

# Klasique Golden Retrievers

## Pet Purchase and Sale Agreement

DOC X

The following agreement is entered into between:

Seller/Breeder:

Sherry Chevalier

21414 137<sup>th</sup> Avenue NE

Arlington, WA 98223

Buyer/Owner

Name:

Address:

Address:

Phone:

Email:

Effective Date and Delivery. This agreement is effective \_\_\_\_\_. The Parties acknowledge that Seller delivered to Buyer a Golden Retriever (herein "GR") described below on the effective date of this agreement.

1. Golden Retriever. The pedigree of GR that is the subject of this Agreement is attached as Exhibit A and is generally described as follows:

Klasique's \_TBD \_\_\_\_\_ AKC#\_SR # \_\_\_\_\_

Microchip # \_\_\_\_\_

**Sire:**

**Dam:**

The GR has been examined by a licensed veterinarian and found to be in good health as of the effective date. The GR has received treatments through the effective date:

Wormings: SEE PUPPY DATA SHEET

Vaccinations: SEE PUPPY DATA SHEET

Rabies. These puppies are too young to vaccinate for Rabies at this time.

Other: Albon-10 day treatment @ 6 weeks of age &

2. Registration Limitations. If registered, the GR will be registered as: Klasique's (Buyer will have up to 26 letters to use to complete the registered name) (50 with an additional charge). Buyer agrees to select a name consistent with the following litter theme: \_\_\_\_\_. Buyer expressly agrees that this GR may only be registered with the American Kennel Club (and/or any other similar registration) under a Limited Registration, except as otherwise expressly provided herein. Notwithstanding the above, Seller does not represent that this GR is of "show quality".
3. Purchase Price and Terms. The Purchase price for the GR shall be \$\_\_\_\_\_ payable in United States dollars. A deposit of \$\_\_\_\_\_-0-\_\_\_\_\_ was /shall be received. The balance of \$\_\_\_\_\_ is

due and payable upon delivery. Seller represents and warrants that Seller is the lawful owner of the GR and that such GR is free and clear of encumbrances.

4. Buyers Continuing Obligations. Buyer agrees to have GR examined by a licensed veterinarian within five (5) business days from the effective date of this Agreement. If within 5 business days from the effective date of this Agreement: the veterinarian determines that the GR is unhealthy or ill; or, if for any other reason this GR is deemed unacceptable by Buyer, then Buyer may return the GR to Seller for a full refund; provided the GR is in the same health condition as on the effective date. In addition, GR may also be returned within five (5) business days from the effective date of this agreement due to: death, or serious illness, directly due to a health condition which existed prior to GR's removal from Sellers premises: which is documented by a notarized letter from your veterinarian. No refund or replacement will be provided until the required veterinarian confirmation is delivered to Seller and Seller reserves the right to provide a refund only. In addition, notwithstanding the above, in no event shall a refund or replacement be provided if Buyer fails to make a claim under this provision within thirty (30) days from the effective date.
  - A. Buyer shall, at all times, provide adequate and proper shade, housing and food to the GR.
  - B. Buyer shall not neglect or mistreat or allow others to neglect or mistreat GR at any time.
  - C. Buyer shall, throughout the life of the GR, assure that he or she receives adequate, timely and proper exercise, veterinary care, inoculations and appropriate preventative care to maintain good health.
  - D. Buyer shall have a safe and secure area in which to house the GR while away. This GR shall not be allowed to roam free outside a secured yard without adequate, responsible supervision.
  - E. That said Puppy WILL NOT be confined to a crate more than 8 hours at night.
  - F. That said GR will be allowed in Buyers home and will be treated as an addition to Buyers family and will not be primarily an outside/kennel/garage dog.
  - G. Buyer will promptly notify seller of and ADDRESS CHANGE, PHONE CHANGE OR EMAIL CHANGE made by the buyer.

**Mistreatment or Neglect shall be defined but not limited to the following:**

- GR not having adequate amount of PREMIUM food to eat.
  - GR not having adequate FRESH water.
  - GR not having adequate shelter from the weather, or unkept living quarters.
  - GR not kept current on vaccinations and wormings
  - GR kept on a chain or extended time in crate
  - GR allowed to run unattended
  - GR not receiving proper grooming to insure health of dog
  - GR being left in an automobile for any extended time when the temperature exceeds 60 degrees.
  - GR allowed to travel in an open pickup truck or vehicle.
  - Any situation in which the dog's health or safety is at unreasonable risk.
5. Buyer agrees to spay or neuter the GR within two(2) years from the effective date of this Agreement, unless Buyer receives written notice from Seller of the waiver of this provision and if applicable, Seller provides written consent to a full registration of the GR with the AKC. Buyer has read the "Study Evaluates the Effects Of Early Neutering and Spaying in Golden Retrievers

and acknowledges seller's requirement to keep dog intact for at least 18 months, unless otherwise agreed upon by both parties

**BUYERS ACKNOWLEDGEMENT** \_\_\_\_\_

Addendum to Spay/Neuter Agreement: If seller agrees at the time of Purchase to allow male or female to remain intact signature of Seller is required below. However, it is understood that unless it is deemed to be of show quality dog will be sold on a Limited Registration until such time that Seller deems it appropriate to change Limited to a Full Registration. If a Full Registration is deemed appropriate Buyer agrees to list Seller as a co-owner of said dog.

