

Breezy Retrievers

Puppy Contract

“_____”, referred to hereafter as "Seller" agrees to sell to
“_____”, referred to hereafter as "Buyer", for the following
animal.

Buyer Information:

Full Name: _____

Address: _____

Phone number: _____

Email: _____

Alternate contact: _____

Address: _____

Phone number: _____

Email: _____

Puppy Information:

Sex:_____ Color:_____ Microchip ID:_____

Date of Birth:_____ Litter Name:_____

Registration #: _____ Call Name:_____

Registered Name:_____

Sire:_____

Dam:_____

Seller Responsibilities:

- 1. The Breeder guarantees the above described Puppy to be in good health at the time of the sale. The Breeder certifies the Puppy has been vaccinated and dewormed according to the accompanying health record of said Puppy. However, the Seller encourages the Buyer to have a D.V.M examine the Puppy within 72 hours of purchase. If the D.V.M finds the Puppy to have a pre-existing malady or be in poor health, the animal may be returned to the Seller at the expense of the Buyer for a full refund of the purchase price. This full refund is conditional on falling within the 72 hour window. Under no circumstances will the Seller be responsible for veterinary care expenses or any other expenses.**

- a. If the Puppy is found by the D.V.M to have a pre-existing malady or appears to be in poor health the Buyer agrees to return the puppy to the Seller as soon as possible or before one week has passed following the vet's report. A letter from the examining vet on the vet's official letterhead documenting why the puppy is not healthy must accompany the Puppy. The Seller reserves the right to have the puppy re-examined by their vet and agrees to replace the puppy with a new puppy of equal value as soon as one becomes available, if the Seller's vet agrees with the letter of examination from the Buyer's vet. Equal value means: similar health tested parents, pet quality placed on limited registration, with the same type of pedigree.
- b. This guarantee does not include the presence of worms, which may be found in any healthy puppy, furthermore, it is understood that the seller does not guarantee against the

following puppyhood ailments: eye or ear infections, dry skin, hypoglycemia, giardia, coccidian, ear mites, stress or diarrhea. Once the puppy leaves the Seller's possession the Seller will not be held liable for any of the aforementioned as these conditions can occur quickly under conducive circumstances.

- c. Should the Buyer refuse to return the Puppy for a replacement within the one week timeframe following the veterinarian's report, Buyer understands they are in breach of contract and a replacement will not be given nor will a refund.
- d. Should the Puppy die, due to Buyer's refusal to medically treat the Puppy, at any time while in their care, Buyer understands a replacement will not be given nor will a refund be given.

2. The Breeder guarantees that the animal is not suffering from any genetic disease that is included in the Labrador Retriever Club of America recommended genetic health testing. If a licensed veterinarian determines there to be a debilitating genetic disease or defect, the Seller will replace the animal for one of equal value.

3. The Breeder guarantees that the dog will receive a hip dysplasia rating from the Orthopedic Foundation for Animals, INC. (OFA) of at least "Fair". If the animal receives a rating of less than "Fair", the Seller will replace the animal for one of equal value. The x-rays to determine OFA rating must be taken between 24-26 months.

- a. This warranty is null and void if the Puppy is or has been bred, intended or accidental, before the OFA results as received.
- b. This warranty is null and void if the Puppy was spayed/neutered prior to 18 months of age.

- c. This warranty is valid until the Puppy reaches 26 months of age, unless it has been bred.
- d. Replacement puppy of equal value will be offered when one becomes available and upon the return of the defected puppy.
 - 1. If Buyer wishes to keep the defected puppy a refund of half the purchase price will be refunded in place of a replacement puppy.

4. The Breeder guarantees that the dog will not suffer from life altering lameness due to elbow dysplasia.

- a. When rated by OFA, grade one and two ratings are not considered life altering. Dogs with this rating often live normal, non-symptomatic lives.
- b. Breeder recommends a CAT scan of the elbow to determine the degree of arthritic changes and dysplasia if the dog results with non-passing OFA results.
- c. This warranty is null and void if the Puppy is or has been bred, intended or accidental, before the OFA results as received.
- d. This warranty is null and void if the Puppy was spayed/neutered prior to 18 months of age.
- e. This warranty is valid until the Puppy reaches 26 months of age, unless it has been bred.
- f. Replacement puppy of equal value will be offered when one becomes available and upon the return of the defected puppy.
 - 1. If Buyer wishes to keep the defected puppy a refund of half the purchase price will be refunded in place of a replacement puppy.

