

THIS AGREEMENT made the day of , 2020 by and between:

Breeder Information

Shayne Wickstrom 1910 Blue Eye Rd Columbus, PA 16405

Phone: (814) 964-8333 Cell (814) 664-7190 Home Email: RidgelineTraining2018@gmail.com Website: RidgelineRetrievers.com

Above hereinafter referred to as "Breeder"

Buyer Information:

Name:

Address:_____

Phone:_____Email:____

Above hereinafter referred to as "Buyer"

Puppy Information:

Name of dog:	
Breed: Labrador Retriever	Color:
Date of Birth:	Sex:
Registration # (if any):	Microchip #:
Sire Name: Ridgeline's Double Action Colt	Sire Registration # (if any): SR98490814
Dam Name: Bluefield's Pay the Piper	Dam Registration # (if any): SS07907206
Bred by Seller? Yes	If no, name of breeder: Date acquired:
State of health:	

Above Hereinafter referred to as "Puppy/Dog"



Terms and Conditions

Deposit, Payment of Purchase Price, & Fees

1. Buyer agrees to purchase the puppy described above, under the following warranties and conditions, for the purchase price of \$_____.

NO OTHER WARRANTIES OR CONDITIONS ARE NEITER EXPRESSED OR IMPLIED

- Buyer has paid a deposit of \$_____, with payment of the balance of \$_____ due upon release of the Dog to Buyer. The expected delivery date is ______, or such other date as the parties may mutually agree. Payment of the balance may be made by cash or through Good Dog Pay via Breeders Good Dog website.
- 3. Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:
 - a. Buyer fails to complete the purchase of the dog for any reason, or
 - b. Buyer fails to pay the balance of the Purchase Price within seven (7) days of the agreed delivery date.

In either event, the Breeder shall be free to sell the Dog to another party.

4. In the event that the Dog is not available due to, sickness, death or any other circumstance owing to the fault of the Breeder, Buyers deposit will, at Buyer's option, be either (I) refunded, or (II) transferred to the next litter of puppies. If a refund is chosen Breeder will provide the refund within 90 days.

Transfer of Ownership, Registration, and Microchip

- 1. Upon payment in full of the Purchase Price, Breeder shall promptly provide Buyer with a "Puppy Packet" that includes a true and correct copy of the dog's medical care and vaccinations while in the Breeders care and other relevant information.
- 2. Said dog has been microchipped by the Breeder and registered with AKC reunite. The microchip will remain registered to the breeder, for the life of the dog and breeder, with the new owner being the secondary contact. It is the responsibility of the Buyer to keep the Breeder notified of changes in address and phone number, in a timely manner, to keep the microchip information current. This is done to ensure the dog never ends up in a shelter and if the dog is lost it can be properly reunited with the owners.
- 3. Said dog is being sold on a spay/neuter agreement to Buyer. The Breeder has applied for said dog to be registered LIMITED with the American Kennel Club (AKC) in the name of the Buyer and altering or attempting to alter the AKC paperwork in any way is an immediate breach of contract. Offspring of said dog are not eligible for registration with the AKC or any other breed registries. Puppy/Dog may NOT be registered by the buyer with any other registry without prior written agreement of the breeder. If above listed Buyer is granted permission from the Breeder to register the puppy with another registry then, his/her name will be as it is written on the official AKC registration on any and all official registries. Buyer will be responsible for registration fees of any additional registries. The Buyer cannot/will not have the name "Ridgeline" or "RR" removed from the registered name of the dog.

Buyer's Initials attesting they have read this page and agree to the conditions contained herein:



Breeders Representations & Warranties

Breeder represents and warrants to Buyer that:

- a. Breeder is the legal and true owner of the Dog and that Breeder has full right and authority to sell the Dog.
- b. The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- c. Breeder guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page one of this Agreement.
- d. Breeder warrants that the puppy is healthy at the time of sale to the best of the Breeder's ability. Breeder will provide a health certificate for the puppy issued by a Veterinarian licensed in the state of Pennsylvania within ten (10) days prior to the sale of the puppy.