Seller Signature \_\_\_\_\_ Buyer Signature \_\_\_\_\_

Buyer expressly agrees that this GR shall not be used, sold or otherwise be made available for purposes of Vivisection (experimentation); breeding of any kind, including, without limitation, casual, wholesale, chain, retail, catalog, pet store, or "puppy" mill breeding. If it is agreed that the GR is of show quality and the limited registration is transferred to a full registration then it is still agreed that its potential offspring will not be sold or placed in wholesale, chain, retail, catalog, petstore, or puppy mill breeding situations.

**UNAUTHORIZED BREEDING**-If Buyer fails to comply with the immediate preceding paragraph, Buyer agrees that any such breach would result in substantial damages to Seller and that it would be extremely difficult to calculate such anticipated damages. Accordingly, Buyer agrees to pay Seller liquidated damages which are reasonable forecasted to equal the greater of: (10,000) US Dollars; or 1200.00 multiplied by either (8) (Seller's Average litter size) and multiples by (3) Seller's typical number of litters per GR. Any liquidated damages payable shall also bear interest at the maximum rate permitted by law from the date of breach. Buyer also agrees that the liquidated damages described in this section are reasonable and do not reflect a penalty to the Buyer. Buyer expressly agrees and acknowledges that Seller is a premier golden retriever breeder who has established a long-standing, national reputation for quality show, field and utility golden retrievers. Buyer agrees that ANY UNAUTHORIZED BREEDING OF GOLDEN RETRIEVER would directly damage Sellers established reputations. For the above reasons, Buyer acknowledges the reasonableness of the liquidated damage and voluntarily agrees to the same. In addition, Buyer agrees to reimburse Seller for all attorney fees and costs incurred to resolve such matters, regardless of whether litigation is or is not commenced.

- 6. Seller's First Right Of Refusal To Purchase and Liquidated Damage. At any time after effective date of this agreement, if Buyer wishes to sell or otherwise dispose of GR, Buyer agrees to provide Seller with at least 30 days advance written notice of such intensions. It is understood that Seller will take back said dog and no reimbursement will be made to buyer.**

Alternatively, Seller (at seller's discretion) will be given the opportunity during the 30 day period to assist Buyer in placing GR in a suitable home. ANY TRANSFER OF OWNERSHIP MUST BE APPROVED BY SELLER

Buyer Initial \_\_\_\_\_

7. Sellers Representations. The parties agree that Seller has taken reasonable care to prevent this GR from inheriting faults, such as hip dysplasia, heart disease, or cataracts: however, the parties agree that there is no guaranteed method to eliminate hereditary or other faults. Subject to the limitations described below, Seller agrees that if GR develops within (1) year from the effective date; hip dysplasia, which significantly interferes with it's ability to function and live a normal life without the assistance of surgery as determined by a licensed veterinarian, or which required euthanasia; develops cataracts which cause blindness; or, develops heart disease which causes premature death within such time provided, then Seller will provide a similar quality replacement GR (As determined at Sellers discretion) without charge, to Buyer. Notwithstanding the above, no replacement GR will be provided if: Buyer has directly or indirectly contributed to the condition through environment, dietary, or neglect conduct or inaction; Buyer has breached this agreement or Seller is no longer in the business of breeding Golden Retrievers.

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED ABOVE, SELLER PROVIDES NO WARRANTIES, EXPRESSED OR IMPLIED, CONSIDERING THE GR SOLD HEREIN, WHICH GR IS SOLD "AS IS", WITHOUT WARRANTY, GUARANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Venue, Jurisdiction, Applicable Law and Attorney's Fees and Costs. In the event of a conflict, Parties expressly agree and consent to venue and jurisdiction in Snohomish County, State of Washington and agree that the laws of the State of Washington shall govern this Agreement. In the event of a dispute, the Parties further agree to the payment of attorney's fees and costs to the substantially prevailing party in such dispute.
9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. The Parties agree that it may not be modified, except in writing, signed by all the undersigned parties.
10. That Sellers have been presented with an emailed copy of this contract for review a minimum of 3 days prior to the pickup date of their puppy and that it has not been signed under duress. If Seller does not agree to the terms of this contract the full deposit received on GR will be returned and no GR Puppy will be sold to Buyer. Any alteration of this agreement must be attached and signed by both parties in an addendum.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Buyers:

\_\_\_\_\_

Seller:

\_\_\_\_\_

Sherry Chevalier