

# Clarkcreek Golden Retrievers

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## AGREEMENT FOR SALE OF GOLDEN RETRIEVER PUPPY

This agreement for Sale of Golden Retriever Puppy is made this \_\_\_\_\_ day of \_\_\_\_\_  
2007, by and between Stephen Johnston and Melissa Johnston DBA CLARKCREEK  
GOLDEN RETRIEVERS ("seller") and \_\_\_\_\_ ("Buyer")  
whose address and phone number are: \_\_\_\_\_.

**SELLER** is the breeder of a litter of Golden Retriever puppies. The sire of the litter is:  
**Am/Can Ch Pebwin Making The Odds SM923924/01**

The dam of the litter is: **Ch Clarkcreek Isadora Growlsellini SR164433/01**

The expected whelp date or date of birth of the litter is, **October 8, 2007**.

**BUYER** wishes to purchase from Seller and Seller desires to sell to Buyer one  
male/female (circle one) golden retriever puppy, from the above-described litter (the  
"puppy"), all upon the terms and conditions set forth herein.

**PURCHASE PRICE** The purchase price for the Puppy shall be the sum of \$1,500.00  
One thousand, five hundred dollars, which is the LIMITED REGISTRATION/FULL  
REGISTRATION price. This price is payable as follows;

- A. One hundred and no/100 Dollars upon the execution hereof,  
nonrefundable  
to Buyer (if Puppy is Not purchased); and
- B. The balance of purchase price is due and payable to Seller upon Puppy  
reaching six weeks of age. If payment is made by personal check the six  
week mark permits Buyer time to insure the  
check will be paid by proper institutions before the Puppy or the AKC  
registration papers are to be  
released to the Buyer.

**DELIVERY** At a mutually convenient time, but in any event not sooner than seven weeks  
after the Puppy's birth date, Seller shall deliver to Buyer the Puppy, along with the  
following;

A pedigree of the Puppy, together with copies of all genetic clearances of sire and dam  
An executed copy of this Agreement  
A copy of health record indicating the inoculations the Puppy has received (which shall  
include Parvo and one 5-way Puppy shot)  
Puppy's AVID microchip number

### LIMITED REGISTRATION ONLY:

An AKC registration slip with limited box marked indicating the Puppy is being sold to  
Buyer on a limited registration basis, which prohibits the breeding of the Puppy.

#### **FULL REGISTRATION ONLY:**

An AKC registration slip indication co-ownership of the Puppy by Seller and Buyer, signed by the Seller and to be signed by the Buyer and sent to the AKC with the appropriate fee to register the Puppy.

A co-ownership agreement between Seller and Buyer.

The cost of delivery shall be borne by the Buyer unless otherwise agreed. Buyer will make arrangements to pick up the Puppy, which arrangements must be reasonably satisfactory to Seller in terms of time and safeguarding of the Puppy's health and welfare.

(This guarantee applies only to the original buyer.)

#### **SELLER'S REPRESENTATIONS AND WARRANTIES**

The Puppy is whelped from a litter bred by the sire and dam described herein, and to the best knowledge of Seller, the pedigrees and genetic clearances provided to Buyer are true and correct.

The Puppy has the inoculations set forth in the health record and has had identifying AVID microchip placed in shoulder area.

To the best of the Seller's knowledge, at the time of the delivery of the Puppy to Buyer, the Puppy is in good health and appears to have no genetic defects or deformities.

#### **FULL REGISTRATION ONLY:**

To the best of the Seller's knowledge, at the time of delivery of the Puppy to Buyer, the Puppy appears to have no defects that would prohibit the Puppy from conforming to the official Golden Retriever Club of America breed standard.

#### **BUYER'S REPRESENTATIONS and WARRANTIES**

Buyer will have the Puppy examined by a veterinarian within ten (10) days of delivery to Buyer to confirm the health of the Puppy. If, as a result of the examination, the Veterinarian determines that the puppy/dog is not in good health, then the Buyer shall elect to keep the puppy/dog or return to the Seller for a refund, provided it is in the same condition as at the time of purchase. If the Buyer elects to return the puppy, Buyer shall, within 10 days after the date of the signing of this contract, send to Seller by certified mail a written Veterinarian's certificate stating that the puppy/dog was in ill health when examined. Upon receipt by Seller of said certificate, Buyer shall be obligated to refund all monies received from the Buyer toward the purchase price of the puppy/dog, and further performance under this contract shall be null and void. All action taken to return the puppy/dog shall be done with the best interest of the puppy/dog in mind including temperature at time of shipment, non-stop flights, etc. Costs and related expenses of returning the puppy/dog to Seller shall be Buyer's sole obligation.

Buyer will maintain the Puppy in good physical and mental health, following the Colorado State University recommended vaccination schedule and bi-annual worming with yearly well pet care vet visits. Buyer will start the Puppy on the heartworm/flea preventative, SENTINEL at 12 weeks of age.

