



UPPER PARK GOLDENS L.L.C.
Puppy/Dog Purchase and Guarantee

Jessica Jueckstock - Owner
113 Wine Blossom Drive
Chico, CA 95973
530-518-6601
upperparkgoldens@gmail.com

This agreement dated _____ is between **Upper Park Goldens L.L.C.** and

_____.

Breeder:
Upper Park Goldens L.L.C.
113 Wine Blossom Drive Chico, CA 95973
530- 518-6601
upperparkgoldens@gmail.com

Buyer Name : _____

Street: _____

City/State/Zip: _____

Phone: _____

Email _____

Upper Park Goldens will release to the Buyer a registrable AKC Golden Retriever puppy as described below:

- Sex of Puppy: _____
- Registry: _____
- Dam: _____
- Dam AKC Registration #: _____
- Sire: _____
- Sire AKC Registration #: _____

Full Purchase Price \$3500 + (7.25 % CA sales tax)

Deposit paid in the amount of : \$500 on _____(date).

Remaining Balance in the amount of \$ 3000 + (7.25 % CA sales tax) Due upon Adoption Day.

Adoption day is a mutually agreed upon date after the puppy has reached at least 8 weeks of age.

The breeder and Buyer agree as follows: (Initial each of the following)

- 1. Deposit:** A non-refundable deposit of \$500 shall be due and paid to the breeder upon execution of this Agreement. The deposit shall be applied to the final purchase price. Buyer acknowledges that breeders cannot control litter sizes and that the wait time for puppies can be longer than expected. Buyer acknowledges that the deposit is non-refundable. However, if a puppy that meets Buyer's identified preferences is not available, buyer may elect to have the deposit transferred to the next litter or have the deposit refunded. **Int:** _____
- 2. Purchase Price.** The full purchase price of \$3500.00 is agreed with the balance due in full upon buyer's pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by the buyer. All payments due under this agreement shall be made in US dollars and paid to Breeder via Payments through PayPal, Venmo, or Cash. **Int:** _____
- 3. Limited Registration.** The puppy/dog is a purebred Golden Retriever registrable with AKC and is being sold with limited registration. Breeder agrees to provide Buyer with all AKC registration papers. As such, the puppy/dog is not eligible for exhibiting in Conformation, but may compete in other performance events, such as Agility, Obedience, and Rally. The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for AKC registration.
- 4. Registration by Buyer.** Buyer shall register the puppy/dog with AKC and provide Breeder a photocopy of the puppy/dog's AKC registration as promptly as possible after receipt. **Int:** _____
- 5. Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced offspring, [(a)] Buyer

must return the puppy/dog to Breeder immediately and pay breeder \$5000 per litter of offspring and (b) all of Breeder's warranties set forth in this agreement will become null and void. **Int:** _____

Breeder's Obligations. Breeder represents and warrants the following:

- 1. Ownership.** Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to the Buyer. Ownership of the puppy will be transferred to Buyer upon payment of the full Purchase price due at pick up.
- 2. State of Health; Short term Health Warranty.** The puppy/dog was previously examined by a licensed veterinarian and was found to be in good health at that time and has had the immunizations enumerated in the health records provided to Buyer. Buyer, at their own expense, must give the puppy/dog an examination by a licensed veterinarian within 72 hours of release of puppy **Int:** _____ If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the purchase price. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes any health issues caused by Buyer's ill-treatment, abuse or neglect, and health issues that result from transportation from Breeder to Buyer and all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress, colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus) UTI's, vaginitis, or umbilical hernias.
- 3. Lifetime Genetic Health Guarantee.** Our guarantee covers all the genetic diseases that are common in Golden Retrievers. They include PRA-1, PRA-2, ICT, MD, NCL, and PRA-PRCD. A certified veterinarian must confirm any "Affected" genetic diseases through blood or saliva DNA samples. If the dog is confirmed to be affected by any of the diseases listed above, two options would be available. Half the purchase price less deposit will be returned to the Buyer if the buyer chooses to keep said puppy/dog. If a buyer would like a full replacement puppy, he/she must return the original puppy and pay all fees associated with returning the original puppy to the breeder and a comparable puppy will be offered as replacement when available. Currently, we do not make any guarantees for hips, elbows, heart, or eyes but alternatively test all our breeding bitches/studs prior to having puppies. Buyers can confirm that no hereditary health conditions will be passed to offspring. Due to such a high percentage of canine hip and elbow dysplasia being related to poor nutrition and environmental stress or injury to the joint, we recommend a high-quality food designed specifically for large breed puppies, limited rough play and rigorous exercise during the first year of life while joints are more susceptible to damage. Diet plays a significant role in eye and heart health as well. Poor diet can lead to both heart failure and nutritional cataracts which are in no way genetically passed.

Buyer's Obligations, Buyer agrees to the following:

- 1. Proper Care.** Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common diseases.

2. **Veterinary Care.** Buyer will also provide the following veterinary care: routine vaccinations and/or titers, Routine treatment for internal and external parasites, and annual examination by a licensed veterinarian.

Care to Prevent Orthopedic Conditions. Buyer will provide the following care:

1. **Proper nutrition** to support ideal growth and maintain optimum body condition. Buyer will not overfeed puppy/dog nor allow it to become overweight.
2. **Proper daily exercise** to maintain the puppy/dog in good condition, but no forced exercise (jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
3. **Avoidance of stress injuries**, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the dog is full grown or approved by a licensed veterinarian.
4. **Sale Prohibition.** Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees the puppy/dog shall not be used for purposes of vivisection or research. Buyer also agrees that puppy/dog will not be sold by or through any commercial broker or wholesale establishment, any chain store, or pet store.
5. **Restrictions on Transfer.** If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog or (b) re-homed by Buyer with Breeder's prior approval, in each case without any refunds or payments due to Buyer. Breeders may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase price.
6. **Spay/Neuter Provision** The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than 2.5 years and not before 1 year of age and providing proof of such procedures to Breeder if requested. **Int:** _____

Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in the agreement being null and void.

1. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/ dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse, neglect, (a) Breeder has the right to take full possession of the puppy/dog [and its duly signed {registry} transfer papers/ registration] and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of puppy/dog in accordance with this section, Buyer shall not be

entitled to any refunds of any payments made to Breeder..

2. **Agreement to Mediate.** If a dispute arises out of or relates to this agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based in terms acceptable to the mediator and/or mediation service provider.

3. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with the Laws of California without regard to the conflicts of laws provisions thereof.

4. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions, and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations under this agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

In Witness Whereof, Breeder and Buyer have executed the Agreement effective as of the effective date.

Breeder: Upper Park Goldens L.L.C. Owner: Jessica Jueckstock

Breeder Signature: _____ Date: _____

Buyer Name: _____ (print name)

Signature: _____ Date: _____