

# CANINE PURCHASE AGREEMENT

**THIS CANINE PURCHASE AGREEMENT (the "Agreement")** is entered into on \_\_\_\_\_, 201\_, (the "Purchase Date") by Shadybry Labradors and Paddy McKee (jointly and severally, together hereinafter referred to as "Seller"), located at 6413 Taneytown Street, North Port FL 34291, and \_\_\_\_\_ ("Buyer"), residing at \_\_\_\_\_.

**WHEREAS**, Buyer desires to purchase from Seller, a Labrador Retriever (the "Dog") pursuant to the terms and conditions described herein; and

**WHEREAS**, Seller agrees to sell the Dog to Buyer subject to the hereinafter described terms and conditions.

**NOW, THEREFORE**, in consideration of the parties' respective promises and representations, the performance of each unto the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Buyer agrees to purchase the hereinafter described Dog from Seller pursuant to the following terms:  
Sex:\_\_\_\_\_ Color:\_\_\_\_\_ AKC Litter #:\_\_\_\_\_  
Date of Birth:\_\_\_\_\_  
SIRE:\_\_\_\_\_  
DAM:\_\_\_\_\_

This Dog comes from Seller's kennel located in North Port, Florida.

The Purchase Price for the Dog shall be: \$2000.00

Deposit for the dog: \$\_\_\_\_\_

The purchase price shall be paid in full at the time of Buyer taking possession and ownership of the Dog. (Payments shall be made in United States currency in cash, money order or certified funds)

2. In the interests of protecting the breed standard of the Labrador Retriever and not contributing unnecessarily to the problem of pet overpopulation, Seller is selling this Dog to Buyer on an [AKC Limited Registration](#). The parties acknowledge that they are aware that the AKC Limited Registration means that the Dog is registered, but any litters produced by the dog are ineligible for AKC Registration. Dogs with Limited Registration may not be entered in breed competition at Dog Shows, but may compete in all other AKC events.
3. This Dog is being sold as a pet and Buyer agrees not use the Dog for breeding purposes and further agrees not to produce any litters with said Dog. Because the parties recognize that precise damages for breach of this provision might be difficult to ascertain, the parties hereby agree that the Buyer shall be liable for damages in the amount of \$10,000.00 in the event of any breach by Buyer of this provision in the Agreement. Furthermore, should the Dog be used for breeding then all guarantees expressed or implied in this document shall be null and void.
4. Buyer acknowledges that Buyer will likely be encouraged by Buyer's veterinarian to spay or neuter the Dog at an early age - some as early as four months. Buyer acknowledges and agrees that Seller has provided Buyer with articles and information which describes the negative impact of early spay/neuter may have on the long term health of the Dog. While Seller fully supports spay/neuter as a means of preventing pet over-population, Seller strongly discourages the practice of EARLY spay/neuter. Ultimately, the decision is Buyers, however, as a means of discouraging this practice, **ALL GUARANTEES EXPRESSED OR IMPLIED IN THIS DOCUMENT ARE NULL AND VOID IF:**
  - Males are neutered before 18 months of age
  - Females are spayed before 18 months of age and/or 3 months after her first heat cycle, whichever occurs first

Should Buyer's veterinarian elect to spay the Dog prior to the aforementioned 3 month period following her first heat cycle or while the Dog is still in heat, then all guarantees expressed or implied in this document are null and void. Seller has determined that dogs spayed while in heat or before the three month period following the first heat cycle are at a greater risk of bleeding during and after surgery, which could cause possible death of the Dog. Waiting three months allows the female's hormone levels and blood supply to the uterus to go back to normal levels, making surgery safer for the Dog.

