



Waterford, MI 48328
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Puppy/Dog Purchase Agreement & Guarantee (Limited Registration)

This contract and terms of sale for a Labrador Retriever is entered to on _____, by and between Dark Water Labradors (Breeder/Seller) and _____ (Buyer(s)) for one American Kennel Club (AKC) registerable Labrador Retriever.

- REGISTERED NAME: Dark Water _____
- REGISTERED NUMBER:
- SEX:
- COLOR:
- DATE OF BIRTH:
- MICROCHIP #:

Purchase Price: \$2,500 (\$3,000 total price - \$500 deposit)

In consideration of the above purchase price, this is a conditional agreement for the sale of the Labrador Retriever above. The term dog used herein applies to either a male or female dog.

*****If this dog can no longer live with the Buyer(s) under the terms of this contract or the Buyer(s) must get rid of the dog for any reason at any time during the dog's life, the Buyer(s) acknowledges and absolutely agrees unequivocally to notify the Breeder immediately, and to give the Breeder/Seller the right of first refusal of the dog, with a rebate for return to be provided by the Breeder/Seller. Dog must be transferred with a signed copy of the AKC registration papers and veterinary records. _____ Buyer(s) initials**

Breeder Obligations

1. Puppy Health. Breeder states that this dog is a purebred Labrador Retriever and is in good health as can be determined by basic exam and evaluation at the time of sale. The Breeder states that the above-referenced dog has been raised under the best possible standards of canine health, cleanliness, and veterinary care, including basic socialization.
2. Breeding Stock Health. Pedigree and health records are provided apart from this contract. Both sire and dam have been health screened for the following diseases: Hip Dysplasia, Elbow Dysplasia, Progressive Retinal Atrophy, Exercise-Induced Collapse, Macular Corneal Dystrophy, Stargardt Disease, Centronuclear Myopathy, Degenerative Myelopathy, Hereditary Nasal Parakeratosis and Skeletal Dysplasia. Sire and dam also have undergone a heart echocardiogram and annual eye clearances.
3. State of Health; Short-Term Health Warranty. This dog is in good health, has been previously examined by a licensed veterinarian and found to be in good health at that time, has had the immunizations listed in the health records provided separate from this contract to Buyer, and not known to have any communicable disease at the time of sale. Buyer has 72 hours from the day of sale to have the dog examined by a licensed veterinarian at the Buyer's cost. If the dog is found, within the 72 hour examination period, by a licensed veterinarian to be unhealthy to the point to be deemed unfit for purchase, the Buyer may return the dog with a written statement, within 48 hours, from the veterinarian for a full refund. If the Buyer fails to have the dog examined within 72 hours and provide Breeder notice within 48 hours of discovery of being unfit for sale, the communicable disease agreement is null and void. Expressly excluded from this narrow 72 hour communicable disease warranty are the following: (1) any health issues caused or contributed to by Buyer abuse, neglect, or maltreatment; (2) any health issues arising through dog's transportation from Breeder to home of Buyer; (3) all minor illnesses and health issues, including but not limited to, respiratory infections, stress colitis/diarrhea, internal and external parasites, influenza, minor contagious viruses, urinary tract infections, vaginitis, or umbilical hernias.



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4. Long-Term Health Warranty. Breeder provides a limited genetic/hereditary disease warranty, strictly limited as follows: if the dog develops a qualifying disease within 26 months of age, breeder will provide a refund limited to the sale price of the puppy, after the dog has been returned to the breeder, or if the dog is spayed/neutered and proof from the veterinarian who performed the procedure is provided to the breeder. No medical costs will be reimbursed; refund is limited to the sale price of the puppy. Qualifying diseases that the breeder warrants under this limited genetic/hereditary disease warranty are ONLY as follows: Hip Dysplasia, Progressive Retinal Atrophy, Exercise-Induced Collapse, Macular Corneal Dystrophy, Stargardt Disease, Centronuclear Myopathy, Degenerative Myelopathy, Hereditary Nasal Parakeratosis and Skeletal Dysplasia. Warranty extends to these diseases ONLY. A letter stating the diagnosis from a qualified veterinarian, either a tenured faculty member of an accredited university teaching hospital or Board Certified in the applicable specialty depending on the disease, for these diseases must be provided to Breeder. Breeder reserves the right to have the dog examined by a veterinarian of their choosing before a final determination of a qualifying genetic/hereditary disease. If the dog is spayed prior to 12 months of age and before completion of a heat cycle for a female dog, neutered prior to 18 months for a male dog, is overweight, or the dog participates in any high impact sports before 18 months of age, the limited warranty for any orthopedic condition is VOID. Any diagnosis of a qualifying disease beyond 26 months of age is not covered under this limited genetic/hereditary disease warranty.
5. No Other Warranties. Outside of the 72 hour communicable disease agreement and limited genetic/hereditary disease warranty, the Breeder does not provide any warranty of merchantability or any other implied warranty whatsoever for this dog.
6. Purpose. This dog was bred as a Labrador Retriever Dog; as too many other factors beyond genetics impact a dog's ability, the Breeder does not provide any warranty whatsoever as to the dog's fitness for a particular purpose, including but not limited to: hunting, field trials, hunt tests, breeding purposes, or the show ring.
7. Limited Registration. This puppy will remain registered under Limited Registration and Buyer is not permitted to attempt to lift Limited Registration. Microchip registration will be transferred and registration documents will be forwarded directly from AKC to the Buyer within 30 days of purchase unless otherwise indicated by Breeder.