5. Breeder guarantees that the puppy will come with AKC limited registration which proves lineage.

- a. Breeder may make exceptions to lift limited status to full and allow the dog to be bred. Buyer must first meet all Breeder's stipulations in order for this to happen, just because stipulations are met does NOT guarantee Breeder will lift to Full status:

1. Puppy must have a full genetic panel ran to test for exercise induced collapse (EIC), progressive retinal atrophy (PRA), centronuclear myopathy (CNM), degenerative myelopathy (DM), hereditary nasal parakeratosis (HNPk), and the dilute gene.
2. Puppy must have hips and elbows evaluated by the Orthopedic Foundation For Animals (OFA) after 24 months of age and have ratings of “Fair” or higher for hips and “Normal” status in both elbows.
3. Puppy must have eyes evaluated through the CAER program that OFA offers and have “Normal” status for both eyes.
4. Puppy must have an echocardiogram performed by a board certified cardiologist through OFA and have “Normal” status.
5. Puppy should never be bred before all health testing is completed with passing results and before 24 months of age.
6. Puppy should only be bred to a dog of similar status, which means it will have all completed health testing mentioned above, AKC registration, and be free of the dilute gene to ensure the best and healthiest puppies possible are produced from the breeding.
7. Puppy meets title requirements set by the Breeder.
 - a. UKC Championship title
 - b. AKC Senior Hunter title through AKC retriever hunt tests
 - c. Other sports discussed and agreed upon
8. Puppy should not be bred solely for monetary gain.

6. The Breeder will have begun socializing and introducing the Puppy to different environments, varied species, people of various ages and sexes, and has closely monitored their health, growth, and development since the birth of the

puppies to help ensure puppies are stable and confident in any environment presented to them.

- a. Breeder does not make any guarantees that the Puppy will be suitable for hunting, showing, service/therapy work, or other breed appropriate dog sports.

Buyer Responsibilities:

1. Buyer agrees to maintain the Puppy, known as

_____, in good health and provide routine preventative health care including, but not limited to, regular preventative inoculations, deworming, flea, tick and heartworm medication (non ivermectin):

- a. Regular routine vet visits
- b. Routine preventative vaccines
- c. Routine deworming
- d. Routine flea and tick preventative
- e. Routine heartworm prevention
- f. Provide good nutrition and keep Puppy at a proper weight

2. If the Puppy was sold as a pet, meaning not for breeding, then the Puppy is required to be spay/neutered between 18-24 months. Proof of spay/neuter must be provided to Seller by 2 years of age.

- a. Puppy can be altered before 18 months of age, however the health guarantee will be null and void.
- b. If the animal is bred at any time during his/her life, either intended or accidental, all warranties are void and Buyer is required to pay the Seller the sum of \$3500 for breach of contract as well as damages to the reputation of the Seller.
- c. If Buyer purchases the Puppy with the intent to breed, register the litter(s) with another registry or breeds

unregistered mixed breed, such as doodles, the Buyer understands he/she is in breach of contract and could face a fine as well as repossession of the Puppy.

- d. Breezy Retrievers forbid any breedings with “silver” (dilute factored) labradors. It is the stance of the Labrador Retriever Club of America that “silver” labradors are not purebred and should not be bred. The people breeding them breed them solely for monetary gain and not the betterment of the breed, this goes against everything Breezy Retrievers stands for. If such a thing happens the Buyer understands he/she is in breach of contract and could face a fine as well as repossession of the Puppy.

- 3. The Buyer agrees that if the Dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused, or allowed to live in poor health or poor conditions the Breeder has all rights to repossess the Puppy with no refund to the Buyer. The death, injury, or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, preventable accident, or any other preventable cause will not entitle the Buyer to any compensation from the Breeder and will thus far end any and all business between Breeder and Buyer, unless Breeder sees fit to pursue lawful action.**
- 4. Buyer agrees that if at any point they cannot keep the Puppy they will return it to the Breeder. Under no circumstances will the animal be relinquished to any animal shelter, humane society or rescue group. Buyer agrees that this puppy is not to be donated to a lab for research nor used as a bait dog in dog fighting. No refund will be given.**

- a. Buyer must return the Puppy with it's registration papers and allow the Puppy to be transferred back into the Seller's name.
- 5. The puppy will be AKC registered with the prefix Breezy's and will remain as part of the dog's registered name for his/her entire life. Seller will register the Puppy online and registration papers will be sent directly to Buyer, to ensure the Puppy is registered. Buyer has the option to buy additional packages directly from AKC that includes a certified pedigree.**
- a. Seller will allow the Buyer to choose a registered name from a list created by the Seller if Buyer so chooses. Otherwise, the Seller will choose a registered name themselves. This ensures the Puppy will have a registered name that fits the litter theme chosen by the Breeder. This has no effect on the call name you choose to give the Puppy.
 - b. Seller will include a four-generation pedigree showing lineage if Buyer doesn't wish to purchase a certified pedigree from AKC.