Nutrition & Extended Warranty

Nutrition is an integral part of the health and development of all puppies; therefore, it is highly recommended that the Buyer only feed the puppy "pawTree" brand dog food for a minimum of one year.

Buyer must sign up as an EZship pawTree customer through pawtree.com/RidgelineTraining to order and purchase pawTree brand dog food for a minimum of one year. This allows the Breeder to track Buyer's purchase of PawTree food and will extend the health warranty to a maximum of five years. If there is no record of Buyer placing regular orders with pawTree only the two year warranty is valid.

Two Year Health Warranty

If, within two (2) years from the puppy's date of birth, the puppy should develop a genetic defect, hip, elbow, or heart issue, which is sufficiently serious, as outlined below, in the opinion of two qualified veterinarians, at least one of whom is selected by the Breeder, Buyer will be given a replacement Puppy from the Breeder's next available litter. Replacement will be made when a suitable replacement becomes available. Replacement puppy will be of equal value but not to exceed the value of the original purchased puppy. This puppy may or may not come from the next available litter. There is only one replacement puppy per warranty. Health warranty is not transferable to replacement puppy. Transportation costs (if any) will not be refunded and are not included in this guarantee. Expenses of treatment, exams and tests are the financial responsibility of the buyer. Breeder reserves the right to make the determination that both parties are better served by refunding the original purchase price in lieu of a replacement puppy.

REGISTRATION PAPERS MUST BE COMPLETE FOR THIS WARRANTY TO BE VALID!

It is also highly recommended you activate the AKC insurance. It is always better to have it and not need it than not have it and need it!



Buyer's Initials attesting they have read this page and agree to the conditions contained herein:

- 1. **Hips/Elbows**: OFA (<u>www.ofa.org</u>) Preliminary report rating of Severe Hip Dysplasia or Grade 3 on elbows as determined by evaluation of a properly positioned dog in the x-rays being submitted to OFA qualifies for a replacement puppy. A copy of the official report along with a copy of the x-rays (to verify positioning) in a large enough electronic file format (in order to be able to see the x-rays clearly) must be submitted to the Breeder. X-ray's read by general veterinarians are not acceptable. No other ratings by OFA or any other entity quality for a replacement.
 - a. An accident or injury that may have caused this condition does not qualify for a replacement puppy.
 - b. Hip and joint problems can be caused by or influenced by over feeding, improper diet, failure to maintain proper weight, failure to provide enough exercise, over exercise or improper exercising which would be out of our control. Refer to conditions of health guarantee.
 - c. Hip Dysplasia Warranty is VOID if puppy is continually exercised on asphalt or cement during the first year.
- 2. **Genetic defects/Heart issues**: Genetic defects are covered by this guarantee for two years, including the heart. A written examination from a veterinarian must state that a genetic defect exists and be accompanied by x-rays and other testing as appropriate. Testing must show a defect which is sufficiently serious in the opinion of two qualified veterinarians, at least one of whom is selected by the Breeder, to warrant euthanizing of the dog to qualify for a replacement puppy. A puppy simply being an affected carrier as shown by DNA testing does not warrant a replacement puppy. Current list of covered genetic defects can be found on our website and consist of those that our breeding stock is tested for.

3. Veterinary Examination:

- a. The Breeder warrants your Puppy to be free from infectious diseases for 2 days after the puppy leaves our premises and warrants the Puppy to be free from genetic problems for up to two years of age.
- b. Breeder will provide Buyer with a puppy that is clean; in good general health and has no known physical defects. De-worming and first immunizations will have been completed and detailed in writing. The puppy will be a minimum of 8 weeks of age. It is generally recognized that intestinal parasites (worms etc.) are common in puppies and are part of a puppy's early development but we will make every effort to prevent parasites. Often, however, the stress of change and travel can cause intestinal parasites to emerge. Buyer agrees to continue parasite testing and treatment (if necessary) with their veterinarian. Parasites and/or fleas do NOT warrant a replacement puppy.
- c. Buyer agrees that he/she will take their puppy to a state licensed veterinarian within two (2) working days of receiving the puppy for examination, testing for worms, treatment for worms, obtain a prescription for heartworm and flea/tick prevention and to schedule ongoing immunizations as recommended. If the purchaser's veterinarian finds the puppy to be in poor health, the veterinarian's written description of the problems must be provided, dated within 2 days of the date the Buyer received their puppy.



d. Failure to have the puppy examined by a state licensed veterinarian within two (2) working days of the date the puppy is delivered to Buyer or if Buyer fails to provide required immunizations, treatment or de-worming, will mean that this health guarantee will be VOID.