Buyer Obligations

1. Payment. Buyer acknowledges that full payment for the dog is due before the Buyer may take possession of the dog.
2. Sale Prohibition. Buyer guarantees that he/she is not acting as an agent for any other person or business in the purchase of the dog.
3. Address. Dog will reside with the Buyer at the following address, and Buyer agrees to notify Breeder of any change of address or residence: _____
4. Additional Owners. Buyer agrees he/she may not add a co-owner of the dog without agreement and written permission from the Breeder.
5. Spay/Neuter Provision. Buyer will not spay their female dog prior to 12 months of age or prior to first heat cycle if none have occurred by 12 months, or neuter prior to 18 months if a male, unless deemed medically necessary by a veterinarian. Proof of said medical necessity shall be provided to Breeder prior to any spay or neuter being performed prior early.
6. Kennel Name. Buyer agrees that the kennel name "Dark Water" will be incorporated into the dog's registered name with AKC and any other registry the Buyer may register the dog with.
7. Proper Care. Buyer agrees to provide the following for the entire life of the dog:
 - Annual veterinary checkups, including heartworm check; to keep all immunizations current according to the AVMA standard. Protocol is that DHPP vaccine should only be boosted every 3 years after the puppy shot series and first adult booster has been completed; titers may be ran in lieu of vaccinations for Distemper and Parvo.
 - To properly administer monthly heartworm preventative year round and flea/tick preventative as needed.
 - To feed only a premium brand dog food that is grain-inclusive, unless grain-free is medically directed by a veterinarian, and to maintain the animal at the proper healthy weight throughout the life of the dog.
 - To provide adequate housing according to state law; to confine animal in a fenced yard or kennel run with adequate water and housing when outside.
 - Daily exercise.
 - To provide proper grooming and cleanliness at all times. The dog must be kept free of parasites and nails must be trimmed back and must never reach a point beyond touching the floor in a normal standing position.
8. Buyer agrees to exercise the dog age appropriately (i.e. no high impact activity prior to 18 months old) and to maintain the dog at an athletic weight as determined by Seller. Under no circumstances is obesity acceptable.
9. Breeder reserves the unrestricted right to repossess the dog upon any signs of neglect, and Buyer wholly and absolutely consents to this right of repossession with no compensation whatsoever.
10. This dog is sold as a pet and is not to be bred. Should the Buyer breach this agreement and breed this dog, Buyer shall pay Breeder \$10,000. The parties agree that quantifying the damages to the Breeder arising from breeding an unproven and untested dog is inherently difficult insofar as breeding may impact the Breeder's reputation and breeding program, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, given the nature of the losses that may result from an untested dog.
11. Buyer grants permission to Breeder and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of Buyer, or members of buyer's family, and Buyer's dog for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. Buyer hereby releases Breeder and its legal representatives for all claims and liability relating to said images or video. Furthermore, Buyer grants permission to use statements that were given by Buyer during an interview, with or without Buyer's name, for the purpose of advertising and publicity without restriction. Buyer waives any compensation.



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Entire Agreement. This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements. This agreement may only be modified through an amendment agreed to and signed by both parties.

Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Equitable Relief. Breach of this agreement will result in irreparable harm and monetary damages will not compensate for the unique nature the sale of an individual dog entails. As such, any breach, with the exception of violation of the breeding requirements clause as outlined above, will result in immediate repossession of this dog by the Breeder and any costs associated in the return of the dog will be the responsibility of the Buyer. Any and all attorney fees and court costs related in any way to this contract shall be the responsibility of the Buyer.

Signed Agreement. If this Agreement is signed in counterparts, each document signed is to be considered an original and altogether will be deemed one and the same whole instrument.

Governing law and venue. This agreement shall be governed by the laws in the state of Michigan. The parties agree that any litigation in any way relating to this Agreement shall be brought and venued exclusively in Oakland County, Michigan and Buyer hereby consents to the personal jurisdiction of these courts and waives any objection that such venue is inconvenient or improper.

We have carefully read, clearly understand, agree with, and voluntarily sign this sales agreement.

Buyer's Signature

Print Buyer's Name

Date