

SILVERMINE KENNEL

Puppy Purchase Agreement (Breeder)

As breeders, our main goal is to achieve by and through selective breeding, Golden Retrievers that possess the soundness, natural ability and personality that is reflected in the breed standard and to attempt to do all that is possible to achieve and promote these qualities.

The following sale and agreement is made and entered into by and between the following persons and is effective this the _____ day of _____, 200_____.

Mike and Claudia Denny
(Seller)(s)

(Buyer)(s)

Silvermine Kennel
1873 Wright Road

(Address)

Greensburg, KY 42743

(City, State, ZIP)

Phone 1-(270)-932-6185

Fax

(Phone)

goldens@silverminekennel.com

(e-mail)

Please make all checks payable to Mike Denny.

Buyer shall give consideration in the form of the purchase price of \$_____.00, and performance in accordance with the terms and conditions set forth in this agreement.

Seller shall give consideration in the form of delivering the purchased animal, and the terms and performance in accordance with conditions set forth in this agreement.

The Seller hereby accepts a non-refundable deposit of Five Hundred Dollars (\$500.00), which deposit shall be given/mailed to Seller with the contract agreement, toward the purchase of the puppy identified below.

The Seller, upon receipt of the above mentioned Five Hundred Dollar (\$500.00) deposit, shall acknowledge that the Buyer is purchasing a puppy with **unlimited registration** as defined by the American Kennel Club ("AKC"). The \$500.00 deposit is non-refundable except if enough puppies are not whelped to supply the Buyer.

The full purchase price is \$_____.00 and the balance of \$_____.00 is due in full before the puppy is delivered by the Seller to the Buyer. Crate, Shipping, and any additional Handling expenses are the responsibility of, and shall be paid by, the Buyer. The current flat rate for this service is Four Hundred Dollars (\$400.00). Buyer agrees to this additional charge for this additional service.

Buyer Initials

The Seller hereby sells and will deliver to the buyer a _____ Golden Retriever Puppy, whelped on _____, 2008.

Sire of this puppy is: _____ owned

by _____.

Dam of this puppy is: _____ owned

by _____.

The consideration of this sale shall be the sum of \$_____.00. All applicable terms and conditions below will apply, except that this puppy is sold with **unlimited registration**.

SELLER REPRESENTATIONS AND LIMITED WARRANTY

Seller Representations. The Seller represents that:

- (a) the above puppy has been examined by a licensed Veterinarian and was found to be in good health;

- (b) the application for registration of this puppy is **unlimited*** as defined by the American Kennel Club (“AKC”) and this puppy may be bred; and
- (c) reasonable precautions have been taken to prevent this puppy from acquiring hereditary defects of the hips, eyes and heart. However, due to unknown hereditary and environmental causes of such defects, no guarantee will be given against said defects.

Seller’s Limited Warranty. Seller hereby warrants **only** the following:

Should the animal purchased under this agreement be diagnosed by a board certified specialist as being affected by hereditary defects of the hips, elbows, eyes and/or heart, the Sellers will **at their discretion** take the puppy back and replace it with a puppy from another breeding, so long as said diagnoses and request for replacement happen within two (2) years of the animal’s birth date for any purchased animal suffering a hereditary defect(s) of the hip(s) and within one (1) year of the animal’s birth date for any hereditary defect(s) of the eyes, heart, and/or elbow(s). _____ **Buyer Initial Here.**

Upon breeding, or attempting to breed, any dog purchased from Silvermine Kennel, any and all warranties given hereunder shall immediately terminate, cease, and become void. _____ **Buyer Initial Here.**

Silvermine Kennel makes no warranty as to the suitability of any dog to be bred other than the above warranty relating to hips, elbows, eyes and heart. Buyer shall have the dog’s hips and elbows evaluated by the Orthopedic Foundation of America (“OFA”). Dogs with “excellent”, “good” or “fair” hips, as deemed by OFA, shall be considered breedable. Dogs with borderline hips are not dysplastic. These animals shall, after six (6) months be resubmitted to OFA for re-examination. If after six (6) months and reexamination by OFA, the animal’s hips are not upgraded to “fair”, the animal shall be eligible for exchange. _____ **Buyer Initial Here.**

Silvermine Kennel makes no warranty as to the eventual personality of the animal due to the influence of environment and training techniques, or the lack thereof. _____ **Buyer Initial Here.**

No other warranty pertaining to merchantability of the animal purchased, fitness for a particular purpose, or any other type of warranty, whether explicit or implied, is given by the Seller. **The only warranty given is specifically stated above and limited to those terms.**

This limited warranty is given only to the original purchaser of the animal sold under this agreement. This limited warranty is the **only** warranty given on the animal purchased under this agreement. _____ **Buyer Initial Here.**

The Five Hundred Dollar (\$500.00) breeding portion of the sales price may be refunded upon proof of spaying or neutering, or if the animal’s hips, elbows, eyes, or heart render the dog unbreedable. Buyer hereby agrees that damages related to the inability to breed the dog, for whatever reason, shall be limited to having the Five Hundred Dollar (\$500.00) breeding portion of the sales price returned. _____ **Buyer Initial Here.**

Buyer hereby acknowledges his/her/its understanding of the above presented Seller's Limited Warranty.

