

Health Guarantee/Sales Contract



SELLER : Castle House Kennels LLC.

Colter L. Thompson

3691 Vaughn Bridge Rd.

Hartselle, AL. 35640 256-221-8827

BUYER: _____

DATE : _____

This contract is for the sale of one (1) Golden Retriever puppy.

DOB: _____

Sex: _____

Price: _____

Litter # _____

Sire Name: _____

Dam Name: _____

DEPOSITS:

A. Should Buyer change their mind on the purchase between the time a deposit is made, and pick up time frame the deposit shall be forfeit. All Deposit refunds are at the Seller's discretion

B. If full payment is not made or suitable arrangements made between buyer and seller prior to 10 weeks of birth, the deposit is forfeited, and alternate arrangements will be made for the placement of the puppy.

DELIVERY:

At a mutually convenient time within 9 weeks of birth, but in any event no sooner than 7 weeks after the puppy's birth date, Seller shall make available to Buyer the Puppy, along with the following:

1. A copy of health record including the inoculations the puppy has received.
2. A copy of this Contract.
3. AKC and/or UKC Litter/Puppy Registration paperwork as applicable. Individual Registration is the responsibility of the Buyer.
4. Copies of Health Test Reports for Sire & Dam

REGISTRATION:

This puppy will be sold on Limited Registration and should not be used for breeding purposes. Limited registration may be amended upon mutual agreement between Buyer and Seller, **or** when the following requirements are met:

1. The puppy must both be registered with either the AKC and/or UKC and be a minimum of 24 months of age. If proposed mate is foreign born and owned, it must be registered with the foreign kennel club, be eligible for UKC/AKC registration and be a minimum of 24 months of age.
2. The puppy, and its proposed mate, must have (a) certification after 24 months of age from the OFA showing hips to be fair, good, or excellent conformation; (b) certification after 24 months of age from the OFA showing no elbow dysplasia (grade 1 under consideration); (c) certification within 12 months from a Board Certified Ophthalmologist of the ACVO that the eyes show no genetic defect and the certification must be registered with OFA; and (d) certification after 12 months of age from a Board Certified veterinarian or Cardiologist that the heart shows no genetic defect and the certification must be registered with OFA; (e) are clear of any genetic issues through parentage or testing showing clear of diseases that are inherent to the breed.

3. All puppies from any litter out of the Castle House puppy must be sold on written agreements with appropriate guarantees and obligations; including spay/neuter and limited (non-breeding) registration until after the age of 2 years old pending OFA certifications and genetic testing. Seller shall sell the puppies only to responsible homes after interviewing each potential purchaser and shall not sell any puppies to any pet store, re-sale, or research facility.

4. If the puppy achieves any AKC, UKC or other Club title Buyer will notify Seller of any titles or awards earned.

Buyer agrees that it will only breed the puppy pursuant to these requirements: Any breeding of the puppy should be undertaken primarily to improve the Golden Retriever breed. Thus, the appearance, structure, soundness, temperament, natural ability, and prospective mate must be considered when deciding on a breeding. Buyer agrees to meet or exceed the AKC/UKC Breed Standard for Golden Retrievers prior to breeding.

SELLER'S REPRESENTATIONS AND WARRANTIES:

1. The puppy is whelped from a litter bred by the sire and dam described herein, and to the best knowledge of Seller, the pedigree provided to Buyer is true and correct.

2. To the best of the Seller's knowledge, at time of delivery of the Puppy to Buyer, the Puppy is in good health and appears to have no genetic defects or deformities, OR they are noted and explained. A veterinary finding of intestinal parasites shall not be grounds for declaring the animal unfit for sale unless the animal is clinically ill due to such a condition.

3. To the best of the Seller's knowledge, at the time of the delivery of the puppy to Buyer, the puppy is in good health and appears to have no health or genetic issues unless otherwise noted:

4. Seller will try to accommodate buyer color preference but does not guarantee specific color to the Buyer.

BUYER REPRESENTATIONS AND WARRANTIES

Seller offers certain guaranties for the puppy. However, in order for any of the guaranties to be effective, Buyer agrees to meet certain criteria set forth below. If Buyer fails to meet the criteria set forth herein, ALL guaranties and warranties of Seller shall be deemed null and void.

1. Buyer will have the puppy examined by a veterinarian within 14 days of delivery/pick up to confirm the health of the puppy.

2. Buyer will name the puppy on the AKC, UKC, and/or CKC registration form with a name beginning or ending with the words "Castle House's or Of Castle House".

3. Buyer will promptly within 30 days, notify Seller of any change in Buyer's address or phone number.

4. Buyer should maintain the puppy at a healthy, lean weight. The puppy should be fed a premium dog food with the necessary ingredients for large breed dogs and maintain receipts for proof. Buyer should not over exercise the puppy or cause the puppy to jump full height agility or obedience obstacles, until the puppy has reached full skeletal maturity and the growth plates have closed (between 12 and 18 months). This includes jumping in and out of trucks. Buyer should provide the puppy with a healthy diet, access at all times to fresh water, regular non-stressful exercise, good oral hygiene, and continual veterinarian care and monitoring, along with a minimal vaccination protocol.

