**Healing Hearts Therapy Goldens puppy sale contract/guarantee**

1. The parties to this agreement are Healing Hearts Therapy Goldens, hereinafter referred to as **Seller**, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **Buyer**.

2. The subject of this agreement is the below-described purebred golden retriever:

**Sex**:

**Date of Birth**:

**Sire**:

**AKC #**

**Dam**:

**AKC** #

**3. Purchase Price.** The purchase price for the above-described animal is $ 2500. Full payment is hereby acknowledged to have been made.

**4. General.** Seller warrants the above described dog is a purebred Golden Retriever registerable with the American Kennel Club (AKC) and that registration papers will be provided to the Buyer together with a true copy of its pedigree. These registration papers will indicate a **Limited Registration** meaning the dog is **not to be used for breeding** but the dog can be shown in AKC agility and performance events.

**5. Additional terms:**

**a. State of Health.** This dog has been examined by a licensed veterinarian on \_\_\_\_\_\_\_and was found to be in good health at that time. The dog has been properly wormed and inoculated prior to sale, and record of such accompanies dog.

**b. Ownership.** Seller warrants and agrees she is the lawful owner of the dog, the dog is free of all encumbrances, she has the right to sell the same, and she will warrant and defend the title to the dog from all lawful claims and demands.

**c. Registration.** Buyer has the right to register this dog with AKC and to choose its name.

**d. Proper Care.** Buyer agrees to provide good and proper care of this dog and that the dog will reside in the home of the Buyer. Such care includes providing adequate housing and shade, a safe (preferably fenced) exercise area, and proper and sufficient feeding. Buyer will provide proper veterinary care throughout the dog’s lifetime, including but not limited to titers and vaccinations when indicated to ensure preventative care. This animal will not be allowed to run loose in the Buyer’s community or elsewhere, regardless of the laws, nor shall it be kept chained or tied out, nor allowed to ride uncrated in the back of an open pick-up truck, nor shall it be mistreated or abused. Buyer also agrees to the following preventive care:

(1) proper not excessive nutrition. Buyer will feed this dog a “premium” adult dog food or a well-balanced natural diet (we strongly recommend **Purina, Eukanuba, Science Diet, or Royal Canin** to prevent DCM). If the Buyer is feeding kibble, Buyer will switch from a food formulated and sold for “puppies” to one formulated for “adults” no later than three months of age, or continue feeding puppy food for LARGE BREEDS. In addition, Buyer will take extreme caution not overfeed this dog nor allow it to become overweight.

(2) proper daily exercise to maintain the dog in good condition but no forced exercise, such as jogging or biking on leash, until the dog is at least 18 months of age; and,

(3) avoidance of stress injuries, such as not allowing the dog to jump from or over heights taller than itself at the shoulder until at least 18 months of age.

Under the terms of this contract, the Seller has the right to investigate the care of this dog if circumstances warrant. If the Seller feels the dog is not getting proper care and treatment, Seller has the right to have the dog examined by a licensed veterinarian. If the veterinarian finds the animal to be a victim of neglect, inappropriate treatment, abuse or neglect, Seller has the right to immediately take full possession of the dog and all warranties are then void.

**e. Contact with Seller.** Both parties agree to promptly notify the other of any change of address or phone number. Buyer agrees to maintain contact with Seller regarding this dog at least once each calendar year, and to reply as promptly as possible to inquiries about this animal from Seller. Buyer also agrees to inform Seller of any titles completed by this dog as determined by the American Kennel Club (AKC), Canadian Kennel Club (CKC), United Kennel Club (UKC), Golden Retriever Club of America (GRCA), North American Hunting Retriever Association (NAHRA), or other registry. Furthermore, Buyer agrees to inform Seller of any major change in the health of this dog throughout its life. Seller agrees to keep Buyer informed on the health and accomplishments of the dog’s sire, dam, and siblings. Buyer will, upon the natural or accidental death of this dog, promptly notify Seller of the particulars of the animal’s death.

**f. Sale Prohibitions.** Buyer is not acting as an agent in the purchase of this dog. Buyer agrees neither this dog, nor any progeny of this dog, shall be used for purposes of vivisection or research. Buyer also agrees neither this dog, nor any progeny of this dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house, pet store, or “puppy mill.” Buyer further agrees neither this dog, nor any progeny of this dog, will be sold to anyone residing outside North America without written approval of Seller.

