

Brookside Labradors Puppy Buyer Agreement

The Breeder and Buyer agree as follows:

Deposit. A non-refundable deposit of \$500.00 ("**Deposit**") shall be due and paid to Breeder upon execution of this Agreement. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. Buyer acknowledges that the Deposit is non-refundable, however, if a puppy that meets Buyer's identified preferences is not available (i.e. preferred gender or color is unavailable), Buyer may elect to have the Deposit transferred to the next litter.

Remaining Balance. \$4,000 (Purchase Price) + Summit County Sales Tax (6.75%) = Total Price \$4,270

Remaining balance is **\$3,770** due in full at least 24 hours before pickup of your puppy. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Zelle, Venmo, or Cash.

Limited Registration. The breed of dog is a Labrador Retriever and will be registered with the American Kennel Club (AKC). The puppy will be sold with limited registration only. Limited registration means the puppy is not eligible for exhibiting in Conformation (dog shows), but may compete in other performance events, such as Agility, Obedience, and Rally, etc. Also, the dog is not eligible to be bred at any time and if offspring are produced, such offspring will not be eligible for registration under the American Kennel Club.

Unauthorized Breeding. The dog is being sold solely as a companion and breeding is prohibited. If at any time the puppy has produced any offspring, Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$10,000 per litter of offspring and all of Breeder's warranties set forth in this Agreement will become null and void.

No resale/rehoming. The purchaser agrees that if he/she is unable to keep this puppy/dog that the dog will be returned to the breeder. We do not want to see our puppies/dogs in shelters.

Spay/Neuter Provision. Puppies/dog shall not be spay/neuter prior to **24 months old**.

Buyer's Obligations. Buyer agrees to the following:

1. **Proper Care.** Buyer will provide proper care of the puppy/dog: adequate housing, protection from the elements, a safe (preferably fenced) exercise area, proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime.
 - a. **Care to Prevent Orthopedic Conditions.**
 - i. Proper nutrition and healthy weight
 - ii. Exercise to maintain good condition, but no forced exercise (such as jogging) or the activity is approved by a licensed veterinarian; and
 - iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
 - b. **Breach by Buyer.** Buyer's breach of any of the foregoing obligations shall result in null to Breeder's health warranties.
2. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.

Breeder's Obligations. Breeder represents and warrants the following:

3. **State of Health; Short-Term Health Warranty.** The puppy was examined by a licensed veterinarian and was found to be in good health. Upon full health check, the puppy was given first round of vaccines, microchipped, and has been dewormed at 2, 4, 6, and 8 weeks of age. Buyer, at its own expense, must have the puppy examined by a licensed veterinarian within 72 hours of receiving the puppy (the “**Examination Period**”) for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy to be unhealthy or unfit for sale, the puppy may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy “unfit for purchase”, which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer’s ill-treatment, abuse or neglect, (y) any health issues that result from the puppy transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
4. **Long-Term Health Warranty.** Through testing, your puppy will not be affected by the any DNA genetic concerns as the pairing of the mother and father was made to make sure that any testable genetic concerns were not passed on - (examples include EIC, HNPK, Centronuclear myopathy, etc.) Parents have also been OFA tested and certified to have good/excellent hips and normal elbows as are many of the puppy's relatives. While orthopedics can be impacted by environment, food, exercise level, obesity, early spay/neuter and more, we guarantee that your puppy will have a 24-month health guarantee against any debilitating congenital conditions – based on following breeders’ recommendations for exercise, spay, weight, and feeding. For purposes of this section, “debilitating congenital conditions” include severe hip dysplasia which x-rays must be taken by vet and submitted to OFA. Breeders reserve the right to a second opinion, copies of x-rays, and resubmission of x-rays. Please be aware that early spay/neuter can negatively impact the health of your puppy and should not take place until 24 months of age or older.
5. **Returns/Refunds.** If it is determined by a licensed veterinarian that the puppy was “unfit for purchase” due to genetic disorder that is identified within the warranty periods described above, the Buyer may return the puppy for a puppy of equal quality from current litter or a future litter.

We sincerely hope you will have many years of enjoyment with your puppy and will provide the love and care that has endeared us to this wonderful breed.

Thank you for opening your heart and home by choosing a Brookside Labrador Puppy!

Buyer: (print) _____

Buyer: (signature) _____

Date: _____

Breeder: (print) _____

Breeder: (signature) _____

Date: _____