SELLER'S GUARANTIES and BUYER RESPONSIBILITIES:

A. Seller guarantees that as of the date of the delivery of the Puppy, that the Puppy has no disease or apparent genetic defect or disability or is so noted.

B. Seller hereby guarantees that until 25 months of age that the Puppy will be free from the following genetically inheritable hip dysplasia as described by the OFA. Slipping patella, or elbow dysplasia so severe that they prohibit the Puppy from living a normal, active life as a pet and companion.

C. Seller hereby guarantees that until 12 months of age that the Puppy will be free from genetically inheritable cataracts, PRA or other eye disorders so severe that they prohibit the Puppy from living a normal, active life as a pet and companion. Genetically inheritable sub valvular aortic stenosis (SAS) so severe that it prohibits the Puppy from living a normal life span, or a normal, active life as a pet and companion and genetically inheritable epilepsy.

D. Should any of the items listed in "B" become applicable to the Puppy within the 24 months period from birth, the Buyer shall submit to Seller the appropriate information detailing the same from OFA or a radiologist (hips, elbows, and knees), and/or Should any of the items listed in "C" become applicable to the puppy within the 12-month period from birth, the Buyer shall submit to seller a board-certified ophthalmologist report for (eyes), cardiologist (heart) or veterinarian (epilepsy) in writing. Seller shall have the absolute right to have the Puppy examined by Seller's specialist or veterinarian at Seller's expense to confirm the diagnosis. Should both confirm the diagnosis, and Buyer wishes to keep the dog, Buyer shall: 1. Have the right to purchase at ½ price one puppy from another litter bred by Seller OR If corrective surgery is an option, Seller will pay ½ of the cost, up to ¾ of full purchase price of the Puppy. 2. Should Buyers Puppy die as a result of a genetically inherited defect or disease before the age of 12 months, Seller will refund to Buyer the full purchase price or Buyer will have the right to a replacement Puppy from another litter bred by Seller.

E. In light of the most recent findings and recommendations regarding spaying/neutering Golden Retrievers, this health guarantee is VOID if the Buyer chooses to spay or neuter the Puppy before the age of 25 months old.

F. Due to recent findings and recommendations regarding the removal of dew claws, this health guarantee is VOID if the Buyer chooses to remove dew claws before the age of 25 months old unless noted.

G. Buyer must feed premium puppy food for large breed until the age of 12 months and premium dog food for large breed dogs until the age of 24 months and have receipts for proof of purchase or this health guarantee is VOID.

H. Buyer agrees that puppy shall be given adequate shade and housing and shall be properly and sufficiently fed. The puppy shall not be neglected or mistreated in any way. Extended periods of isolation is never permitted.

J. Buyer will immediately notify the Seller regarding any possible injury, disease, defect or significant ailment that affects the puppy. Failure to properly treat injuries or diseases promptly will nullify any guaranties

I. Buyer agrees to ensuring that no treadmilling, jogging, standing on back legs or excessive ball chasing or retrieving should be done with this puppy/dog prior to 25 months. No hard exercise, excessive running on hard ground, rough playing, of extensive running with adults, children or other animals should be allowed. Restrict the puppy's exercise to sensible activities and discourage jumping activities. Owner understands that extended and exhaustive playing with older dogs or forced exercise can cause joint and bone problems because of soft tissue development, until the age of 24 months.

RETURN POLICY

If, for any reason, Buyer decides that Buyer no longer wants the puppy or can no longer provide a good home for the puppy, Buyer shall immediately notify Seller and make arrangements to place the puppy in a home that both Buyer and Seller mutually agree upon or; make safe travel arrangements to rehome the puppy with the Seller. BUYER UNDER NO CIRCUMSTANCE SHALL RELEASE, SELL OR DONATE THE PUPPY TO ANY SHELTER, RESCUE SERVICE, HUMANE SOCIETY OR RESEARCH FACILITY. If for any reason Buyer decides he or she no longer wants the Puppy, Buyer shall immediately notify Seller and Seller shall take the Puppy from Buyer, and Buyer shall execute all appropriate documentation transferring the Puppy to the Seller. There shall be no refund of the purchase price for this return. The health guarantee/warranty is non-transferable from buyer.

Should Buyer physically abuse, cause serious injury or abandon the puppy, Seller shall have all rights and remedies available at law or equity, including the right to retrieve the puppy at no cost to the Seller.

DEFAULT:

Should Buyer default in any of the provision set forth in this Agreement, Seller shall have all rights and remedies available at law or equity, including the right to retrieve the Puppy without being liable for trespass or breach of peace.

Buyers Initials: _____ / _____

BUYER'S ACKNOWLEDGMENT:

By signing below, Buyer acknowledges that it has read and understood this Agreement and realizes that the Agreement contains obligations that Buyer is willing to undertake.

EXECUTED IN MULTIPLE COUNTERPARTS AND ENFORCABLE IN Morgan County, Hartselle, AL

Date: _____

Date: _____

Buyer(s) please print name and sign

Seller

CASTLE HOUSE KENNELS LLC.

Colter L. Thompson

3691 Vaughn Bridge Rd.

Hartselle, AL. 35640

256-221-8827

www.castlehousekennels.com