

Goldiva Goldens and Gardens, LLC

1 Redmond Road, North Yarmouth, Maine 04097
207-831-3195 (cell) www.k9goldens.com

"BUYER" shall herein be defined as: _____

"BREEDER" shall herein be defined as: Goldiva Goldens & Gardens, LLC

Sire:		AKC #	
Dam:		AKC #	
This Golden Retriever PUPPY/DOG is sold for the sum of:	Purchase Price:	\$5500.00	
AKC Microchip for \$50		\$ 50.00	
Bordetella and Distemper with Lepto vaccines		\$ 50.00	
BALANCE DUE at 6 wks if by check or Cash/Credit at 7 weeks	ME Tax 5.5%	\$ 308.00	
	TOTAL CHARGES	\$5908.00	
Deposit of which \$1000 of Deposit is Non-Refundable: \$2000.00	Boarding \$100/day x ___ days: \$ 0000.00		
Visa/MC/Amex/Disc accepted for a 5% convenience fee:	BALANCE DUE	\$3908.00	

This BUYER has purchased an AKC Purebred Golden Retriever: **Male / Female Puppy**

DOB _____ Breeder warrants puppy to be in good health at the time of sale. Puppy will have had its 1st distemper, lepto and kennel cough vaccines. Puppy is up-to-date on Pyrantel Pomaote weekly de-wormings but Breeder cannot guarantee puppy is free of worms so a final deworming is sent home with Buyer. Buyer will have this puppy examined by a veterinarian within 72 hours of delivery. Should Buyer's veterinarian determine the puppy to be ill or for any other reason puppy is unacceptable Buyer may return puppy for a refund during the 72 hour period, provided puppy is returned in the same condition as at the time of delivery. Breeder strongly recommends pet insurance for at least the first two years.

Vet's Name, Address & Phone: _____

BUYER gives BREEDER permission to talk to BUYER'S Veterinarian and to release all vet records on this puppy throughout the life of the dog should BREEDER request them.

BUYER Agrees to:

1. Provide puppy with adequate vet care, including puppy booster series and annual exams, heartworm test and preventative. **Buyer's Initial's** _____
2. Register puppy with AKC on a Limited registration only; registrations with UKC are strictly prohibited. **Buyer's Initial's** _____
3. Spay/Neuter puppy at appropriate age, AFTER the first heat cycle for a female & 24 months for a male. For female puppies Buyer agrees to call Breeder on first day of heat cycle. You will notice small amounts of blood on floor after sitting/lying down and vulva will be swollen. While in heat, only leash walk in your backyard for 28 days, mark your calendar! She is to be spayed 4 months after completion of her heat cycle and before her next cycle (every 6 months). **Unauthorized breeding(s) by BUYER will forfeit \$20,000 to BREEDER and forfeit PUPPY to breeder until spayed/neutered. Neutering/spaying before appropriate age will void health guarantee. An undescended testicle is not cause for early neutering. Buyer's Initial's** _____
4. Absolutely no Juvenile Pelvic Surgery will be permitted as a preventative surgery to avoid hip dysplasia in baby puppies. This is a cruel procedure, unproven, unnecessary for bunny hopping puppies in their rapidly growing early stages of development. This is perfectly natural as they grow. This elective procedure will void any health guarantee. **Buyer's Initial's** _____
5. Puppy must be kept in trim weight, gaining 5-8 pounds/month for first 6 mths. Female weight 50-55 lbs at 1 yr of age; then 55-65 pounds at 2 yrs of age. Male weight 60-65 lbs at 1 yr of age; then 65-75 pounds at 2 yrs of age. An overweight puppy will default your contract. **Buyer's Initial's** _____
6. Breeder requires puppy be kept on Purina Pro Plan Sport 30/20 Salmon & Rice unless Breeder request a change. Follow feeding schedule posted in the training manual on Breeder's website. Failure to keep puppy on Breeder's required dog food will void your health guarantee. **Buyer's Initial's** _____
7. Puppy must have regular exercise, i.e. retrieving, swimming, short walks, etc. Puppy must NOT be subjected to stressful repetitive exercise (i.e. jogging, biking, etc.) without prior OFA preliminary hip report with a rating of Good or better. **Use of a harness is strictly prohibited and will void health guarantee. Buyer's Initial's** _____
8. Provide a suitable fenced area with shelter. Puppy is never to be tied out nor chained on a dog run. Puppy is not to be crated throughout the day while Buyer is at work. **Buyer's Initial's** _____
9. Enter puppy into an obedience class starting at age 9-11 weeks and continuing until 9-12 months of age. Puppy must be adequately socialized and not exhibit fear or abnormal reactions in normal family or public situations. **Buyer's Initial's** _____

