**Alabaster Goldens**

Puppy Purchase Contract

We are very proud of the quality of our dogs and puppies that we have raised at Alabaster Goldens. We strive to breed dogs that are in accordance with the breed standards. It is important to us that you are getting a happy, healthy, well- adjusted Golden Retriever puppy and have done everything to our knowledge to do so.

Seller(s): Randy and Julie Lewis

 Alabaster Goldens

 6211 Studer Road, Little Rock, AR 72223

 Phone: (501) 951-2185

 Email: julie@alabastergoldens.com

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

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

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Buyer(s) shall pay $\_\_\_\_\_\_\_\_\_\_\_\_.00 for the purchase of a puppy from Alabaster Goldens in accordance with the terms and conditions set forth in this agreement. The seller will accept a non-refundable deposit of $500.00 to reserve a puppy. This deposit will be mailed/given with the puppy purchase agreement for the puppy identified below.

The full purchase price is $\_\_\_\_\_\_\_\_\_.00 and the balance of $\_\_\_\_\_\_\_\_\_.00 is due **two** weeks before the puppy is delivered by the Seller to the Buyer in order to allow processing time for the funds. If the Buyer would like the puppy shipped to them, crate, shipping, and any additional expenses will be the responsibility of the Buyer. **Buyer(s) Initials**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Seller hereby sells and will deliver to the Buyer(s) a \_\_\_\_\_\_\_\_\_\_\_\_\_\_(m/f) Golden Retriever puppy, whelped on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Dam** of this puppy\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Seller(s) Responsibilities and Limited Warranty**

The Seller(s) agree that:

1. The above puppy has been examined by a licensed Veterinarian and was found to be in good health;
2. This puppy is being sold as a pet and companion animal only.
3. 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 purpose of breeding: and **\*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 conformation at Dog Shows, but may compete in all other AKC events. The litter owner may later apply to change this designation and have the dog given full registration privileges, but a fee and special application are required for this change. The full registration can, at the Seller’s discretion, be obtained for an additional fee. If a dog purchased from Alabaster Goldens is bred without full registration, a penalty fee of $5000 will be paid to Alabaster Goldens by the Buyer. **Buyer’s Initial Here**.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. 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 defects, no guarantee will be given against them.

Seller’s Limited Warranty

The Seller hereby warrants **only** the following:

Should the animal purchased under this agreement be diagnosed by an Orthopedic Foundation Association (OFA) board certified specialist as being affected by hereditary defects of the hips, elbows, eyes, and/or heart, the Seller’s will take the puppy back and replace it with a puppy from another breeding **or** refund purchase price, so long as the said diagnosis and request for replacement happen within two years of the puppy’s whelping date for any purchased puppy suffering a hereditary defect of the hips, eyes, heart, and/or elbow(s). Dog must not be overweight.\_\_\_\_\_\_\_\_\_\_ **Buyer’s Initial Here.**

Alabaster Goldens makes no warranty as to the eventual personality of the animal due to the influence of environment and training techniques, or lack thereof.\_\_\_\_\_\_\_\_\_\_\_ **Buyer’s Initial Here.**

This limited warranty is given only to the original purchaser of the puppy sold under this agreement. This limited warranty is the only warranty given on the animal purchased under this agreement.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Buyer’s Initial Here.**

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

**Buyer’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*\*\***All Veterinarian fees and expenses shall be the responsibility of the Buyer(s). Under no circumstances shall Alabaster Goldens, its owners, operators, or employees be held responsible for any expenses for any puppy not in the possession of Alabaster Goldens.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Buyer’s Initial Here**.

**The Buyer’s Responsibilities**

The Buyer(s) agree to the following terms:

Examination: The purchased puppy will be examined by a licensed Veterinarian within 72 hours of receipt of the puppy. Proof of examination within 72 hours of receipt shall be provided to the Seller, at the Seller(s) request, should the 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 Alabaster Goldens premises.\_\_\_\_\_\_\_\_\_ **Buyer’s Initial Here**.