Buyer will house the Puppy in the owners HOME. Our puppies are placed first and foremost as companions. That means this puppy must be housetrained and live primarily IN THE HOUSE of its owner. Spending time outdoors in a run or a doghouse is fine as long as the dog spends most of his/her waking hours with human contact.

Buyer will keep Puppy in a fenced yard or pen when outside, will never be allowed to roam free and will not be chained outside.

Buyer will maintain the Puppy at the ideal weight for his/her structure throughout his/her entire lifetime: with special consideration given to its first 24-month period. The puppy will not be allowed to become overweight/underweight or unduly stressed due to overfeeding/underfeeding or overworking or over supplementation.

Buyer agrees the Puppy will not be road worked or forced over high jumps until he/she is at least 24 months old

Buyer agrees puppy is NOT to be fed puppy food after 4 months (12-16 weeks) of age. Puppy will be fed a quality dog feed for its entire life. (examples; Eukanuba, Iams, Solid Gold, Nutro, Purina Pro Plan)

**Buyer and Puppy will attend together a minimum of one complete obedience training program, which program must be attended prior to the Puppy reaching one (1) year of age. This puppy will ALWAYS be a house member, living inside with humans. The owners also agree to take one class after Puppy Kindergarten, Beginner Obedience with this puppy with WRITTEN proof of both classes completed forwarded to breeder. This puppy is to be sold on FULL AKC REGISTRATION and Co-Owned with the breeder. At 24 months of age the breeder will pay for OFA hip, elbow clearance and CERF eye clearance and cardiac clearance with a vet cardiologist. IF at this time the pup does not clear he/she may be spayed/neutered. IF the breeder does need the pup for a future breeding the owners will be notified at this time. Otherwise they may be spayed/neutered at the owners discretion.**

Buyer will name the Puppy on the registration slip with a name beginning with the word CLARKCREEK and continuing with a name that follows the following litter theme: **EVEN**

Buyer will immediately notify Seller if at any time during the life of the Puppy the Buyer does not/or cannot keep it. 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 Seller. Should all named Buyer(s) die during the lifetime of the Puppy, Seller shall be promptly notified, and Seller shall have the right (not the obligation) within thirty (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 OR AGENCY, HUMANE SOCIETY OR RESEARCH FACILITY.**

FULL REGISTRATION ONLY- Buyer agrees that Buyer will not use the Puppy for breeding purposes, without the prior consent of Seller, unless Buyer has provided Seller with the following: **1.** Copy of OFA hip rating showing the Puppy is free from hip dysplasia. **2.** Copy of certification from an ophthalmologist that the Puppy is free from inherited eye disease or defect. **3.** Copy of certification from a board certified cardiologist that the Puppy is free from subvalvular aortic stenosis. **4.** Personal examination of the Puppy by Seller or copy of certification from veterinarian that the Puppy has a scissors or even bite, if male, both testicles, no more than two missing teeth genetically and is a size and color within the Golden Retriever Club of America breed standard. **5.** Copy of information showing that the Puppy has obtained a minimum of any of the following: points or reserve winners placements in AKC licensed or member conformation shows; or a WC, or leg on any AKC or UKC or NAHRA hunting title; or placement or JAM in any AKC licensed field trial stake; or a leg on any AKC or UKC or USDAA or NADC obedience title or tracking title or agility title; and **6.** Copies of information showing that the dog to which the Puppy is to be bred has an OFA rating showing the dog is free from hip dysplasia, certification from an ophthalmologist that the dog is free from inherited eye

disease or defect, certification from board certified cardiologist that the dog is free from subvalvular aortic stenosis, a scissors or even bite, if male, both testicles, no more than two missing teeth genetically and a size and color within the Golden Retriever Club of America breed standard. The dog must also have obtained a minimum of any of the following: points or reserve winners placements in AKC licensed or member conformation shows; or a WC, or leg on any AKC or UKC or NAHRA hunting title; or placement or JAM in any AKC licensed field trial stake; or a leg on any AKC or UKC or USDAA or NADC obedience title or tracking title or agility title. **7.** All puppies from any litter out of the Puppy must be sold on written agreements with appropriate guarantees and obligations including spay/neuter or limited registration requirements for puppies not place in active working homes as may be mutually agreed upon by Seller and Buyer. Seller shall sell the puppies only to responsible homes after interviewing each potential purchaser, and shall not sell any puppies to any pet store, re-seller, broker, high volume commercial puppy breeding facility or research facility. **8.** If all of the foregoing are provided to Seller, Seller shall promptly sign any necessary registrations or other documents to permit registration of litter from the Puppy, as may be requested by Buyer. Except as set forth in paragraph IV of this Agreement (see co-ownership agreement), Seller shall have no right, title or interest in and to any puppies from any litter of the Puppy or proceeds from the sale of such litter.

**LIMITED REGISTRATION ONLY-** The Puppy is being sold on a LIMITED REGISTRATION, which precludes the breeding of the Puppy. Buyer acknowledges and agrees that Buyer will spay or neuter the Puppy by twelve (12) months of age and provide Seller with a copy of the veterinarian report confirming same. Buyer may change a Limited Registration to a Absolute/FULL registration prior to the Puppy's twelve (12) month upon written approval of Seller.

