

# Shadymist Kennel, LLC

*~From Our Home to Your Hearts~*

## Limited Purchase Agreement (Pet)

The following sale and agreement is made and entered into by and between the following persons and is effective this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Seller:

Marnie J Harrell

### Shadymist Kennel

9635 W. Providence Road

Richmond, VA 23236

(804) 683-9544

[marnieharrell@shadymistkennel.com](mailto:marnieharrell@shadymistkennel.com)

Seller's Signature: \_\_\_\_\_  
Marnie J Harrell

Buyer(s):

Printed Name(s): \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

PH# \_\_\_\_\_

Email: \_\_\_\_\_

Buyer(s) Signature(s): \_\_\_\_\_  
\_\_\_\_\_

Buyer(s) shall give consideration in the form of the purchase price of \$4,000.00, and performance in accordance with the terms and conditions set forth in this agreement.

Buyer(s) initials: \_\_\_\_\_

Seller shall give consideration in the form of delivering the purchased animal, and in performance in accordance with the terms and conditions set forth in this agreement. **The Seller hereby accepts a NON-REFUNDABLE reservation**

fee of Five Hundred Dollars (\$500.00), via Zelle to the phone number listed above only. This reservation fee shall be given/emailed to Seller the same time as this agreement, and will be applied toward the purchase price of the puppy identified below.

Buyer(s) initials: \_\_\_\_\_

The Seller, upon receipt of the above mentioned Five Hundred Dollar (\$500.00) reservation fee shall acknowledge that the Buyer(s) is purchasing a puppy with **limited registration** as defined by the American Kennel Club (“AKC”). This \$500.00 reservation fee is non-refundable. In the event not enough puppies are not whelped within 12 months of this agreement, half of this reservation fee can be requested for refund by the Buyer(s) in the amount of \$250. Those 12 months reset if Buyer(s) choose to wait for a future litter for any reason after a puppy has become available.

Buyer(s) initials: \_\_\_\_\_

The full purchase price is \$4,000.00, and the balance of \$3,500.00, is due in full at “puppy picks” day when puppies are 4 to 5 weeks old to help offset expenses for the care of the puppies. No payments, cash or otherwise, will be accepted on the day the puppies are delivered by the Seller to the Buyer(s).

Buyer(s) initials: \_\_\_\_\_

The Seller shall be responsible for the fees associated with the American Kennel Club (“AKC”) and Microchip ID Systems registrations; veterinary exam; 1<sup>st</sup> set of vaccines; early dewormings;; VA sales tax; and New Puppy Kit.

Buyer(s) initials: \_\_\_\_\_

Crate, Shipping, and any additional Handling expenses related to shipping are the responsibility of, and shall be paid by, the Buyer(s). The current flat rate for this service is Six Hundred Dollars (\$600.00). Buyer(s) agree(s) to this additional charge for this additional service.

Buyer(s) initials: \_\_\_\_\_

The Seller hereby sells and will deliver to the Buyer(s) a male/female Golden Retriever Puppy, Whelped on \_\_\_\_\_.

Sire of this puppy is: \_\_\_\_\_

Owned by: \_\_\_\_\_

Dam of this puppy is: \_\_\_\_\_

Owned by: \_\_\_\_\_

## SELLER REPRESENTATIONS AND LIMITED WARRANTY

### Seller’s Representations

The Seller represents that:

- (a) The above puppy has been examined by a licensed Veterinarian and was found to be in good health;
- (b) This puppy is being sold as a pet and companion animal;
- (c) The application for registration of this puppy is **\*limited\*** as defined by the American Kennel Club (“AKC”) and this puppy is not being sold for the purposes of breeding;
- (d) **\*Limited Registration\*** means that the dog is registered with the AKC but no litters produced by the dog are eligible for registration. Dogs with limited registration may **not** be entered in breed competition(s) at Dog Shows but may compete in all other AKC events.
- (e) Buyer(s) understands and agrees that this puppy will only be register under the American Kennel Club (AKC), and no other Pet Registry in the U.S, without prior

written consent from Seller or Buyer will be subject to a \$5,000 breach of contract penalty. (f) Buyer(s) understands and agrees that this puppy's registered name must include the prefix "Shadymist."

**Seller's Limited Warranty.**

Seller hereby warrants the following:

Should the animal purchased under this agreement be diagnosed by a board certified specialist as being affected by hereditary defects of the hips, elbows, eyes and/or heart, the Seller is willing to take the puppy back and replace it with a puppy from another breeding, so long as said diagnoses and request for replacement happen within two (2) years of the animal's birth date.