Acceptance of Animal “As-Is”: Buyer(s) agrees that, after 3 business days from the day upon which the Buyer(s) receive(s) the animal purchased under this agreement, Buyer(s) accept the animal “as-is” except for any veterinary doctor confirmed issues or problems with the animal’s hips, elbows, eyes, and/or heart, as stated in the Seller’s Limited Warranty above. \_\_\_\_\_\_\_\_\_\_\_\_**Buyer’s Initial Here.**

Medical Care and Treatment: The Buyer further agrees, as part of the 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, as well as any other needed veterinary care. The buyer also agrees that the dog will not be an outside only dog. \_\_\_\_\_\_\_\_\_\_\_**Buyer’s Initial Here**.

Grooming and Training: Buyer(s) agree that he/she/it will groom, train, and care for this dog in a manner consistent with the high quality animal husbandry practices and those endorsed by the Breeder and the American Kennel Club.

Naming: Buyer(s) agree that he/she/it will use the prefix **Alabaster** at the beginning of the dogs registered name. \_\_\_\_\_\_\_\_\_\_\_\_\_**Buyer’s Initial Here.**

Never Surrender: Buyer(s) agree(s) this dog will never be surrendered/rehomed to any humane society, animal rescue group or shelter or be sold to anyone without contacting Alabaster Goldens. Alabaster Goldens has the right of first refusal for any dog purchased from our breeding program. Alabaster Goldens 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 Alabaster Goldens. \_\_\_\_\_\_\_\_\_\_\_\_**Buyer’s Initial Here.**

Costs of All Returns: Should an animal purchased under this agreement be returned for any reason whatsoever, the Buyer(s) accept 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, the Buyer(s) shall be responsible for any and all costs, charges, and/or fees associated with the transportation of the exchanged animal from the Seller(s) to the Buyer(s). \_\_\_\_\_\_\_\_\_\_ **Buyer’s Initial Here.**

No purpose other than having a pet: Buyer(s) agree 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 that the animal purchased from Alabaster Goldens is purchased to be the Buyer’s pet.\_\_\_\_\_\_\_\_\_\_\_\_\_ **Buyer Initial’s Here**

No breeding: Dog will never be bred unless discussed with Alabaster Goldens first and AKC full registration is obtained by Alabaster Goldens. If dog is bred without consent of Alabaster Goldens, there is a penalty of $5000 owed to Alabaster Goldens by the Buyer of the puppy.

**Buyer Initial’s Here\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Covenant not to disparage: Buyer(s) understands that the eventual personality and/or behavioral traits of the dog purchased under this agreement cannot be guaranteed. As such, and knowing that any disparaging remarks against Alabaster Goldens, its owners, operators, or employees will result in irreparable harm to Alabaster Goldens and its business, Buyer(s) agree(s) to refrain from making any disparaging remarks or comments, whether publicly or privately made, concerning Alabaster Goldens, its owners, operators, or employees, or the dogs bred at, or purchased from, Alabaster Goldens. Buyer(s) agree to pay liquidated damages of $5000.00 for each and every disparaging remark made. \_\_\_\_\_\_\_\_\_\_\_\_\_**Buyer’s Initial Here.**

**General Terms**

Venue: The parties to this Agreement agree that venue for all disputes concerning this agreement, or concerning the parties’ performance under this agreement, shall be in Pulaski County, Arkansas.

Jurisdiction: The parties to this agreement agree and consent to jurisdiction over them by the Pulaski County District Court and the Pulaski County Circuit Court, and agree to have either court exercise jurisdiction over them for any and all disputes concerning this agreement, or concerning the parties’ performance under this agreement.

Choice of Law: The parties to the agreement agree that law governing any and all disputes concerning this agreement, or concerning the parties’ performance under this agreement, shall be the laws of the State of Arkansas.

Attorney’s Fees: Should an action be brought in Pulaski County District Court of Pulaski County Circuit Court for purported violations of the terms of the agreement, the prevailing party shall be entitled to an additional award of reasonable attorney’s fees and costs. The prevailing party shall be determined by the judge, magistrate, commissioner, or other judicial figure who presides over any such proceeding.

**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 the agreement and further acknowledges receipt of a copy of this agreement.**

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

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

Seller(s) Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_