5. Buyer agrees to the following:
- A. Buyer shall feed the Dog either the recommended diet or grain free dog food to help ensure the Dog's proper development (unless under the care of their veterinarian a different diet is required). Failure by the Buyer to feed the Dog either the recommended diet or grain free dog food will void all health guarantees and warranties for your Dog. Should the Dog be required to go on a different diet other than the recommended or grain free while under the care of a veterinarian, then all health guarantees and warranties for the Dog shall remain in full effect. Seller has determined that puppies that are not kept on the food that is Seller recommend are at greater risk for developing joint and health issues. Furthermore, dogs that are allowed to become overweight during their first two years of life are at significantly increased risk for developing joint problems. *Consequently, Buyer must provide proofs of purchase and receipts for the appropriate food, as well as periodic body scoring evaluations signed by Buyer's veterinarian, indicating that the Dog was kept at appropriate body condition (with a minimum body score of 3) for the first two years of this Dog's life.* The parties agree that the aforementioned nutritional requirements represent a sincere attempt by Seller to encourage Buyer to provide the best nutrition and the best body condition to allow for a long and healthy life for the Dog.
  - B. Buyer acknowledges that Buyer has been informed by Seller that Hip Dysplasia is only approximately 25% hereditary, and that any possible future occurrence of such a problem with the Dog is beyond the control and responsibility of Seller.
  - C. Buyer shall follow the recommended shot protocol for the Dog. (Information on this is provided in your puppy packet) Buyer must follow local and state laws regarding rabies vaccination regulations.
  - D. That until the Dog reaches eighteen (18) months of age (the age at which the Dog's growth plates have completely formed), the Dog shall not be allowed to do the following:
    - \* jump up and down from flights of stairs, pickup trucks, SUV's or any other object higher than twelve (12) inches from the ground. (pick up the Dog or use a ramp)
    - \* forced running exercises
    - \* long walks on hard surfaces such as blacktop or concrete
    - \* unsupervised play time with adult dogs
  - E. Until the Dog reaches eighteen (18) months of age, Buyer agrees to only allow moderate exercise for the Dog, such as short walks (10-30 minute walks on grass at a pace suitable for the age of the Dog), play time, playing fetch for short periods of time or swimming. Over exercising the Dog before eighteen months of age could hurt your Dog and possibly induce dysplasia or other orthopedic issues.
  - F. Buyer will keep the Dog away from unvaccinated dogs or public places where other dogs frequent (because communicable canine diseases are easily contracted) until such time as your veterinarian has completed the booster vaccinations for this Dog. Failure to abide by this rule will put your Dog at considerable risk of contracting a deadly canine disease such as the parvovirus and shall nullify the hereinafter described health guarantee of this Dog.
  - G. Buyer will never leave the Dog tied up outside unsupervised for any period of time.
9. Seller certifies that upon Buyer's receipt of Dog, that Dog is in good health and has been immunized and wormed according to the accompanying health record of said Dog. The Dog has been checked by veterinarian Michael Harrington, D.V.M. of Laurel Road Animal Clinic, prior to the Dog leaving Shadybry. Seller guarantees the Dog is in good health and free from any communicable diseases. Furthermore, Seller certifies that both sire and dam have all of their adult appropriate health clearances, and a copy of said clearances are provided in the puppy packet provided to Buyer at the time of purchase.
- The parties further agree that the Dog has the following conditions now: NONE, and that this/these condition(s) are specifically excluded from any guarantee and are not valid reasons to reject the Dog due to these conditions (if any).
10. The parties agree and acknowledge that Seller has provided Buyer with a puppy packet of information which contains the Dog's pedigree, AKC registration paperwork, the Dog's health record, micro-chip registration paperwork, shot protocol, information on recommended diet, early spay and neutering, dam and sire pedigree and health clearances and information on socializing, training and other miscellaneous information.
11. RETURN AGREEMENT: Should Buyer decide, at any time in the future, not to keep the Dog, for any reason, Buyer warrants and agrees to first contact Shadybry Labradors, in writing via e-mail and/or via telephone, with the first option to re-acquire the Dog from Buyer. By accepting the terms of this Agreement, Buyer agrees to NEVER abandon the Dog, including, but not limited to turning the Dog loose on the streets or to a local animal control and/or

any other animal shelter, or give the Dog away to any third party, without prior approval of said third party from Seller. In any case and at any time, for any reason, any Dog purchased from Seller is welcome back to Seller's kennel. This does not imply a financial commitment of any kind on the part of Seller.

12. **GUARANTEE AND OTHER PROVISIONS:** Buyer acknowledges and agrees that Buyer has read this Canine Purchase Agreement and the attached exhibit in its entirety and that they understand and agree to be bound by the terms and conditions as stated therein. The parties acknowledge that the guarantee and other provisions are hereby attached as Exhibit "A". Any additional provisions and/or changes to this Agreement shall be listed in Exhibit "A" and initialed by both parties.

11. **BREACH OF CONTRACT:** Any failure on the part of the Buyer to abide by terms and conditions of this Agreement shall be considered a breach of contract by the Buyer and upon such breach of contract Buyer shall forfeit the rights of the Dog and return said dog to Seller immediately. No breach or violation of any provision hereof may be waived except by an agreement in writing signed by the waiving party.