BUYER'S Trainer & Phone/Website: _____

PUPPY HEALTH GUARANTEE: This puppy is guaranteed against most congenital defects for one year. Breeder cannot warranty against the following congenital/hereditary problems known to affect the breed: hip dysplasia, elbow dysplasia, entropion, ectropion, distichiasis, cataracts, pigmentary uveitis, and cancer. All parents have generations of health clearances. Should the puppy die within that time as a direct result of a congenital defect, the puppy will be replaced ONLY if an appropriate necropsy is performed by a licensed veterinarian and the vet's certificate is provided as proof for cause of death. A replacement will be made with a puppy of comparable quality and value, as available within 6 months, at the discretion of the BREEDER. Under NO circumstances will the BREEDER be responsible for any of the BUYER'S veterinarian expenses pertaining to said puppy. It is the responsibility of the BUYER to provide immediate veterinary care to this puppy if showing signs of illness or distress, and failure to do so will render any guarantee null and void. The BUYER must notify the BREEDER, within 2 business days, of the diagnosis by a veterinarian of a health problem and provide the BREEDER with the name and contact information of the vet and a copy of the vet report on the puppy. If the BUYER elects to keep the puppy in spite of health problems, instead of returning it to the BREEDER, the BUYER agrees to release the BREEDER from all liability for the entire life of the puppy, pursuant to Maine law Title 7 MRSA Chapter 745. Under no circumstances is a puppy to be destroyed prior to notification by the BUYER to the BREEDER and never to be given up to a shelter. BUYER agrees to get a second opinion for any surgery "deemed necessary." BUYER must use the BREEDERS choice of vet for the second opinion. Buyer's Initial's _____

LIFETIME OWNERSHIP/FORFEITURE: BUYER hereby agrees that if at any time the BUYER cannot take proper care of the puppy, the BUYER must contact the BREEDER and the BREEDER will have the first choice to either: (1) Take the puppy back; or (2) Assist the BUYER in finding a suitable home for the puppy. If this puppy is found to be neglected or mistreated, BUYER will surrender the said puppy to BREEDER, unconditionally. If this puppy is neutered or spayed and is being returned because the BUYER can no longer keep this puppy due to allergies, divorce or other uncontrolled circumstances, or lack of training and now has "issues" to be corrected, the refund purchase price will be \$500.

BREACH of CONTRACT; REMEDY: The parties agree that the exclusive venue and jurisdiction for resolution of any dispute concerning the interpretation or enforcement of this Agreement shall be the Small Claims docket of the Portland, Maine District Court. BUYER irrevocably WAIVES ALL RIGHT TO JURY TRIAL, including jury trial on appeal from small claim judgment.

Buyer's Initial's _____

STATEMENT OF MAINE LAW GOVERNING THE SALE OF DOGS & CATS: The sale of dogs and cats is subject to consumer protection regulations. Maine law also provides safeguards to protect sellers and animal purchasers. Attached is a copy of Title 7 MRSA Chapter 745. Contained in this law is a statement of your consumer rights and remedies. Also attached is your pet's health history and specific warranty information.

SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS IN THIS CONTRACT: This contract is legally binding to all parties involved. It applies only to the BUYER and BREEDER in this transaction and is non-transferable to other parties. Maine law shall apply to interpretation and enforcement of this Agreement. Jurisdiction for the resolution of any breach of or dispute regarding this Agreement shall be in the State of Maine. BUYER shall be liable to the BREEDER for any and all legal fees incurred by the BREEDER in the enforcement of this contract.

The BUYER, by signing this AGREEMENT, has reviewed, understood, has had a chance to question, and has accepted this Agreement in its Entirety. I/we have read the above conditions and agree and acknowledge that I have received a copy of the guarantee outlined by the Maine Law 7 MRSA, Chapter 745 Sale of Dogs and Cats.

Buyer's Initial's _____

I am authorized to bind all the members of my family to this agreement and I do so by signing below.

BUYER'S Signature _____ Date _____

BUYER'S PRINTED NAME: _____

Address: _____

City, State, Zip: _____

Phone & Email: _____

DATE of Delivery to BUYER: _____ Date for 72 Hours Return _____

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