## Golden Beauty Kennels, LLC

*Westfield, Indiana*

# *Puppy Sales Contract*

This contract is between Golden Beauty Kennels, LLC, a limited liability company registered in the State of Indiana (the "Breeder"), hereinafter referred to as SELLER, and _____, hereinafter referred to as BUYER.

Buyer Address:

_____

Phone:

_____

E-Mail:

_____

Pursuant to the terms and conditions recited herein, Seller agrees to:

**1. Sell to Buyer a puppy/dog identified as:**

A. Date of birth: _____

B. Litter #: _____

C. Sire: _____

D. Dam: _____

E. Microchip/Tattoo: _____

1) The Buyer agrees to pay the sum of $_____, and to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming, and responsible care. This includes keeping this puppy/dog parasite free and up to date with inoculations, proper nutrition (consisting of good quality food given at regular intervals), and fresh water available at all times. The Buyer agrees to provide a safe environment and to follow all applicable local, state, and federal laws which apply to the ownership, care, and custody of the animal which is the subject of this contract.

2) The Seller guarantees this puppy/dog to be of sound health and temperament at the time of this sale and to provide a health record of all shots and dewormings up to the time of sale.

3) The Buyer agrees to take this puppy/dog to a licensed veterinarian of their choice within five (5) business days for a complete physical examination. Should the puppy/dog be determined to be in ill health, the cause of which is clearly attributable to the Seller, the dog may, upon signed written diagnosis from said veterinarian, be returned for refund of the purchase price at no cost to the Buyer. If the puppy/dog is not taken to a licensed veterinarian within five business days of taking possession, the Seller's obligations contained herein are void. The Seller will assume no responsibility if this puppy/dog is given Ivermectin, Imodium, or any other of the Golden Retriever sensitive drugs. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders, any illness due to the ingestion of foreign objects, food, or chemical, physical injury, undescended testicles, underbite or overbite, allergies, luxating patella, or collapsed trachea if not found on Buyer's veterinarian initial exam.

3a) Two-Year Genetic Health Guarantee. In addition to the initial health guarantee described above, Seller guarantees the puppy/dog against serious genetic and hereditary conditions for a period of twenty-four (24) months from the puppy's date of birth. This guarantee covers the following conditions: (i) Hip Dysplasia, moderate or severe, as diagnosed by OFA or PennHIP evaluation; (ii) Elbow Dysplasia, moderate or severe, as diagnosed by OFA evaluation; (iii) Hereditary Eye Conditions, as diagnosed by a board-certified veterinary ophthalmologist; (iv) Congenital Heart Defects, as diagnosed by a board-certified veterinary cardiologist. All diagnoses must be confirmed in writing by the examining veterinarian or specialist and provided to Seller for review. Seller reserves the right to request a second opinion from a veterinarian of Seller's choosing before approving a claim. If a covered condition is confirmed within the guarantee period, Buyer may choose either: (a) a replacement puppy of equal value from a future litter, as one becomes available (Buyer is not required to return the affected dog), or (b) a refund of the original purchase price (affected dog must be returned to Seller, or Buyer and Seller may agree to an alternative arrangement). In no event shall Seller's liability exceed the original purchase price of the puppy. This guarantee does not cover veterinary expenses, surgical costs, medications, or other costs incurred by Buyer. To maintain this guarantee, Buyer must comply with the conditions set forth in this contract, including but not limited to proper nutrition, maintaining the dog at a healthy weight, appropriate exercise for the dog's age and development, and keeping the dog current on vaccinations and preventative care. This guarantee is non-transferable and applies only to the original Buyer.

4) The Buyer agrees to finish all puppy vaccines before taking their puppy/dog out in public, letting their puppy on public sidewalks and grasses, or letting their puppy be touched by people outside of the family. This reduces the chance of your puppy picking up a communicable disease such as Parvo, WHICH CAN BE FATAL.

**5) Spay/Neuter and Breeding Restriction.**

The Buyer agrees not to use this animal for breeding and agrees this Golden Retriever will be spayed/neutered. "Breeding" means: (A) any act by Buyer that could result in offspring of the

animal which is the subject of this contract, or (B) Buyer failing to spay or neuter the puppy/dog at the earliest medically safe time as defined herein.

Golden Retriever females should not be spayed until after their first heat cycle but before their second heat cycle. Males should not be neutered until between twelve (12) and twenty-four (24) months of age. Medical exceptions may be made given veterinarian written explanation and written agreement with Seller. As with any elective surgery, always consult your veterinarian.

This dog will be on limited AKC registration. A limited registration certifies that this animal is purebred but must not be bred. Dogs registered under a limited registration may not be shown in conformation but may be shown in obedience, performance, and other AKC competitive events. Any offspring resulting from a breeding of this animal will not qualify for any type of AKC registration.

Buyer shall schedule the spay/neuter procedure within thirty (30) days of veterinary clearance to do so pursuant to the timing stated above, and shall provide Seller with the scheduled appointment date in writing within five (5) business days of scheduling. Buyer must send proof of completed spay/neuter procedure to Seller via email within ten (10) days after said procedure. Failure to provide such proof shall create a rebuttable presumption that the procedure has not occurred, and Seller may demand veterinary verification at Buyer's expense.

