to illness, a verified letter from the veterinarian is required. This includes death or illness from any health condition deemed present PRIOR to removal from the Breeder's premises.

BUYER UNDERSTANDS THAT THIS PUPPY IS TO BE REGISTERED WITH THE AMERICAN KENNEL CLUB (AKC) UNDER THE AKC 'LIMITED REGISTRATION' PROGRAM. Limited Registration means that the dog can participate in all AKC events, except breed conformation shows, but any puppies ever produced by this dog will be ineligible for registration with the AKC. If Buyer and said dog meet certain criteria in the future, Breeder may choose to lift the Limited Registration.

It is agreed that the kennel name "BREELY" will be used as the prefix for the registered name of the puppy, and will be followed by a name in accordance with the specified theme for the litter, as indicated on page 1. Within thirty (30) days of Buyer acquiring the puppy, he/she must inform Breeder of desired registered name for the puppy. Once approved by Breeder, the desired name will be filled in on the registration papers, and Breeder will send the registration papers to Buyer.

Buyer agrees to take good and proper care of this puppy, and that the puppy will reside at the home of Buyer. The dog will be given adequate shade and housing when outdoors, be maintained in a fenced yard or leashed when not in a fenced yard, and will be properly and sufficiently fed a good quality food, as recommended by the Breeder and/or Buyer's veterinarian. The dog will receive proper veterinary care throughout its lifetime. This includes, but is not limited to, maintaining titers and vaccinations by a veterinarian, heartworm testing and prevention, intestinal parasite tests and worming if needed, and flea/tick control. The dog shall not be allowed to run loose in Buyer's community, or in any other unsafe location, nor shall the dog be kept chained or tied out, allowed to ride uncrated in the back of an open pick-up truck, or mistreated or abused in any other ways. Under terms of this contract, Breeder has the right to investigate the care of this dog if circumstances warrant. If Breeder feels this dog is not getting proper care and treatment, Breeder has the right to have the dog examined by a licensed veterinarian mutually agreeable to Buyer and Breeder. If the veterinarian finds the dog a victim of ill-treatment, abuse or neglect, Breeder has the right to take full possession of the dog.

Breeder expects Buyer to properly raise and train this puppy, ensuring good socialization and health, and attending training classes where possible. Buyer agrees to raise, train, and maintain this dog to be well-adjusted.

SPAY OR NEUTER OF DOG - Mandatory spay/neuter is not required by Breeder because of the long-term health consequences (orthopedic issues, early cancers, etc.) that recent scientific research is showing occurs with dogs that are spayed or neutered young. If the dog will be spayed or neutered, the operation should not be performed until the dog is at least eighteen (18) months of age for males and twelve (12) months of age for females. **BUYER AGREES NOT TO BREED THIS DOG** unless later agreed upon in writing by Breeder.

Breeder disclaims any damages to persons or property once this dog has left Breeder's possession, whether solely owned or co-owned by Buyer.

Neither this dog, nor any progeny of this dog, shall be used for purposes of vivisection or research. Buyer agrees that he/she is not acting as an agent in the purchase of this dog. Buyer also agrees that this dog, or any progeny of this dog, shall not be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house, pet store or "puppy mill."

Buyer guarantees Breeder the right of first refusal if the dog is to be sold or disposed of in any way. Breeder has first right to have said dog back at no charge to Breeder. If Breeder does not wish to acquire the dog, Breeder will attempt to assist Buyer in placing the dog. This does not imply Breeder will automatically take the dog back. If Breeder does choose to take the dog back, signed registration papers must accompany the dog. If Buyer places said dog directly with another party, Buyer will promptly notify Breeder of the new owner's name, address, and phone number. This dog will not be sold out of the USA or Canada without prior specific written approval from Breeder.

Breeder has taken reasonable precautions to prevent this puppy from having hereditary diseases. Hip, elbow, heart, and eye clearances of the puppy's sire and dam are provided to Buyer at request prior, upon, or following purchase. Buyer agrees to maintain preventative care of the puppy in regards to hip dysplasia and other joint diseases. This preventative care shall include such things as proper nutrition (including avoiding excessive nutrition), proper exercise (as advised by Breeder), and preventing stress injuries (ex. not allowing puppy to jump from heights taller than itself at the shoulder and no forced exercise, specifically running, until twenty-four (24) months of age).

If, for any reason, this puppy is definitively diagnosed with a life-threatening congenital or hereditary defect prior to the age of one (1) year, the puppy may be returned to Breeder in exchange for a puppy of equal value at a future date, or Breeder will refund Buyer the full purchase price of the puppy. All defects must be determined to be genetic and not the result of injury, excessive strenuous activity, or weight problems. All veterinarian costs pertaining to any said defects are the sole responsibility of Buyer. Buyer must provide two letters stating diagnosis and testing that confirms the condition. One can be from a general practitioner, but the second must be from a veterinary specialist. If said dog dies, the hereditary condition **MUST** be substantiated by a post-mortem exam (at Buyer's expense) by a certified veterinary pathologist (not a general practitioner), and documentation must be submitted to Breeder. Breeder reserves the right to obtain a second opinion.

Breeder is **NOT RESPONSIBLE** for covering the cost of health checks, treatments, or surgeries which Buyer may elect to have done on the dog. If any problems do arise, Buyer must notify Breeder immediately, prior to undertaking any major treatment.

Breeder agrees to stay in contact with Buyer, and to answer any questions and help solve any problems (to the best ability of Breeder) that Buyer may have after the purchase of the puppy.

Buyer agrees to maintain contact with Breeder regarding this dog, and to reply promptly to inquiries about this dog from Breeder. Breeder may request to see the dog. If the dog lives in the local Oklahoma City area, Buyer may be required to bring the dog to Breeder's residence at convenient times. If the dog lives outside the Oklahoma City area, Breeder may request you meet at a dog show in the area when Breeder is in town. Buyer will also promptly notify Breeder of any change of address or phone number.

Buyer may inquire on the health status of the puppy's sire and dam and of the puppy's siblings, and Breeder agrees to provide as much information as is known to Breeder.

In the event that said dog, which is sold as a pet, is used for breeding, and where written permission from Breeder is not given to breed the said dog, or if any portion of this contract is not upheld by Buyer, said dog and any offspring of said dog shall immediately become property of Breeder. Buyer shall pay a penalty fee to Breeder in the amount of five thousand dollars (\$5,000.00).

If Buyer fails to fulfill the conditions of this contract, he/she will be responsible for reasonable attorney's fees if Breeder of said dog takes action on behalf of the dog and/or offspring.

It is understood and agreed to by Buyer and Breeder that this agreement and the purchase and sale of the said dog shall fall under the jurisdiction of the laws of Cleveland County in the State of Oklahoma, and that any matters with respect to this agreement shall be dealt with as per the laws governing this location. It is further understood that any circumstances/situations/disputes arising which are not covered within this agreement shall be remedied at the discretion of Breeder and Breeder's decision shall be final and binding.

It is understood that Breeder and Breawna Fritzler are one and the same within this entire agreement.

BUYER HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES THAT ALL PARTS AND PORTIONS THEREOF CONSTITUTE A BINDING AGREEMENT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT OF BOTH PARTIES (BUYER AND BREEDER) WITH RESPECT TO THE SALE MENTIONED ABOVE. NO PART OF THIS CONTRACTUAL AGREEMENT IS TRANSFERABLE.

Buyer _____ *Date* _____

Buyer _____ *Date* _____

Breeder _____ *Date* _____