

NICHOLBERRY GOLDENS

PUPPY PURCHASE AGREEMENT

The following sale and agreement is made and entered into by and between the following parties and is effective this the _____ day of _____, 20____.

1. **NAMES.** Nicholberry Farms, LLC (hereinafter "Seller"), dba Nicholberry Goldens, located at 5235 Horseshoe Bend Avenue in Clovis, California 93619, and _____ (hereinafter "Buyer") agree to the following terms in the sale and purchase of an English Crème Golden Retriever (hereinafter "puppy").

2. **PURCHASE PRICE.** The purchase price is \$_____ and shall be tendered in full by the time the puppy reaches 6 weeks of age. Failure to make payment in full by the time puppy reaches 6 weeks of age constitutes a material breach of this contract and surrender of all rights to purchase of puppy.

3. **DEPOSIT.** Seller hereby accepts a **non-refundable** deposit of \$500.00, which shall be paid concurrently with the execution of this Purchase Agreement and shall be applied towards the purchase price of the puppy. Seller shall not hold a puppy for Buyer until said deposit has been received.

4. **SHIPPING EXPENSES.** In the event the puppy is to be shipped, Buyer shall be responsible for all associated costs. Currently, the flat rate for a shipping crate, airfare, vet certificate and handling is \$400, but may change at Seller's sole discretion.

5. BREEDER GUARANTEES.

A. Seller hereby warrants and guarantees that puppy has had proper care to date and has been examined by a Veterinarian. Puppy has received its first shots and has been wormed. Shot records will be furnished at time of delivery. Buyer agrees to have the puppy examined by a licensed and reputable Veterinarian within 72 hours of receipt of the puppy. If within 72 hours, the health of the puppy is found to be at risk due to congenital defect (existing at birth), owner shall notify Breeder and provide a written statement from said Veterinarian describing puppy's condition and shall return, at Buyer's expense, the puppy and papers to Seller within three days of the examination. Seller will replace puppy or refund money at Seller's sole election and discretion, provided puppy is in the same condition mentally and physically as when originally

purchased. This does not include worms, fleas, mites, cocci, giardia, or any other parasites as they are common in dogs and puppies.

B. Breeder is not responsible if puppy contracts a communicable disease after leaving Breeder's possession.

C. Breeder offers a two year guarantee on any puppy found to have congenital heart disease, as diagnosed by a board certified canine cardiologist.

D. Breeder offers a two year guarantee on any puppy found to have congenital eye disease, as diagnosed by a board certified veterinary ophthalmologist.

E. Breeder offers a two year hip guarantee on any puppy found to have degenerative joint disease, as diagnosed by two qualified veterinarians, one of whom is selected by the Breeder, and confirmed by an OFA evaluation.

F. To be covered by this guarantee, the following conditions are applicable and are preconditions:

1. Puppy must be owned by original owner named in this agreement.
2. In the case of sudden death of puppy, Breeder must receive a written notice of puppy's death from owner's vet, along with a necropsy report indicating cause of death.

G. In the event of emergence of a hip, heart, or eye disorder as described above, which is severe in nature and which will significantly decrease the quality of life or longevity of the dog, Breeder shall, in its sole discretion, either:

1. Replace the dog with one of equivalent quality from the next available litter bred by the Breeder;

OR

2. Refund veterinary expenses up to 50% of the original purchase price.

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6. LIMITATIONS OF GUARANTEE.

THE FOLLOWING WILL VOID ALL GUARANTEES:

- A. Buyer permitting the dog to be underfed or overfed at any time.
 - o Definition of Underfed: Ribs are highly visible
 - o Ideal Body Condition: Can feel outline of ribs. Dog has waist when viewed from above. Belly is tucked when viewed from the side.
 - o Definition of Overfed: Dog has no waist when viewed from above. Belly is rounded when viewed from the side.
- B. Evidence of neglect or abuse.
- C. Previous related trauma (broken bones, related injuries, etc.)
- D. Dog has been bred.
- E. Feeding this dog anything other than a premium quality dog food for large breed. Food must either be Blue Buffalo Large Breed or comparable quality food.
- F. Evidence of Strenuous Exercise – for example: No treadmill, no jogging prior to the age of one, no extensive standing on back of legs, no extensive retrieving or playing on slippery floors.

7. **REGISTRATION OF PUPPY.** This puppy is being sold as a pet and companion animal and as such, registration for this puppy is **limited** as defined by the American Kennel Club. If puppy is not registered by Breeder, Buyer hereby agrees that s/he will use the prefix **Nicholberry** at the **beginning** of the dog's registered name.

8. **SURRENDER OF DOG.** Buyer agrees that this puppy will **never** be surrendered to any humane society, animal rescue group or animal shelter. Seller will accept any dog that is unable to be cared for and shall assume ownership of, possession of, and responsibility for any such animal previously purchased from Seller.

9. **COSTS OF RETURNS.** Should an animal purchased under this agreement be returned for any reasons whatsoever, Buyer accepts responsibility for, and shall pay, without recourse against the Seller, any and all transportation expenses, veterinary charges, crate fees, air freight charges, and transport fees to and from the involved airports. Should an exchange animal be agreed upon, Buyer shall be responsible for any and all costs, charges, and/or fees associated with transportation of the exchange animal from Seller to Buyer.

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10. **ARBITRATION/VENUE/CHOICE OF LAW.** The parties to this Agreement hereby agree that should any dispute arise out of this transaction, venue shall be Clovis, California. The parties further agree that should alleged damages be less than \$5,000, the matter shall be submitted to Clovis Small Claims Court for resolution; if the alleged damages exceed \$5,000, the parties agree to binding arbitration under the rules of the American Arbitration Association. The parties further agree that this Purchase Agreement shall be governed by and construed in accordance with the laws of the state of California.

11. **COUNTERPARTS.** This agreement may be signed by the parties in different counterparts, including facsimiles, and the signature pages combined will create a document binding on all parties.

12. **MODIFICATION.** This agreement may be modified only by a written agreement signed by all the parties. **THERE SHALL BE NO ORAL MODIFICATIONS TO THIS AGREEMENT.**

13. **WAIVER.** If one party waives any term or provision of this Agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.

14. **SEVERABILITY.** If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

The parties have read this Purchase Agreement in full and hereby accept and agree to all terms contained in this Agreement and further acknowledge receipt of a copy of this Agreement.

15. **CANCELLATION.** Breeder retains the right, at its sole discretion, to cancel this contract at any time and for any reason prior to the puppy reaching 8 weeks of age. If Breeder opts to cancel this contract, Breeder shall refund Buyer's deposit within one week of said cancellation.

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DATE: _____

BUYER SIGNATURE: _____

DATE: _____

SELLER SIGNATURE: _____