

Sales Contract

Deborah Seline  
dba Pemberley Retrievers  
N4161 State Hwy 22  
Shawano, WI 54166

herein after referred to as "SELLER", and

\_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city, state, zip)

herein after referred to as "BUYER"

have entered into the following sale and agreement:

In consideration of \$ \_\_\_\_\_ paid to SELLER by BUYER, the SELLER, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, hereby transfers to the BUYER a \_\_\_\_\_ (sex) Golden Retriever, whelped on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, being \_\_\_\_\_ in color, in litter # \_\_\_\_\_ sired by \_\_\_\_\_, out of \_\_\_\_\_, bred by Deborah Seline.

BUYER warrants and guarantees as part of the consideration for this sale:

1. That this dog shall be given adequate and proper housing and shade and shall be properly and sufficiently fed and watered at all times, shall not be neglected in any manner, and in no manner be mistreated. The dog will be fed on large/giant breed puppy food until 18 months. Giving a reasonable number of treats during a day, including training, 1.5 cups AM and PM should suffice. Adequate and proper veterinary care will be provided by the BUYER for this dog.
2. That this dog shall be maintained and kept under the personal control of the BUYER and shall not be allowed to run at large in the community wherein the BUYER resides or in any other place.
3. This dog will be sold on Limited Registration and shall not be used for breeding purposes or given Full Registration at no additional fees to the SELLER until:
  - a. it has been certified excellent, fair, or good and to be clear of "hip dysplasia" by the OFA OR has a PennHIP evaluation of 50% or greater of the breed median with "No DJD evident"
  - b. it has an eye clearance by a Board Certified Ophthalmologist
  - c. it has a heart clearance "free of congenital defects" by a Board Certified Cardiologist
  - d. it achieves one or more of the following or higher AKC Titles: CH, UD, AX/AXJ, TDX, SH, or \*\*. Equivalent titles from UKC/HRC and CKC are considered equally acceptable.

The BUYER assumes financial responsibility for the aforementioned tests and training necessary to achieve the mentioned titles or certifications, and shall notify SELLER of the results, at which time the Limited Registration shall be amended with the AKC with the BUYER paying any and all associated AKC fees.

4. The dog will retain the Pemberley kennel prefix as part of the registered name, no matter the registering organization (i.e. AKC, UKC, CKC, The KC).
5. The BUYER shall notify the SELLER promptly of any change of address made by the BUYER.
6. If at any time the BUYER is unable to keep this dog it must be returned to the SELLER. The SELLER will refund the buyer a pro-rated refund up to 12 months after the whelp date. After one year, and for the life of the dog, the SELLER will refund the buyer 10% of the purchase price (or \$100, whichever is higher) if the dog is returned.
7. If this dog is sold by the BUYER to a third party, the SELLER must first be notified. The BUYER shall furnish the third party a copy of this contract, shall notify the third party of all of the terms and provisions, and shall notify the SELLER of such sale, providing all information on the third party. This dog shall NOT be surrendered to any animal shelters or rescue organizations.
8. In the event that the BUYER fails to perform any provisions of this agreement then, and in such event the SELLER may, at her option, revoke this agreement of sale and retake possession of this dog with the BUYER forfeiting all further rights to this dog, and any such cash consideration paid to the SELLER shall be kept by the SELLER as liquidated damages for the breach of this contract and of the warranty and guarantee.

**SELLER Warrants and Guarantees:**

1. That she is the lawful owner of this dog and that this dog is free of all encumbrances, that she has the good right to sell the same, and that she will warrant and defend the title to this dog from all lawful claims and demands, and
2. That this dog is in sound body and good health at the time of this sale, to the best of the SELLER's knowledge.
3. The SELLER shall honor all claims made in the attached Health Guarantee according to the conditions of said guarantee.

This contract is not binding until it is signed by BUYER and countersigned by SELLER.

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BUYER'S SIGNATURE and DATE

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SELLER'S SIGNATURE and DATE

## **Pemberley Retrievers Health Guarantee**

### **General Statement**

All puppies have received their appropriate vaccinations and parasite treatments. In addition, we expect you to have a veterinarian examine the puppy within 72 hours of the receipt of the puppy and will not honor any claims made after that time except as noted below. This warranty covers congenital hip, eye, and heart defects, as deemed by a veterinary specialist practicing in the respective specialty. All parents of Pemberley Retrievers litters are required to have received hip, eye, and heart certifications against genetic defects.

Having the above 3 clearances for both of the parents **does not** mean that the offspring they produce will be free from genetic defects affecting their hips, eyes, or heart. Regardless of the genetic health of the parents, there is no possible way to guarantee that a puppy will be free of any, or all, genetic defects. This warranty is therefore offered as recourse if a problem develops.

