

PURCHASE AGREEMENT FOR A DOG/PUPPY

AM GOLDENS, LLC
PO Box 253
Apple Creek, OH 44606
amgoldenretrievers@gmail.com

This Agreement for Purchase of a Golden Retriever dog or other canine ("Purchase Agreement") is made this _____ day of _____, 20 _____ by and between AM Goldens, LLC an Ohio Limited Liability Company, ("Breeder") and _____ ("Buyer") of _____.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this contract (Contract), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Purchase Price:

The total purchase price of the Dog is _____. Upon payment of the full purchase price, the Seller grants, conveys, and transfers ownership of the following dog to the Buyer:

Name of Dog:	
Breed:	Color:
Date of Birth:	Sex:
Registration #	
Sire Name:	Sire Registration #:
Dam Name:	Dam Registration #:
State of Health:	

Deposit, Payments

Buyer shall make a non-refundable deposit of \$350.00 at the time of execution of this Purchase Agreement. The remaining balance shall be paid at least five (5) days prior to shipment of the Dog to the Buyer, or, if Buyer shall pick up the Dog, then at least five (5) days prior to pick-up. Payment may be made by cash, cashier's check, money order or _____.

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 5 days of the agreed delivery date.

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

In the event that the Dog is not available due to sickness, death, or any other circumstances owing to the fault of Breeder, Buyer's despoit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of \$_____ per day will be charged for each day the Dog is boarded by Breeder past the delivery date.

Shipping:

In the event the Dog is to be shipped to the Buyer, the Buyer shall be responsible for all associated costs of transportation, including, but not limited to, transportation to the airport, shipping crate airfare, and a vet

certificate.

Total Shipping Cost : _____

Buyer acknowledges that the dog will be (*circle one*): picked up shipped

Registration and Transfer of Ownership

This Dog is registered with the American Kennel Club (AKC), with both the Sire and Dam purebred and AKC registered. Upon payment in full of the Purchase Price, Breeder shall promptly take all actions to officially transfer ownership and registration of the Dog to Buyer.

Breeder's Representations and Warranties:

Breeder represents and warrants to Buyer that:

- (a) Breeder is the legal and true owner of the Dog and 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) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
- (d) The Dog is in good health and free of communicable disease at the time of this sale. Buyer has 2 days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 2 day period will nullify this warranty.
- (e) The dog has been loved daily and properly cared for and has been checked by a veterinarian prior to the execution of this Purchase Agreement. The Dog has received its first shots as prescribed by a veterinarian and has been de-wormed. Immunization and de-worming records will be furnished at the time of pick-up or included with shipment. At the time of signing this document, both the Sire and Dam have NOT been affected by cancer or epilepsy, and does not exhibit allergic reactions to normal environmental stimuli.
- (f) The Breeder agrees that if your Dog should die from a serious medical condition or genetic condition (not to include accidents or conditions caused by negligence of yourself or others), Breeder will either replace your dog free of charge, or refund the purchase price. Breeder will NOT pay for veterinarian bills for any reason whatsoever. The Breeder does not assume any liability for any injury or veterinarian expenses once picked up by the Buyer or safely delivered by Breeder to the airport personnel.
- (g) Breeder has exercised ethical practices in accordance with the current standard of breeders to produce sound, healthy puppies.

Fitness of Purpose:

The Breeder's puppies are primarily intended for families who desire a companion pet. Breeder does not provide any warranty as to the Dog's fitness for any specific purpose, such as therapy, obedience, or working dogs, or show ring performance and/or breeding purposes.

Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury death, or liability, Buyer agrees to defend, indemnify, and hold Breeder harmless and to pay all of Breeder's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Breeder from any and all liability, costs or damages caused by the Dog after placement with Buyer, including but not limited to damage or destruction of property, and injury to any person.

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 construed in accordance with the laws of the State of Ohio.

Entire Agreement

This Contract shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in the Contract. Any modification of the Contract shall be

binding only if placed in writing and signed by each party or an authorized representative of each party.

Severability

If any term or provision of the Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other terms or provisions of the Contract or invalidate or render unenforceable such terms or provisions in any other jurisdiction.

Successors and Assigns

The Contract is binding on and inures to the benefit of the parties and their respective successors and assigns.

Arbitration

Any dispute between the parties, not solely related to the past due payment of the Customer, shall be arbitrated in Holmes County, Ohio.

Seller

Buyer

AM GOLDENS, LLC

By: _____
Printed Name

Printed Name

Signature

Signature

PO Box 253, Apple Creek, OH 44606
Address

Address

330-317-0445
Phone

Phone

amgoldenretrievers@gmail.com
Email

Email