**SELLER'S GUARANTIES** so long as Buyer complies with the terms of this Agreement, Seller guarantees the Puppy as follows;

Seller guarantees that as of the date of delivery of the Puppy that the Puppy has no disease or apparent genetic defect or disability.

**FULL REGISTRATION ONLY**

Seller hereby fully guarantees for the lifetime of the Puppy that the Puppy will be free from the following: **1.** genetically inheritable cataracts, entropion, ectropion or PRA **2.** genetically inheritable hip dysplasia as described by the OFA, slipping patella or kneecap, or elbow dysplasia **3.** genetically inheritable subvalvular aortic stenosis (SAS) **4.** genetically inheritable epilepsy **5.** any genetically inheritable disqualifying fault as set forth under the current Golden Retriever Club of America breed standard, including monochromism, more than two missing teeth, undershot bite, oversize or undersize, or disqualifying markings. THIS GUARANTEE DOES NOT COVER SHOW, OBEDIENCE, PERFORMANCE OR FIELD ABILITY OR PROPENSITY.

**LIMITED REGISTRATION ONLY**

Seller hereby fully guarantees for the lifetime of the Puppy that the Puppy will be free from the following: **1.** genetically inheritable cataracts, entropion, ectropion or PRA so severe that they prohibit the Puppy from living a normal, active life as a pet and companion **2.** genetically inheritable hip dysplasia as described by the OFA, slipping patella or kneecap, or elbow dysplasia so severe that they prohibit the Puppy from living a normal, active life as a pet and companion **3.** genetically inheritable subvalvular aortic stenosis (SAS) so severe that they prohibit the Puppy from living a normal, active life as a pet and companion **4.** genetically inheritable epilepsy

Should any of the items listed above become applicable to the Puppy, then Buyer shall submit to Seller the appropriate information detailing the same from OFA or a radiologist (hips, knees, elbows) ophthalmologist (eyes), cardiologist (heart), or veterinarian (teeth, monochromidism, epilepsy, breed standard disqualifications) in writing. Seller shall have the absolute right to have the Puppy examined by Seller's specialist or veterinarians at Seller's expense to confirm the diagnosis. Should the diagnosis be confirmed by both, Buyer shall have the following options; Have Buyer's purchase price refunded in full OR Have the right to receive another puppy from another litter bred by Seller, if any litters are available or will be available within the next twelve (12) months. Should Seller's veterinarian or specialist disagree with Buyer's diagnosis, then, at the option of either Seller or Buyer, both Buyer's specialist or veterinarian and Seller's specialist or veterinarian shall mutually choose a third specialist or veterinarian to review the issue and give a diagnosis, whose fees shall be shared equally between Seller and Buyer. The majority decision of the three specialists or veterinarians will prevail.

**VIII. RETURN** If for any reason Buyer decides that Buyer no longer wants the Puppy, Buyer shall immediately notify Seller, and Seller shall take the Puppy from Buyer, and Buyer shall execute all appropriate documentation transferring the Puppy to Seller. There shall be no refund of the purchase price for this return.

**IX. DEFAULT** Should Buyer default in any of the provisions set forth in this Agreement, Seller shall have all rights and remedies available at law or equity, including the right to retrieve the Puppy as follows; Seller shall retain a first and prior lien on the Puppy for the lifetime of the Puppy. Should Buyer default in any of Buyer's obligations contained herein, Seller shall give Buyer written notice of the default, and if Buyer has not cured such default within ten (10) days of the date of the notice, Seller shall have the right to enter upon the premises of the Buyer, without being liable for trespass or breach of peace, and remove the Puppy in enforcement of Seller's lien. Buyer hereby appoints Seller Buyer's attorney in fact in transfer the title to the Puppy in the event of any such uncured default. \*Cruelty or neglect of if the Puppy shall be deemed to exist if Puppy is inadequately maintained for health reasons (Routine yearly Vet exams, boosters, socialization/basic obedience training, food, water, housing, shade, exercise, no physical grooming, obesity or malnourished, under-weight) or repeatedly running at large creating a public health, welfare and safety nuisance.

**X. BUYER'S ACKNOWLEDGEMENTS** By signing below, Buyer acknowledges that it has read and understood this Agreement, and realized that the Agreement contains obligations that Buyer is willing to undertake. Buyer further acknowledges that Buyer is purchasing a living, breathing animal for which Buyer will be responsible for the Puppy's lifetime, which is substantial commitment. Seller guarantees to Buyer that the Puppy will be a wonderful, loving companion to Buyer and his/her family for the Puppy's entire lifetime.

EXECUTED IN MULTIPLE COUNTERPARTS AND ENFORCEABLE IN MERCER COUNTY, PENNSYLVANIA.

"BUYER"

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“SELLER”

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Stephen C. Johnston & Melissa S. Johnston