All puppies are sold in good faith. No dog is sold for any specific use or guarantee of performance, such as stud dog, brood bitch, field trial contender, show contender, and so on.

The BUYER is the sole responsible party for the care and maintenance of the puppy upon leaving our premises. Pemberley Retrievers will not assume financial responsibility or liability for veterinary exams, vaccinations, diagnosis, or treatments. This warranty covers genetic defects of hips, eyes, and heart that prevent the dog from functioning normally as determined by a licensed veterinarian.

Pemberley Retrievers warrants the animal to be free of congenital defects of hip, eyes, and heart through 26 months of age. The BUYER agrees to provide the animal with suitable food, water, shelter, exercise, and veterinary care as outlined below. Documentation of compliance of the requirements specified in Parts 1 through 4 will be required to execute enforcement of the warranty.

Failure to provide the animal with the proper care listed in Parts 1 through 4 herein will void this agreement.

### **Part 1 Suitable Food & Feeding Practices**

- A. The BUYER agrees to provide and feed the pup with a quality food source, containing substantial amounts of highly digestible, high quality protein. Suggested products include Precise (I use this), Wysong, Natural Balance, Innova—avoid No Grain foods until after 2 years. Grain-based foods (foods with grain as the 1<sup>st</sup> ingredient) do not meet this requirement. Foods may and should contain some grains, but they should not be the primary ingredients.
- B. Feed the pup a Large/Giant Breed Puppy Food until the dog is 18 months old or as directed by a veterinarian. Feeding a regular puppy or adult food while the puppy is still growing can cause skeletal abnormalities.
- C. Feed the pup in accordance with a veterinarian's instructions; I usually feed 1.5 cups AM and PM. Do not over-feed. Overfeeding causes unnecessary stress on joints and skeletal structure. The dogs are bred to end up in the 55 to 70 pound range—at 2 years of age, not at 6 months. You should be able to see or easily feel the last rib.

D. Provide the pup with a constant supply of fresh, clean water.

## **Part 2 Shelter**

- A. The BUYER agrees to provide suitable shelter to protect the dog from undue heat, cold, wind, precipitation, or insects. Keeping the dog in the home is preferred. Keeping the dog in an enclosed run complete with insulated doghouse is acceptable, preferably inside a fenced yard. This protects the dog from roaming dogs and other animals. Keeping the dog outdoors attached to a chain is not acceptable and will void this agreement.
- B. Adequate protection from wind driven elements including but not limited to sand, rain, ice, sleet, and snow must be provided.
- C. Protection from wasps, hornets, mosquitoes, biting flies, fleas, ticks, and other insects must be provided. This usually means bringing the dog indoors or providing a screened run during the times of the year when insects are prevalent.

## **Part 3 Exercise**

The animal must be given substantial amounts of low impact physical exercise on surfaces that provide good footing.

- A. Excessive running on hard or slippery surfaces IS NOT acceptable.
- B. Excessive jumping on hard or slippery surfaces IS NOT acceptable. Don't allow the puppy to jump from tailgates or other similar height structures. Elbow dysplasia and hip injuries can develop from these activities.

Swimming is the best physical exercise for puppies and young dogs. Swimming promotes good strong muscular development with reduced risk of physical injury to joints and skeletal structure during the formative periods of development.

## **Part 4 Veterinary Care**

Proper veterinary care is critical for young puppies. Proper vaccinations and examinations and owner education are all necessary for proper development of the puppy.

- A. Your pup has not received vaccinations prior to 9 weeks of age. Therefore, it is necessary for you to take the pup to your licensed veterinarian within 72 hours of receipt of the puppy.
- B. The following vaccination protocol is used with the idea that your dog will have as few poisons in his or her system as possible at any one time, especially when the pup's immune system is still fragile and developing. There are indications that food allergies, sensitive skin issues, and even cancers and joint problems have a connection with over- or early vaccination protocols. This protocol is designed to mitigate those issues, if possible and is based on recommendations of Dr. R. D. Schultz of UW Madison.
- C. RECOMMENDED VACCINATION PROTOCOL
  - 8-9 weeks: parvo and distemper **only** (*your vet may have to special order this*)
  - 12-13 weeks: parvo and distemper **only**
  - 16-17 weeks: DHPP (parvo, distemper, adenovirus 2, parainfluenza)
  - 20 weeks: rabies
  - 22-25 weeks: parvo **only**
  - 1 year 20 weeks: rabies & DHPP (1 yr post 1st rabies; preferably separated by 2+ weeks)

- \*\* Thereafter rabies and DHPP once every 3 years.
- \*\* In states other than Wisconsin, give rabies according to state law.
- \*\* Do NOT give corona virus, leptospirosis, or Lyme Disease vaccine.
- \*\* Use bordetella vaccine only as required by obedience schools or boarding kennels, or immediately following a known exposure to kennel cough.