1. **Return of Dog.** Buyer guarantees Seller the right of first refusal if the dog is to be sold or disposed of in any way. If Seller does not wish to acquire the dog, Seller will assist Buyer in placing the dog. Although Seller will take this dog back at any time during its lifetime, this does not imply the Seller will refund the animal’s full purchase price. If Seller does take this dog back for placement in another home, the Buyer must return the dog to Seller along with a duly executed American Kennel Club document transferring entirely Buyer’s ownership interest in the dog to Seller. Buyer may not place dog in a new home without informing Seller and Buyer will promptly notify Seller of new owner’s name, address, and telephone number.
2. **Guarantees**. **Your puppy comes with a (2) year Genetic HEALTH GUARANTEE that covers congenital health defects for a period of two (2) years from the date of purchase.**

You must notify seller immediately if your puppy becomes ill, does not eat well, or shows any other signs of distress for a period of thirty (30) days from the date of purchase.

If your puppy is found to have any life threatening or genetic defects, you must notify seller immediately and provide to seller a written veterinarian's statement that includes the complete diagnosis of the puppy's condition within 48 hours of diagnosis. We reserve the right to have the diagnosis verified by another veterinarian of our choice and/or require you to have specific tests run on the puppy to verify the diagnosis.

If the puppy is replaced, it will be replaced with one of equal value as soon as available and only after the puppy and all papers have been returned (in satisfactory condition) to seller in Osceola, IA unless seller determines a refund is more appropriate.  You are responsible for providing all transportation and transportation related costs of transporting puppy/puppies.  Puppy must not be euthanized without prior written approval from the seller or this guarantee is void.  You understand that your puppy will only be replaced if health problems are **life threatening and are attributed solely to a hereditary problem** and are not due to accident or injury or environmental conditions or any neglect of their care.

If my puppy dies and I am requesting a replacement puppy or refund, I understand that I must have a necropsy performed by a State Laboratory, at my expense to determine the cause of death.  My puppy will be replaced or refunded, only if the death was caused by a covered genetic problem or an illness which my puppy had at the time of purchase.

Failure to follow the medical advice and/or treatment instructions of veterinarian or seller will void this guarantee.

Seller is not responsible for any veterinarian bills unless previously agreed to in writing by seller.

Seller does not guarantee the size, color, hair length, texture, temperament and/or house training abilities of your puppy.

Seller does not sell its puppies for breeding purposes and no refunds will be given for conditions that affect a puppy's ability to breed.

**Not covered**--internal or external parasites, hernia, undescended testicles, injuries, allergies, heat exhaustion, or hypoglycemia.  Hypoglycemia is preventable with good care and feeding. Because a luxating patella or collapsedtrachea can be caused by injury, they are not covered if they are not discovered during your veterinarian's initial examination.  Kennel cough and other communicable diseases are not covered after 72 hours of leaving Seller’s premises.

**This HEALTH GUARANTEE is void if you fail to meet any of its terms and conditions.**

**By signing below, I state that I have read, understand, and agree to all of the terms and conditions of this HEALTH GUARANTEE.**

Buyer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **SELLER’S SIGNATURE** |  | **BUYER’S SIGNATURE** |
|  |  |  |
| **CO-SELLER’S SIGNATURE** |  | **CO-BUYER’S SIGNATURE** |
| 2215 160th Avenue |  |  |
| **SELLER’S STREET ADDRESS** |  | **BUYER’S STREET ADDRESS** |
| Osceola IA 50213 |  |  |
| **SELLER’S CITY, STATE, ZIP CODE** |  | **BUYER’S CITY, STATE, ZIP CODE** |
| 641-414-5478 |  |  |
| **SELLER’S PHONE NUMBER** |  | **BUYER’S PHONE NUMBER** |
| tishgan34@yahoo.com |  |  |
| **SELLER’S E-MAIL ADDRESS** |  | **BUYER’S E-MAIL ADDRESS** |
| **SIGNED IN DUPLICATE THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **,**  **.** | | |