

**Sales Contract and Health Guarantee**

Date: \_\_\_\_\_

Whereas Heather Suomela, known as "seller" is the owner of the dog bred from the parents listed below.

Puppy's Parents: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ AKC Litter #: \_\_\_\_\_

Breed: Labrador Retriever                      Color: Yellow, Chocolate, Black                      Gender: M F

Whereas, \_\_\_\_\_

Address \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Known as "buyer" has purchased the animal described above.

Now, in consideration of the sum of \$\_\_\_\_.\_\_\_\_, the seller hereby conveys said dog under the following warranties and conditions and no other warranties or conditions are either expressed or implied.

1. No warranty or guarantee, expressed or implied, is made at the time of sale regarding personality, show, hunting, or breeding potential of said dog. It is mutually understood and agreed that at no time is the Seller's liability to exceed the original purchase price of the dog. It is also understood that any litigation regarding this sale shall be brought about in Wahkiakum County Washington. It is also understood that this warranty is valid only for the original owner and is not transferable.
2. The buyer agrees that the puppy will be given adequate and proper protection from the weather and other animals, adequate housing, will be sufficiently fed, and will not be neglected or mistreated in any manner. The buyer also agrees that the puppy shall receive annual veterinary checkups, including heartworm checks and to keep all immunizations according to AVMA guidelines throughout its lifetime.
3. The buyer grants the seller "first right of refusal" if the dog is to be sold or disposed of in any manner.
4. This dog is guaranteed to be in good health, to the best of the seller's knowledge. The buyer has three (3) days from the date of enactment of contract in which to have the dog checked by a Licenced Veterinarian. If the vet finds the dog to be ill with a life threatening condition, clearly hereditary in nature, (this does not include the presence of parasites, including but not limited to coccidian, mites, or giardia), the following provisions will be honored.

- a. The puppy can be returned with its AKC registration, (if applicable), and another puppy of comparative value or a full refund of purchase price only will be given, providing a letter from the examining Veterinarian is provided as proof of illness and said Veterinarian shall make themselves available for a telephone consultation with breeder and/or breeder's Veterinarian. In cases where it is questionable whether the puppy's health issue is hereditary or congenital, the breeder may choose at her discretion to have the buyer return the puppy. It is understood in this circumstance that the puppy will be guaranteed for a minimum period of 14 days at which point it will require a vet examination. The breeder will deduct all associated costs from the future resale price and/or refund balance to original buyer. This refund or new puppy transaction shall be made complete upon the breeder receiving all AKC registration papers, signed, and properly filled out for transfer of registration into breeder's name.
  - b. It is agreed and understood that any exchange must be set up in the seven day period.
5. This dog is guaranteed against Hip Dysplasia (HD) until it is 24 months of age. The puppy must be diagnosed as suffering from Hip Dysplasia by the Orthopedic Foundation of Animals (OFA) with a rating below borderline. The OFA is the sole and only judge in determining Hip Dysplasia.
- a. The buyer of the dog has the right to a replacement puppy from the next available and comparable litter, considering the following criteria have been met:
    - i. The original buyer must own the puppy.
    - ii. The puppy must not have sired or whelped a litter.
    - iii. The original buyer must return puppy to the breeder with all paperwork signed and able to be transferred back into the breeder's name.
    - iv. If HD is suspected anytime prior to 26 months, a hip x-ray must be taken and submitted to the Orthopedic Foundation for Animals for evaluation. If the rating is below borderline, OFA documentation should be submitted along with the vet proof showing that the dog was spayed/neutered. If all these requirements have been met, then the buyer is eligible to another puppy from the next available and comparable litter. No monetary exchange will be made.

Signature of Seller: \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_