Since this is not how many vet clinics routinely administer vaccinations, you might want to make certain that the veterinarian technician uses the correct vaccine combinations (ask to see the bottle BEFORE the syringes are prepared in the room in front of you, not brought in pre-drawn from an unknown source). If you advise the clinic staff that this is how you want to have your dog's shots administered, they more than likely will comply since they want your business. If they do not want to comply, then you might consider going to a clinic that is more responsive to the owners' wishes for the care of the dog.

- D. After the initial series of vaccinations, regular examinations are required once a month for the first 6 months (to accompany the necessary shots) and, generally, at six month intervals thereafter. This allows the veterinarian to monitor the physical and emotional development and offer suggestions to help you obtain optimum results with the dog.

Any animal with known defects or symptoms may **not** be used for breeding purposes. Therefore, the litter is to be AKC registered under a limited registration until the dog receives clearances and awards as detailed in the contract. The BUYER bears all costs to change this dog's AKC registration status.

### **Hip Dysplasia**

Failure to certify clear of hip dysplasia by the OFA by the time the dog is 26 months of age AND have a PennHIP Distraction Index of 50% or greater for the current breed median with DJD present after 18 months of age and before 26 months of age. If said dog has moderate or severe dysplasia according to OFA, PennHIP evaluation is not necessary. Should a dog be diagnosed dysplastic, you have remedies listed below.

### **Hereditary Eye Defects**

The dog must be examined by a veterinary ophthalmologist before 26 months of age. Should a dog be diagnosed with a hereditary defect, you have remedies listed below.

### **Sub-Aortic Stenosis**

The dog must be examined by a Diplomate of the American College of Veterinary Cardiology. Should a dog receive a preliminary diagnosis of a hereditary heart defect, the veterinarian should repeat the examination using color Doppler ultra-sound. If the preliminary diagnosis is confirmed, you have remedies listed below.

### **Other Genetic Problems**

All dogs must be examined by a licensed veterinarian before 12 months of age. Should a veterinarian, Pomerleau Retrievers, and Pomerleau Retrievers' veterinarian discover and concur on the existence of a genetic-specific defect, you have remedies listed below. No OFA or CERF documentation will be required in this case.

### **Refund Policy**

This guarantee applies to the original purchaser only and may not be assigned. You must request a refund within 26 months of receipt of the puppy or forfeit all refund rights.

If the aforementioned conditions are met and the dog fails to receive a passing grade for one or more of the following due to genetic defect:

1. OFA certification for the hips
2. OFA certification for the heart
3. CERF certification for the eyes
4. Other life-threatening genetic defects discovered before 12 months of age

The BUYER assumes all medical and incidental costs for diagnosis, treatment, transportation, and if necessary euthanizing. Pemberley Retrievers will offer the choice of one of the following options:

1. Return the dog along with supporting documentation from OFA and CERF and the AKC Registration with ownership signed over to us.

**We will refund the purchase price of the animal.**

2. Return the dog along with supporting documentation from OFA and CERF and the AKC Registration with ownership signed over to us.

**We will replace\* the animal with another puppy from a future litter.**

3. Keep the dog and spay/neuter the animal. Submit to us the supporting documentation from OFA and CERF. Provide supporting documentation of the spay/neuter procedure as well as a letter signed by the attending veterinarian, testifying that the procedure was performed.

**We will refund half the purchase price of the animal.**

4. Keep the dog and spay/neuter the animal. Submit to us the supporting documentation from OFA and CERF. Provide supporting documentation of the spay/neuter procedure as well as a letter signed by the attending veterinarian, testifying that the procedure was performed.

**We will replace\* the animal with another puppy from an upcoming litter.**

*\*Pemberley Retrievers produces litters occasionally, a wait of a year or more between litters is not uncommon.*

The BUYER is not required to have any or all of these tests performed if the BUYER does not wish to incur the expenses. However, if there is a question as to the animal's health, these are the tests needed to request remedy from the SELLER according to the contract and guarantee.

Other than as specified above, Pemberley Retrievers offers no guarantee or warranty, expressed or implied, that will be binding upon the SELLER.

I have read, fully understand, and acknowledge the conditions of this agreement, and the conditions listed in Parts 1 through 4 above as well as the warranty options available to me.

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BUYER'S SIGNATURE and DATE

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SELLER'S SIGNATURE and DATE