**5(a) Husbandry and Containment During Intact Period.**

Until the spay/neuter procedure is completed and proof has been provided to Seller, Buyer agrees to:

(i) Maintain the dog within a securely fenced enclosure or on-leash at all times when outdoors. The dog shall not be permitted at off-leash dog parks, off-leash hiking trails, or any unfenced public area during any heat cycle (for females) or at any time (for intact males).

(ii) For females: notify Seller in writing within seventy-two (72) hours of the onset of the dog's first heat cycle, and keep the dog physically separated from all intact male dogs (whether owned by Buyer, household members, friends, neighbors, or any boarding or daycare facility) for the duration of each heat cycle.

(iii) For multi-dog households containing an intact opposite-sex dog, maintain physical separation by means of secured doors, crates, or separate areas, and disclose such living arrangement to Seller at the time of pickup.

(iv) Not board the dog at any facility that does not maintain documented separation of intact dogs by sex, or use any daycare facility during a heat cycle.

(v) Schedule and complete the spay/neuter procedure consistent with the timing requirements set forth above.

Failure to comply with any of the foregoing shall constitute a material breach of this Agreement. In the event a breeding occurs during a period of non-compliance with this Section 5(a), the

breeding shall not be deemed “accidental” for purposes of this Agreement, and the full remedies of Section 5(b) (including liquidated damages) shall apply.

**5(b) Remedies for Breach of Breeding Restriction.**

Buyer agrees that any breach of Section 5 or Section 5(a) shall entitle Seller to all of the following remedies, which Buyer acknowledges are cumulative and not exclusive:

(a) Specific performance and injunctive relief, including without limitation a court order requiring Buyer to surrender the puppy/dog and any offspring to Seller. Buyer specifically acknowledges and stipulates that monetary damages alone are inadequate to remedy a breach of the spay/neuter, breeding, or right-of-first-refusal provisions, that such breach causes irreparable harm to Seller’s breeding program and reputation, and that injunctive relief is therefore appropriate and necessary.

(b) Disgorgement of all proceeds and offspring. Buyer shall forfeit to Seller (i) any and all offspring resulting from any breeding in violation of this Agreement, and (ii) any and all income, stud fees, sale proceeds, or other consideration received by Buyer in connection with such breeding or such offspring. Seller may, at Seller’s sole discretion, take possession of and re-home any such offspring.

(c) Liquidated damages equal to three (3) times the original purchase price of the puppy/dog. The parties acknowledge and agree that actual damages from breach of the breeding restrictions — including harm to Seller’s breeding program, dilution of Seller’s bloodlines, reputational harm, and the cost of monitoring and enforcement — are difficult to ascertain at the time of contracting, and that the foregoing amount is a reasonable estimate of such damages and not a penalty.

(d) Reporting. Seller may report any breach of Section 5 or Section 5(a) to the American Kennel Club, the Golden Retriever Club of America, and any other relevant breed registry, club, or organization.

(e) Attorneys’ fees and costs. Buyer shall pay all attorneys’ fees, court costs, investigation costs, and recovery costs incurred by Seller in enforcing Section 5 or Section 5(a).

**5(c) Accidental Breeding (Compliant Buyer).**

If a breeding occurs while Buyer is in full compliance with Section 5(a), Buyer must immediately notify Seller. In such case, no liquidated damages under Section 5(b)(c) will be charged to Buyer; however, Seller retains all rights under Sections 5(b)(a), 5(b)(b), 5(b)(d), and 5(b)(e), including without limitation the right to take possession of, market, and sell the resulting offspring and retain all profit associated with such.

All legal proceedings arising under this Agreement shall take place under the jurisdiction of Hamilton County, Indiana.

6) If the Buyer can no longer retain possession of this puppy/dog, the Seller reserves the right to be notified and given first option of resuming full ownership of the puppy/dog. Refunds, if any, will be at the discretion of the Seller. The dog will be returned with all AKC papers and medical records. Should any circumstance arise that affects the quality of life of this dog, the Seller is to be informed. Under no circumstance will this puppy/dog be sold, leased, traded, or given away to any pet shop, research laboratory, animal shelter, or similar facility.

7) The Buyer agrees to contact the Seller with any questions or concerns that arise regarding housing, diet, health, or training.

8) AKC papers will be furnished at the time of purchase. It is understood at the time of sale that this is a pet quality dog and is representative of its breed. Training classes are recommended for a happy relationship between the dog and family.

9) If the Buyer chooses to register the dog, the Buyer agrees to register the dog including the kennel name of Golden Beauty Kennels.

10) The parties herein agree that the above contract represents the entire agreement between the parties and that no other agreements exist between the parties, whether verbal or written.

11) The Buyer represents that they have read and understood the entire agreement herein, that they have had the opportunity to review the same with any other person of their choosing before entering into said agreement, that the agreement is fair and equitable, and that the consideration exchanged between the parties is reasonable.

12) The Buyer warrants that they have provided accurate contact information and social media account information to the Seller, and that Buyer will provide updates to said information in a timely manner to Seller so that both parties may continue to enforce the provisions of this agreement.

13) The Buyer agrees that their obligations contained herein have no expiration unless otherwise specifically stated herein.

**Agreed to this date: _____**

**Seller: _____**

Member, Golden Beauty Kennels, LLC

**Buyer: _____**

**Buyer's Initials acknowledging Section 5, 5(a), and 5(b): _____**