Buyers Signature: _____

Paws Breeder Club Pet Warranty. Silvermine Kennel proudly offers the Paws Breeder Club Pet Warranty to the Buyer at no additional cost. The Paws Breeder Club Pet Warranty may cover certain veterinary costs related to the purchased animal. The documents pertaining to the Paws Breeder Club Pet Warranty shall be provided no later than with delivery of the purchased animal.

Veterinary Expenses Not Seller's Responsibility. Silvermine Kennel is in no way, nor shall it in any way be, responsible for any veterinary expense(s) covered or not covered by the Paws Breeder Club Pet Warranty. The Paws Breeder Club Pet Warranty is provided to the Buyer, in the name of the Buyer, at no additional cost. Buyer agrees and understands that the Paws Breeder Club Warranty is, and will automatically become, void if the puppy purchased under this agreement is not examined by the Buyer's veterinarian within three (3) business days of Buyer's receipt of the puppy. _____ **Buyer Initial Here.**

**** All Veterinarian fees and expenses shall be the responsibility of the Buyer. Under no circumstances shall Silvermine Kennel, its owners, operators, or employees be held responsible for any expenses for any puppy not in the possession of Silvermine Kennel. _____ **Buyer Initial Here.***

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE BUYER:

The Buyer(s) Agree(s) to the following:

Examination. The purchased puppy will be examined by a licensed Veterinarian within 72 hours of receipt. Proof of examination within 72 hours of receipt shall be provided to Seller, at Seller's request, should Buyer request any adjustment of price or seek an exchange. If the puppy is returned due to illness (other than a hereditary defects 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 Silvermine Kennel's premises. _____ **Buyer Initial Here.**

Orthopedic Foundation of America ("OFA") Requirement. Buyer may have the dog's hips and elbows evaluated by the Orthopedic Foundation of America ("OFA"). Dogs with "excellent", "good" or "fair" hips, as deemed by OFA, shall be considered breedable. Dogs with borderline hips are not dysplastic. These animals shall, after six (6) months, be resubmitted to OFA for re-examination. If after six (6) months and reexamination by OFA, the animal's hips are not upgraded to "fair", the animal shall be eligible for exchange. _____ **Buyer Initial Here.**

Acceptance of Animal “As-Is”. Buyer agrees that, after three (3) business days from the day upon which Buyer receives the animal purchased under this Agreement, Buyer accepts 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 Initial Here.**

Medical Care and Treatment. Buyer further agrees, as part of 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, adequate and proper shade, and housing in a fenced yard or kennel.

Grooming and Training. Buyer agrees that he/she/it will groom, train and care for this dog in a manner consistent with high quality animal husbandry practices and those endorsed by the Breeder and the AKC.

Naming. Buyer agrees that he/she/it will use the prefix Silvermine at the **beginning** of the dog's registered name. _____ **Buyer Initial Here.**

Never Surrender. Buyer agrees this dog will **never** be surrendered to any humane society, animal rescue group or animal shelter. Silvermine Kennel will accept any dog that is unable to cared for and shall assume ownership of, possession of, and responsibility for any such animal previously purchased from Silvermine Kennel.

Costs of All Returns. Buyer agrees that, should an animal purchased under this agreement be returned for any reasons whatsoever, Buyer accepts 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, Buyer shall be responsible for any and all costs, charges, and/or fees associated with transportation of the exchange animal from Seller to Buyer. _____ **Buyer Initial Here.**

Restrictions Against Purpose. Buyer agrees 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 Initial Here.**

Covenant not to Disparage. Buyer 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 Silvermine Kennels, its owners, operators, or employees will result in irreparable harm to Silvermine Kennel and its business, Buyer agrees to refrain from making any disparaging remarks or comments, whether publicly or privately made, concerning Silvermine Kennels, its owners, operators, or employees, or the dogs bred at Silvermine Kennels. Buyer agrees to pay liquidated damages of Five Thousand Dollars (\$5,000.00) for each and every single disparaging remark. _____ **Buyer Initial Here.**

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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 Green County District Court, Green County, Kentucky, when the amount in controversy is less than Four Thousand Dollars (\$4,000.00), and shall be Green County Circuit Court, Green County Kentucky, when the amount in controversy is Four Thousand Dollars (\$4,000.00) or more.

Jurisdiction. The parties to this Agreement agree and consent to jurisdiction over them by the Green County District Court and the Green 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 this 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 Kentucky.

Attorney's Fees. Should an action be brought in Green County District Court or Green County Circuit Court for purported violations of the terms of this 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, jury or other fact finder in any such proceeding.

This Agreement has been read by, and is understood by, the Buyer. Buyer accepts and agrees to all terms contained in this Agreement and further acknowledges receipt of a copy of this Agreement.

DATE

Buyer Signature

Seller (Silvermine Kennel/Mike Denny/Claudi Denny)