Buyer's Initials attesting they have read this page and agree to the conditions contained herein:

- e. The Buyer agrees to keep the puppy healthy, maintain and stay current with all vaccinations, provide veterinary care as directed by their veterinarian, to include monthly flea and heartworm prevention.
- f. The Buyer agrees to at minimum have one (1) yearly wellness exam done by a state licensed veterinarian. Failure to do so shall VOID this warranty.
- g. The Buyer agrees to keep the dog at a healthy weight as directed by their veterinarian by feeding pawTree dog food, a premium quality commercial food, or balanced raw diet. Should the dog be deemed obese or malnourished this warranty shall be VOID.
- h. In the event the dog is not spayed/neutered according to contract this warrant shall be VOID.
- i. In the event a female conceives a litter or a male sires a litter this warranty shall be VOID.
- 4. **Temperament and Socialization**: We do not guarantee temperament. Or Labs have demonstrated great stable temperament. All our Puppies are temperament tested and sound when delivered. We take great pains to provide a good environment with proper socialization. It is the Buyer's responsibility to keep the puppy free from harm and bad interactions with other people, dogs, and animals. Any negative exposure of the Puppy to a bad experience with other dogs or people can cause lasting effects. Be gentle with your Puppy and use positive reinforcement (praise him when he does "good" ignore his mistakes, don't overuse the words "no" or "nein") to train him. Do NOT hit your puppy or do things like rub his nose in urine or feces "accidents".

The buyer agrees to continue providing regular socialization for the Puppy after the pup is fully vaccinated. The Buyer agrees to provide a safe environment.

Buyer agrees to keep their puppy at home and away from other dogs, public places, parks and will use care in allowing others from outside their home to pet or touch the puppy. This is to protect the puppy from exposure to parvovirus and other infectious illnesses. New owners will not enroll the puppy in obedience classes until all immunizations are completed.

5. **Exclusions**: This warranty does not include skin allergies, undescended testicles, incorrect bite, cosmetic defects, hernias or heart murmur grade 1 and 2. Occasionally, a puppy will be born with an umbilical hernia that will most likely close on its own. Some dogs live their whole lives with ones that do not need repair. If it has not closed on its and repair is deemed necessary, it can often be done during the spay/neuter procedure. Breeder will not replace puppies or contribute to the payment of medical bills for the conditions listed in this paragraph. Breeder does not guarantee a certain size, height, weight, or color a puppy will grow into.

Fitness of Purpose



The Dog was bred as a companion animal, and Breeder does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, show ring performance, hunting, and/or breeding purposes.

Buyer's Initials attesting they have read this page and agree to the conditions contained herein:

Buyer's Representations

Buyer represents to Breeder that:

- a. The Dog will reside with the Buyer in their home as a companion pet to Buyer and Buyer's family.
- b. Buyer will keep the dog in an enclosed area of adequate size and will not allow the dog to roam at will. More than two calls to the Breeder by an agency regarding pickup of said dog being collected as a "stray" will constitutes repossession of the dog by the Breeder. Buyer will NOT keep the Dog chained or tethered or permanently house the dog in a kennel.
- c. Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- d. Buyer is not acting as an agent for any other person or business in the purchase of the Dog.
- e. Buyer agrees to contact the Breeder FIRST if he/she is unable or unwilling to keep this dog for ANY reason at any time, for the life of the dog.
- f. Buyer will not sell, give away, release or otherwise dispose of this dog without the Breeders written permission. The Buyer agrees that this dog will never be turned over to a pound/shelter/humane society as a means of disposal nor may it be donated to any company, cause or person. Including but not limited to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
- g. Buyer may return the Dog to the Breeder at any time. There will be no compensation to the buyer for purchase price, veterinary bills, fees, or travel costs. At the time of transfer the Buyer agrees to turn over all registration papers and medical records to the Breeder, thus transferring ownership back to the Breeder.
- h. If Breeder is not notified before the transfer of puppy/dog in any way a penalty of \$2,000 is owed by the Buyer to the Breeder.
- i. Buyer agrees to update the Breeder, especially with regards to the health and temperament of the dog (this helps us with our breeding program), at a minimum yearly. (We love updates as often as you want to send them!). Buyer agrees that Breeders may use update photos in future advertising. We are proud of our dogs and love to show them off!