Seller \_\_\_\_\_ Paddy McKee

Date: \_\_\_\_\_

Shadybry Labradors contact information:

6413 Taneytown Street, North Port FL 34291

phone number: 941-286-7623, e-mail: ShadybryLabs@gmail.com

Buyer \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "A"

### GUARANTEE:

It is understood that, at the time of sale, this puppy has been evaluated by the Seller with respect to other representatives of the breed at approximately the same age and has been determined to be structurally and temperamentally suited to be a companion, hunting, and/or obedience dog. This does not necessarily imply that the Dog is of breeding or show quality. This puppy is guaranteed to be healthy upon delivery to the Buyer, and a full refund will be given for any puppy found to be unhealthy within seven (7) days of purchase, provided the following is met:

The Dog is examined by a veterinarian of the Buyer's choice within three (3) days after purchase. If the Dog is found to be ill, the Seller is to be notified within 24 hours and a refund of the purchase price will follow the return of the Dog and all papers to the Seller, including a written statement from the attending veterinarian stating the Dog's condition. If Seller does not hear from Buyer regarding the Dog's health within four (4) days (the first day being the day after purchase) the health guarantee is null and void. Should Buyer wish to retain possession of the Dog, then Buyer agrees to notify Seller prior to any veterinary treatment is administered to the Dog, and upon Seller's approval of such treatment, then Seller agrees to pay any and all reasonable veterinary expenses up to twenty-five percent (25%) of the purchase price of the Dog, within thirty (30) days of Seller receiving all documentation of said expenses. Seller reserves the right to have the Dog re-examined by Seller's choice of veterinarian at Seller's cost prior to reimbursing Buyer for any medical expenses.

If your Dog becomes ill before you can schedule a visit to the veterinarian, you may return your Dog to Shadybry Labradors immediately for a full refund. We do not authorize nor agree to pay for any veterinary expense incurred by you for said illness without our express and specific consent.

During the remainder of the initial 7-day period, the Buyer shall maintain the Dog's schedule of inoculations and shall initiate heartworm medication according to the schedule recommended by their veterinarian. The next set of puppy shots is due on \_\_\_\_\_.

No other health guarantee is given except in the case of a severe hereditary defect (such as severe TVD or clinically significant retinal dysplasia) which develops to the extent that it renders the Dog unsuitable as a pet within two (2) years of the date of this sale. In this instance, a replacement dog will be given as soon as one is available, or a refund of 50% of the purchase price will be given to Buyer at the Seller's option. If the Dog has been bred or is over the age of 24 months this portion of the agreement is null and void. It is not necessary to return the Dog to the Seller or have the dog destroyed to collect on this agreement; however, the Dog must be neutered or spayed with proof of same provided to the Seller in writing from Buyer's veterinarian.

If the Dog is used heavily for field trialing, open obedience, hunting, or any other strenuous activity (including "roading") prior to its being eighteen (18) months of age, environmentally induced dysplasia and other joint problems may develop. If these factors occur, it is left to the Seller's discretion to honor this Agreement. The Buyer should also educate himself to proper nutrition of the Dog so as not to induce joint problems by either lack of nutrition or by causing an overweight condition in a developing dog.

Seller does not guarantee against any non-genetic condition, disease or injury that is caused by, inappropriate diet, excessive exercise, injury (deliberate or accidental), abuse, untimely or inappropriate veterinary care. Furthermore, Seller does not guarantee against degenerative joint disorder due to inappropriate diet, excessive exercise, or if the Dog is allowed to run on tile/wood/or any slick surface as well as allowed to play with larger adult dogs unsupervised until the Dog's growth plates have stopped growing at eighteen (18) months of age.

**Hip Warranty:** The Dog is warranted against hip dysplasia, provided, however, Buyer registers the Dog with the AKC carrying the Shadybry prefix on the registered name, the Dog is still in possession of the original Buyer of this Agreement, the Dog has not whelped or sired a litter, and the Dog is under twenty-four (24) months of age.

The following procedures must be followed should the Dog be suspected of being dysplastic:

- Buyer notifies Seller by telephone or e-mail
- Buyer's veterinarian submits the Dog's x-rays to the Orthopedic Foundation For Animals (OFA) for evaluation (at Buyer's expense). OFA accepts x-rays of dogs 6 months of age or older for evaluation; however, only dogs older than twenty-four months of age are eligible for an OFA certification number.