Reasonable precautions have been taken to prevent this puppy from acquiring hereditary defects of the hips, elbows, eyes and heart. However, due to unknown hereditary and environmental causes of such unknown defects, no guarantee will be given against them.

Due to recent research implicating an extraordinarily higher incident of hip dysplasia, elbow dysplasia, hemangiosarcoma and lymphosarcoma in golden retrievers that have been spayed or neutered this limited warranty is null and void if the puppy is spayed or neutered at anytime within the first 18 months, unless expressed written permission is granted by seller at seller's discretion PRIOR to spay/neuter procedure is performed.

Buyer(s) initials: \_\_\_\_\_

This limited warranty is given only to the original purchaser of the animal sold under this agreement. This limited warranty is the **only** warranty given on the animal purchased under this agreement.

***Buyer hereby acknowledges that he/she understands the terms and conditions of the above presented Seller's Limited (pet) Warranty.***

***\*\*\*All Veterinarian fees and expenses shall be the responsibility of the Buyer(s). Under no circumstances shall Shadymist Kennel be held responsible for any expenses for any puppy not in the possession of Shadymist Kennel, LLC without exception.***

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE BUYER(S):**

**The Buyer(s) Agree(s) to the following:**

**Examination.** The purchased puppy will be examined by a licensed Veterinarian within 72 hours of receipt. Proof of examination within 72 hours of receipt shall be provided to Seller, at Seller's request, should Buyer request any adjustment of price or seek an exchange. If the puppy is returned due to illness (other than a hereditary defect(s) as stated in Seller's limited warranty, above or parasites as puppies will often need multiple treatments against parasites from birth and throughout the first 4 months of age), a verified letter specifically addressing the purported illness is required from the veterinarian. This includes death or illness from any health condition deemed present prior to removal from Shadymist Kennel premises.

**Medical Care and Treatment.** Buyer further agrees, as part of Buyer(s) performance under this agreement, that the purchased animal will be given proper medical care including, but not limited to, vaccinations and annual boosters, regular de-worming, adequate and proper shade, housing in a fenced yard or kennel.. Buyer agrees that this dog/puppy will never be left chained or tied to a tree, stake, or any other item as this can and often does, result in the animal's death by hanging and/or choking. Buyer agrees to notify Seller of any and all abnormal medical or health related conditions with this dog for the

remainder of the dog's life so Seller can maintain an accurate lifetime medical history on all the Shadymist Kennel offspring.

**Never Sell, Surrender or Rehome.** Buyer(s) agree(s) this dog will never be surrendered to any humane society, animal rescue group or animal shelter. Shadymist Kennel will accept any dog that is unable to be cared for and shall assume ownership of, possession of, and responsibility for any such animal previously purchased from Shadymist Kennel at all times.

***Buyer understands and agrees that Seller maintains Right Of First Refusal for the life of this dog and that this dog will never be sold, transferred or surrendered to anyone or organization for any reason, without PRIOR WRITTEN CONSENT from the Seller. Buyer understands and agrees to pay a \$10,000 penalty should Buyer(s) sell, rehome, or surrender this dog to anyone other than Seller.***

**Costs of All Returns.** Should an animal purchased under this agreement be returned for any reason whatsoever, Buyer(s) accept(s) responsibility for, and shall pay, without recourse against the Seller, any and all transportation expenses, veterinary charges, crate fees, air freight charges, and transport fees to and from the involved airports. Should an exchange animal be agreed upon, Buyer(s) shall be responsible for any and all costs, charges, and/or fees associated with transportation of the exchange animal from Seller to Buyer(s).

**No Purpose Other than Having a Pet.** Buyer(s) agree(s) this dog will not be used for any purposes of research or vivisection and shall not be sold or given to any wholesale establishment, chain store, catalog sales house, pet store or puppy mill. Buyer(s) agree(s) that the animal purchased from Shadymist Kennel, LLC is purchased to be the Buyer's pet and will never be bred.

**Any disputes arising out of or relating to this Agreement shall be litigated solely and exclusively in the Circuit Court of Chesterfield County, Virginia.**

***This Agreement has been read by, and is understood by, the Buyer(s). Buyer(s) accept(s), and agree(s) to, all terms contained in this Agreement and further acknowledges receipt of a copy of this Agreement.***

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(DATE)

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(BUYER(s)) SIGNATURE(s)

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(SELLER) (Shadymist Kennel / Marnie J Harrell)