Spay/Neuter and Breeding

It is required that you spay/neuter your puppy between the ages of 6-12 months unless otherwise agreed upon in writing. All puppies are sold on limited AKC registration only and are not to be bred either on



accident or on purpose. Permanent ownership of this dog is contingent upon your compliance. Proof of the spay/neuter must be received by Breeder within fourteen (14) days after the surgery. In the event that the dog's health does not allow this agreement to be honored, Breeder must be provided with a statement from your veterinarian that this dog is not yet in physical or emotional condition for surgery. Based upon the veterinarian's evaluation of this dog the Buyer will contact the veterinarian and establish the earliest date that the procedure can be performed. Buyer will notify the Breeder of this amendment in writing, at which time all other conditions of this agreement will apply and be enforced.

Buyer's Initials attesting they have read this page and agree to the conditions contained herein:

It is the responsibility of the Buyer, not the veterinarian, to ensure that the Breeder has received verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the Contract, and Buyer will transport this dog back to Breeder and will not be entitled to a refund or compensation.

Buyer agrees to have this dog spayed/neutered by no later than______, and understands that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. I also agree that should the puppy not be altered that I will return said puppy back to Breeder with no refund or compensation.

Breeder reserves the right to withhold AKC paperwork until proof of spay/neuter is provided.

Buyer agrees to contact the seller for advice and or assistance if the buyer finds that any of the above conditions cannot be adequately met.

Indemnity and Release

If any action or failure to act on part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person. Buyer agrees to pay any attorney fees, court costs, traveling fees, care expenses, and other miscellaneous expenses incurred by the seller in repossessing this dog due to breach of contract.

Breach and Termination

The gross breach by Buyer of any of the terms of this agreement shall be grounds for immediate action without refund, at the sole discretion of the Breeder. Breeder may in addition to the remedy of termination, sue for and recover from buyer actual damages, including reasonable attorney's fees and costs caused by any such breach, including, but not limited to, liquidated damages of \$1,500 for each puppy produced out of any breeding of said dog not allowed by this agreement. In the event of any gross



breach of contract, buyer does hereby agree that Breeder may also take immediate legal possession of the dog without any monetary reimbursement to the Buyer. The failure of Breeder to enforce any other provision of this agreement shall not constitute a waiver of the Breeder's rights to enforce any other provision of this agreement or to sue for breach of that or any other provision hereof.

The Buyer agrees that if any provision of this contract is found to be illegal or unenforceable, then that provision shall be severed, and the remaining provisions of this contract shall have full force and effect.

Buyer's Initials attesting they have read this page and agree to the conditions contained herein:

Limitation of Action

Any action or claim brought by Buyer against Breeder for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of Pennsylvania. Any litigation arising from any possible breach of this contract shall be adjudicated in the State of Pennsylvania. All parties hereby submit themselves to the jurisdiction of said courts.

PA Puppy Lemon Law

Buyer acknowledges receipt of pamphlet from Pennsylvania Attorney General regarding Buyers rights and responsibilities under "PA Puppy Lemon Law."

For further information concerning your rights under section 9.3 of the Unfair Trade Practices and Consumer Protection Law, contact: Pennsylvania Office of Attorney General, Consumer Protection Hotline (800) 441-2555, www.attorneygeneral.gov.

Entire Agreement

This agreement represents the entire agreement between parties. Breeder and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

By signature below, the Buyer and the Breeder affirm that they have read and understand this agreement and will abide by the articles of this agreement.

Date

Signature of Buyer

Date

Signature of Breeder

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Revised 10/5/20



Acknowledgement of Receipt

I acknowledge I have received the Dog into my possession.

Date

Signature of Buyer