

# Shadymist Kennel, LLC

*~From Our Home to Your Hearts~*

## Unlimited Purchase Agreement (Breeder)

The following sale and agreement is made and entered into by and between the following person

s and is effective this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Seller:

Marnie J Harrell

### Shadymist Kennel

9635 W.Providence Road

Richmond, VA 23235

(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 performance in accordance with the terms and conditions set forth in this agreement.

The Seller hereby accepts a non-refundable reservation fee of One Thousand Dollars (\$1,000.00), which reservation fee shall be given/mailed to Seller with the contract agreement, toward the purchase of the puppy identified below.

Buyer(s) understands and agrees the reservation fee is non-refundable. In the event not enough puppies are not whelped within 18 months of this agreement, half of this reservation fee can be

requested for refund by the Buyer(s) in the amount of \$500. The aforementioned 18 months will reset any time 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 \$3,000.00 is due when puppy is 4 weeks of age. (In order to allow processing time for the funds).

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

The Seller(s) assumes responsible for fees associated with the American Kennel Club (“AKC”) and Microchip ID Systems registrations. 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.”

**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: \_\_\_\_\_

Seller hereby sells and will deliver to the Buyer(s) \_\_1st\_\_pick male/female (circle one)

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) The application for registration of this puppy is \*unlimited\* as defined by the American Kennel Club (“AKC”) and Unlimited Registration means that the dog is registered with the AKC and qualified litters produced by the dog are eligible for registration once all prerequisite requirements are met as defined above. Dogs with unlimited registration may be entered in breed competition(s) at dog shows and may compete in all other AKC events.

### **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 will take the puppy back if the Buyer does not want to keep the puppy, but is not required to return the puppy,

and replace it with a puppy from another breeding, so long as said diagnoses and request for replacement occur within two (2) years\* of the animal's birth date for any purchased animal suffering hereditary defect(s) of the hip(s) and within one (1) year of the animal's birth date for any hereditary defects(s) of the eyes, heart and/or elbow(s).

\*Upon breeding, any dog purchased from Shadymist Kennel, any and all warranties given hereunder shall immediately terminate, cease, and become void with exception of infertility of any male upon examination/evaluated of reproductive specialist, including semen evaluation report from IDEXX showing male dog as sterile, not caused by any tick borne disease or maltreatment within 24 months of male's date of birth. No warranty is given to the fertility of any female purchased under this agreement.

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(s) shall have the dog's hips and elbows evaluated by their veterinarian or by any veterinarian authorized and trained by University of Pennsylvania to perform PennHip study. PennHip and elbow radiographs must be performed NO earlier than 5 months of age, and must meet the minimum criteria: of 54% of the PennHip golden retriever database; clear elbows, to be eligible for breeding. Should the dog have not meet these criterion, Seller will replace the puppy if requested by the buyer at that time.

Heart may be evaluated by a general practitioner veterinarian, or by a cardiologist, at the Buyer(s) discretion. If the general practitioner identifies any cardiac abnormality, dog must then be evaluated by a cardiologist. In such cases, the recommendation of the examining cardiologist regarding breeding potential will supersede any and all other testing. No dog will be bred against the advice of a cardiologist for any reason.

Should the dog's initial results from any of the required testing fall short of the minimum requirements as defined by this agreement Buyer has \*the option to re-evaluate both hip and heart again at anytime between 12-24 months, if the first tests are done no earlier than 5 months of age. Any result of any test done prior to 5 months will not be considered by seller.

\*Buyer(s) is not required to resubmit testing if initial tests are poor provided they were done after 5 months of age unless it is Buyer(s) preference. Seller will replace the puppy at that time if it is the Buyer(s) preference.

Understanding this puppy/dog is being sold as a breeding prospect, should the dog be unable to produce puppies due to infertility, seller agrees to replace him/her at anytime within the first 36 months, the duration of the health warranty. Buyer must present semen evaluation report if it's a male, and ultrasound results along with reproductive veterinarian letter explaining cause for infertility in order to exercise this warranty.

If the dog is bred either intentionally or accidentally, prior to successful completion of qualifying health test as defined here, Buyer(s) understands and agrees: this warranty is null and void regarding a placement puppy; ANY LITTER PRODUCED PRIOR TO THE COMPLETION OF ALL REQUIRED HEALTH TESTING IS NOT ELIGIBLE FOR REGISTRATION WITH AKC.

Buyer understands and agrees that if this dog/puppy does not live with the buyer in the buyer(s)'s home, at any time in the dog's life, Buyer will provide all contact information, including address of the home in which the dog lives.

Additionally, whether the puppy/dog is placed in a Guardian home or with a family member,

Buyer agrees to notify the person(s) with physical custody of the dog/puppy the terms of this agreement and assumes equal responsibility to adhere to the guidelines defined in this agreement as "Buyer."

Should the dog's health testing fail to meet the criteria as defined in this agreement as suitable for breeding, dog is either to be desexed and a copy of the vet bill for the spay/neuter provided to the Seller/Breeder, or dog is to be returned to Seller/Breeder at breeder's discretion, before a replacement puppy will be given. Once Seller receives confirmation of "desexing" surgery, or once Seller/Breeder receives the dog back, Buyer is then eligible to receive a replacement puppy. Dog/puppy will be \*replaced at no additional charge to the buyer from the Seller next available litter of the Buyer(s) preference, not including shipping fees where applicable. Buyer is not required to return this dog in order to receive a replacement puppy if this dog is already placed in a Guardian home, or is considered a "pet" by the Buyer in a home with fewer than 5 dogs. Other than a Guardian home, no Shadymist dog or puppy is to be re-homed or resold. If dog/puppy is not with a Guardian family, and buyer does not have any interest in keeping the dog his/herself the dog must be returned to Seller prior to receiving the replacement puppy.

**Shadymist Kennel makes no warranty as to the suitability of any dog to be bred other than the above warranty relating to hips, elbows, eyes, heart and male fertility.**

**Buyer understands and agrees that under no circumstance will Seller be responsible for any expenses related to this dog/puppy, for any reason at all, nor will Seller provide any refunds at any time.**

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

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

\*\*Any and all training fees and veterinarian fees and expenses shall be the sole responsibility of the Buyer(s). Under no circumstances shall Shadymist Kennel, its owners, operators, or employees be held responsible for any expenses for any puppy not in the possession of Shadymist Kennel.

**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 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), 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 that Seller can maintain an accurate lifetime medical history on all the Shadymist Kennel offspring.

**Never Surrender.**

**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 for the lifetime of the dog.**

**Shadymist Kennel maintains first right of refusal for all dogs/puppies prior to any consideration of transfer of ownership and/or possession. Buyer understands there is a \$25,000 penalty if this dog is resold, rehomed, or surrendered to anyone entity other than the Seller, Shadymist Kennel, LLC, (aka, Marnie J Harrell).**

**Cost 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 and/or Breeding Prospect**

**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 puppy purchased from Shadymist Kennel is purchased to be the Buyer's pet.**

**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)