- Seller reserves the right to have the Dog x-rayed by Seller's veterinarian for submission to OFA at Seller's expense.
- Once the official OFA report is received, immediately send a copy of the report to Seller

Should it be determined by OFA that the Dog is moderately or severely dysplastic, whereas the disorder will prevent the Dog from living a fulfilling pet life, then the parties agree to the following:

- Seller shall provide a replacement dog to Buyer, should Buyer request a replacement, and Buyer shall return the Dog to Seller along with all of the Dog's AKC registration paper work, receipts for food purchase and health records.
- Should Buyer retain possession of the Dog, then Buyer agrees to have the Dog neutered or spayed (at Buyer's expense) and Buyer shall send Seller a letter from Buyer's veterinarian that he/she has performed such procedure. Seller shall refund Buyer with a partial refund of the purchase price of Dog, based on the age of the Dog at the time of the diagnosis. The parties agree that the refund shall not be more than 40% of the purchase price of the Dog.
- Should it be determined that the Dog has non-functional, bilateral hip dysplasia (meaning extremely severe), then it is agreed by the parties that the Dog may be euthanized by Buyer's veterinarian, should euthanasia be recommended by Buyer's veterinarian.
- Should Buyer request a replacement Dog from Seller's next litter of similar quality, then Buyer shall pay the difference between the purchase price of the original Dog, and the purchase price of the replacement Dog, should the purchase price of the replacement dog be greater than the purchase price of the original Dog.

## **OTHER PROVISIONS:**

Buyer agrees to provide a suitable environment for this Dog and will not allow it to run loose in an unsupervised situation. Buyer agrees to not leave this Dog in a car in hot temperatures without adequate ventilation and shade, or allow it to be transported in the back of an open vehicle without being confined in a kennel/crate.

Buyer agrees to keep this Dog current on the State/Country required immunizations.

Exclusions from the guarantee:

Canine Parvovirus ("Parvo") is not covered. The parties agree that Parvo is a deadly killer that can infect dogs who have been vaccinated. The Dog has been given its first vaccination against Parvo before leaving Shadybry Labradors, and the parties agree that this initial vaccination does not mean the Dog has full immunity to Parvo.

Bloat is not covered. The parties agree that bloat is a reality of our deep chested breed and precautions by Buyer must be taken in order to reduce the risk of bloat. (if kibble feeding Dog, then allow 30 minutes after each meal before play time)

Heat stroke, exhaustion, dehydration or any other heat related conditions are not covered.

Illness or death believed to be related to feeding, calcium, fat, supplementation or over supplementation of vitamins and minerals or failure to seek veterinarian treatment as needed.

Under no circumstances does Seller guarantee any preventable or accidental death, injury or illness, neglect or abuse, or any non-life threatening congenital problems. This includes failure to vaccinate according to the protocol outlined in puppy packet, cancer, allergic reaction to any vaccination or foods, skin problems, demodex or acne, treatment against heartworm or any other parasites (to include coccidian or any protozoans), Hypertrophic Osteodystrophy (HOD), Panosteitis (PANO), Osteochondritis Dessicans (OCD), illness or death caused by any surgery administered to the Dog while in possession of Buyer.

In the unlikely event of the death of the Dog within the first year due to congenital or hereditary defect, a signed statement from a licensed veterinarian confirming such event and cause is required before any action shall be taken by Seller. If the cause is unknown, a necropsy of the Dog shall be required at the expense of Buyer. Upon receipt of a signed statement from the veterinarian on cause or reason for death of the Dog, and signed statement adheres to the restrictions of this Agreement as being congenital hereditary nature and stated in writing as the immediate and outright cause of death, there shall be a replacement dog offered of comparable cost and equal registration. If in the event there are no dogs available

to choose from at that time, then the Buyer shall be placed on a waiting list for the first suitable replacement dog from the same or comparable registry which becomes available first.

Shadybry Labradors cannot guarantee that the dog you purchased will be a hunt test, field trial or any other competition quality animal. We also cannot guarantee that this Dog will be suitable for service animal – i.e. guide dog, drug dog, etc. And although great thought is given on our part to breeding a litter as to physical make up and temperament, and to selecting your Dog for you from the litter, we cannot control or guarantee the eventual outcome of these matters.

The extent of Seller's liability in any matter herein described shall never exceed the purchase price of the Dog described in this Agreement. Shipping costs, medical care, training and other expenses incurred in the ownership of the Dog are the responsibility of the Buyer.

It is left to the Seller's discretion to honor this contract in that the Buyer is aware that any failure to follow the stated agreements may cause the Agreement to become null and void.

Seller's Signature: \_\_\_\_\_ Seller Name: Paddy McKee  
Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_  
Date: \_\_\_\_\_

### Additions:

(any additions should be initialed by both Seller and Buyer):