Health Guarantee:

- 1. Your puppy is guaranteed to be in good general health, free of internal worms, and free of congenital deformities at the time you take possession of the Puppy (unless otherwise stated). I strongly recommend that you have your veterinarian check the Puppy within 72 hours of receiving him/her. If your veterinarian feels the puppy is not as represented, please have him write a letter describing the problem and call to make arrangements for returning the**

puppy for a full refund. Since I have no control over the new environment, this general health guarantee will not be in effect after the 72 hours has expired, and will not cover problems caused by neglect (such as poisoning, accidents, etc.), or exposure to other sick dogs, even during the first 72 hours. If your puppy develops diarrhea, it is likely due to stress, water change, food changes, over-feeding.

a. Hips/Elbows

1. As with all my breeding stock, both of your Puppy's parents have had their hips and elbows x-rayed, evaluated and certified to be free of dysplasia by the Orthopedic Foundation For Animals (OFA), the national registry for dysplasia control. Research has shown the hip dysplasia and other joint problems are 50% due to heredity and 50% due to environmental factors. Your puppy is guaranteed to be free of hip and elbow dysplasia, relative to the purpose for which you purchased the puppy, at two years of age, which is the age the OFA feels the condition will be seen on x-ray if it is to occur. If you purchased the puppy as a show/breeding prospect, at show price, this guarantees that the puppy will pass/certify hips and elbows with OFA. If you purchased the Puppy as a pet puppy, the puppy is guaranteed to be free of hip and elbow dysplasia to the degree that it would significantly limit the activities for which the puppy was purchased and affect the Puppy's quality of life. Evaluation must be done prior to 26 months of age and must be done by a qualified veterinarian, and x-rays must be submitted and rated by the OFA. A diagnosis of hip dysplasia based on a veterinarian's manual examination, poorly positioned x-rays, or penn-hip

scores alone will not qualify for this guarantee. If the Puppy has been significantly overweight, or has had an accident that could affect the hips or elbows, this guarantee will not apply. Guarantee will also be void if the Puppy has been bred or if they were spay/neutered prior to 18 months of age.

b. Spay/Neuter

1. Current research is in favor of waiting until 18-24 months to spay/neuter your Puppy. When dogs are altered prematurely there is a significantly higher risk for orthopedic issues such as dysplasia, cranial cruciate ligament tears and also an increase in cancer such as hemangiosarcoma. Hormones are very important to the growth of an animal and without those hormones they could also develop behavioral issues as well. Seller strongly recommends you wait until a minimum of 18 months to alter your Puppy. However, Seller understands it is your choice. If you choose to alter your Puppy before 18 months of age the health guarantee is void, as there would be no way of knowing if the orthopedic issues are genetic or caused from a lack of hormones that did not allow the Puppy to grow normally.

c. Genetic Diseases

1. All Breezy Retriever puppies are guaranteed for life to never be genetically affected by EIC, CNM, PRA, HNPk, DM, and the dilute gene. If there is any question about this guarantee, Breezy Retrievers requires that the dog be tested in the presence of a board certified veterinarian and that the microchip number is verified and matches with the microchip number on our records.

Limitations and Disclaimers:

- 1. This contract applies solely to the original animal, known as _____, and is non-transferable. The Seller retains the right to refund the purchase price of the puppy in lieu of providing a replacement.**
- 2. If the Buyer suspects that the animal possesses any problems, health issues stated above and covered under this warranty, the Seller must be notified immediately.**
 - a. In the event that the dog dies or must be put down due to an inherited genetic defect, a necropsy must be performed, and a copy provided to the Seller with full veterinary records for the deceased dog. Without full documentation and a necropsy report performed by a veterinarian of the reason for the death of (or need to euthanize) the dog, the Seller will not be liable for replacing the dog.
- 3. Replacement Agreement: In the event that an animal must be replaced, the Seller will replace the animal as soon as possible with one of equal value to the original animal at the time of original purchase. The animal that is being replaced must be returned and be in good physical condition, along with having complete veterinarian records, and AKC transfer paperwork.**
- 4. All agreements made are contained in this contract. There are no additional agreements, intended or implied. In the event of a dispute, Wisconsin, Green Lake County shall have jurisdiction. In the event of breach of contract, the Buyer will pay all attorney and court fees.**

5. Any amendments will be contained on Page 11 along with Buyer's and Seller's signatures that acknowledge they have read and agree to all terms contained within this contract.

Buyer has read and agrees to all stipulations noted in the above contract.

Buyer's Signature: _____ Date: _____

Seller's Signature: _____ Date: _____

