

Trinity Retrievers
1006 Old Brickyard Rd
Irmo, SC 29063
[\(954\) 213-9089](tel:9542139089)

AGREEMENT FOR SALE OF GOLDEN RETRIEVER PUPPY

THIS AGREEMENT for the sale of a Golden Retriever Puppy (the "Agreement") is made this _____, by and between Kristin DeVito ("Seller") and _____ ("Buyer"), whose address & phone number are:

Seller: Kristin DeVito, is the breeder of a litter of Golden Retriever puppies. The sire of the litter is _____ and the dam is _____ with a whelping date of _____. Buyer wishes to purchase from Seller and Seller desires to sell to Buyer one: **female/male** golden retriever puppy (the "Puppy") from the above-described litter. Subject to the terms and conditions of this Agreement the parties agree to the terms and conditions set forth herein.

- **Purchase Price.** The purchase price for the Puppy shall be the \$4,000.00 USD (the "Fee"). At the time of execution of this Agreement, Buyer shall pay to Seller a deposit in the amount of \$2,000.00. The remaining \$2,000.00 shall be due and payable at the time of Delivery. The Fee is payable by either cash or cashiers check.
- **Delivery.** At a mutually agreed upon date and time Seller shall deliver to Buyer the Puppy (the "Delivery"), along with the following (in no event shall this date and time be sooner than eight weeks after the Puppy's whelping date):
 - A copy of health record indicating the vaccinations the Puppy has received;
 - An executed copy of this Agreement;
 - A pedigree of the Puppy, together with copies of any genetic clearances of the sire and dam.
 - Any cost of delivery shall be borne by the Buyer unless otherwise agreed to by Seller. Buyer will make arrangements to pick up the Puppy, or have the Puppy shipped, which arrangements must be reasonably satisfactory to Seller in terms of time and safeguarding of the Puppy's health and welfare.
- **Registration Type:**
- **LIMITED REGISTRATION ONLY:** An AKC limited registration slip indicating the Puppy is being sold to the Buyer on a limited registration basis, which prohibits the breeding of the Puppy. Buyer acknowledges and agrees that Buyer will spay or neuter the Puppy AFTER the growth plates have set unless previously discussed and agreed upon with Seller (this usually is between the age of 15 to 18 months for males and 12 to 14 months for females); or
- **Buyer's Representation and Warranties.** Buyer hereby represents and warrants to Seller the following.
 - Buyer will ensure the Puppy is seen by Buyer's own licensed veterinarian within 72 hours of Delivery;
 - Buyer will provide the Puppy at all times with adequate food, water, shelter, and veterinary care;
 - Buyer agrees to spay or neuter Puppy AFTER the growth plates have set unless previously discussed and agreed upon with Seller (this usually is between the age of 15 to 18 months for males and 12 to 14 months for females);
 - The Puppy shall live as an indoor pet and member of Buyer's family;
 - Buyer will name the Puppy on the AKC registration slip with a name beginning with the word Trinity's and continuing with a name that includes the theme of Sellers Choice; Buyer will not allow Puppy to ride in the back of an open bed truck.
 - Puppy shall be in a fenced yard, run, enclosure or on leash at all times, when not in house, and will NEVER be allowed to roam free; and
 - Buyer will obtain all appropriate vaccinations for the Puppy as may be necessary throughout the Puppy's life, and will start the Puppy on heartworm preventative as soon as Buyer's veterinarian recommends and will continue such preventative for the rest of the Puppy's life.

- Seller's Representation and Warranties. Seller hereby represents and warrants that the Puppy is a purebred Golden Retriever from the litter described above. NO OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED ARE GIVEN BY THE SELLER AND ALL DOGS ARE SOLD IN "AS IS" CONDITION. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY EXCEED THE FEES COLLECTED UNDER THIS AGREEMENT.
- Seller's Guarantee and Disclaimer.
- The pedigrees and genetic clearances provided to the Buyer are true and correct to the best knowledge of Seller;
- As of the date of the delivery of the Puppy that the Puppy has no apparent disease, genetic defect, or disability; and
- The Puppy has been given the vaccinations set forth in the health record.

Seller expressly disclaims any damages to persons or property once the Puppy has left Seller's premises even if co-owned by Seller.

- Seller Recommendations. Buyer understands that Seller strongly encourages Buyer and Puppy to attend a minimum of one complete training program (obedience classes). Buyer understands that Puppy should not be allowed to become overweight. Obese dogs are more prone to structural problems.
- Notifications. Buyer will promptly notify Seller of any change in Buyer's address or phone number. Buyer further agrees to promptly respond to inquiries from Seller regarding the Puppy.
- Transferability. Buyer shall have no right to sell, transfer, assign, gift or lease the Puppy to any other person or entity without the prior written approval of the Seller. Should all named Buyer(s) die during the lifetime of the Puppy, Seller shall be promptly notified, and Seller shall have the right (but not the obligation) within 30 days to notify Buyer's estate that Seller chooses to have the Puppy returned to Seller for the sum of the Purchase Price listed herein, and transferred into Seller's name, and Buyer's heirs, administrators and executors shall agree to execute all documents necessary to effectuate such transfer. BUYER WILL UNDER NO CIRCUMSTANCES RELEASE, SELL OR DONATE THE PUPPY TO ANY SHELTER, RESCUE SERVICE, HUMANE SOCIETY, OR RESEARCH FACILITY.
- Return. If for any reason Buyer decides that Buyer no longer wants the Puppy, Buyer shall immediately notify Seller, and Seller shall have the option to take Puppy from Buyer, and Buyer shall execute all appropriate documentation transferring the Puppy to Seller. Seller has the option to refund purchase price ONLY if Seller is able to resell Puppy, less any associated expenses.

Buyer has read and understands the foregoing and agrees that all sections herein constitute a binding agreement. By signature below, Buyer acknowledges that he or she has read and understands this Agreement, and realizes that the Agreement contains obligations that the Buyer is willing to undertake.

"Buyer"

Name: _____

Signature: _____

Date: _____

"Seller"

Kristin DeVito

Signature: _____

Date: _____

trinitygoldens@gmail.com