

MOOSE GOLDEN RETRIEVERS

Puppy Sales Agreement

Taking home your new puppy should be a happy time for you. Golden Retrievers are a delightful breed and your pup is the offspring of those who possess the qualities for which the breed has long been favored as companions, hunting dogs, service dogs, and successful competitors in many performance areas.

Our pups are the result of breeding two dogs of proven physical soundness, and good disposition. Our puppies tend to be energetic dogs with high intelligence, wonderful problem solving skills, and a desire to be busy. They're NOT a laid-back dog that will require little attention or training, a puppy from our breeding program undoubtedly will require guidelines and parameters at an early age, or it may challenge you for pack leader status. It will require mental exercise to avoid becoming bored or destructive. It will thrive on daily exercise. We encourage you to enroll in and complete a course in dog obedience as soon as possible to establish control and a working relationship with your dog to make him a devoted and valuable member of your family.

At 7 weeks of age the pups will be "puppy tested" by an experienced evaluator. We will compare the characteristics of each puppy against the goals of each buyer to determine which puppies will be the best choices for each buyer which will assist in matching you with the best fit puppy. We make every effort to accommodate the buyer's personal preferences with regard to gender, color, personality traits, or preferences for a particular puppy in the litter, but the final OK is ours.

The following sale and agreement is made and entered into by and between:

SELLER

- MOOSE GOLDEN RETRIEVERS (Mike & Tracy Hosier)
- 598 Sand Hill Rd. Greenfield Center, NY 12833
- 518-893-2810

& BUYER

(see application)

PICK/UP DELIVERY

At a mutually convenient time, but in any event no sooner eight weeks after the puppy's birth date, Seller shall deliver to Buyer the Puppy, along with the following:

- A copy of health record
- An executed copy of this Agreement
- A pedigree of the Puppy, together with copies of genetic clearances on sire and dam. D. Application for Limited Registration with the American Kennel Club

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, has been wormed and has been examined by a NYS licensed veterinarian.
- To the best of the Seller's knowledge, at time of delivery of the Puppy to Buyer, the Puppy is in good health and appears to have no genetic defects or deformities, OR they are noted and explained. As per NYS Law,

“a veterinary finding of intestinal parasites shall not be grounds for declaring the animal unfit for sale unless the animal is clinically ill due to such a condition.”

BUYERS REPRESENTATIONS AND WARRANTIES

- Buyer will have the Puppy examined by a veterinarian within seven (7) days of delivery to Buyer to confirm the health of the Puppy.
- Buyer will provide the Puppy at all times with adequate food, water, shelter and veterinary care. Puppy will not be allowed to roam free unsupervised or out of control.
- Buyer will incorporate the “MOOSE” as part of the AKC registered name. (eg. Wild Miles Moose)
- This Puppy will **NOT be bred** on an AKC Limited Registration **NOR** before health clearances have been done and passed, and registration has been upgraded to AKC Full Registration Status.
- Buyer will notify seller of any titles completed as determined by AKC, UKC, CKC, GRCA or NAHM.
- Buyer will promptly notify Seller of any change of address or phone number.
- **BUYER UNDER NO CIRCUMSTANCE SHALL RELEASE, SELL OR DONATE THE PUPPY TO ANY SHELTER, RESCUE SERVICE, HUMANE SOCIETY OR RESEARCH FACILITY.**
- If for any reason Buyer decides he/she 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 the Seller. There shall be no refund of the purchase price for this return.
- Should the Buyer have interest in becoming a breeding partner of Moose Golden Retrievers, at 24 mos. of age the buyer will (a) X-ray the hips and elbows on the Puppy and provide adequate information regarding the joint structure of the Puppy, (b) have the Puppy's eyes examined by a board certified ophthalmologist and provide the results, and (c) have the Puppy's heart checked and certified by the OFA to be free from cardiac deformities, and a complete DNA test via EMBARK or similar. If all tests are found to be OK TO BREED, the buyer and Moose Golden Retrievers can then make arrangements for pricing, advertising, and breeding procedures of the puppy under the Moose Golden Retrievers name with an approved stud or dam. Moose Golden Retrievers requires all breeding of approved breeding dogs to be listed through the Moose Goldens website.

SELLER'S GUARANTIES

1. Seller guarantees that as of the date of the delivery of the Puppy, that the Puppy has no disease or apparent genetic defect or disability, or is so noted.
2. Seller hereby guarantees that until 12 mos. of age that the Puppy will be free from the following:
 - a. genetically inheritable cataracts, PRA or other eye disorders so severe that they prohibit the Puppy from living a normal, active life as a pet and companion
 - b. genetically inheritable hip dysplasia as described by the OFA. Slipping patella, or elbow dysplasia so severe that they prohibit the Puppy from living a normal, active life as a pet and companion.
 - c. genetically inheritable subvalvular aortic stenosis (SAS) so severe that it prohibits the Puppy from living a normal life span, or a normal, active life as a pet and companion.
3. Should any of the items listed in "2" become applicable to the Puppy, then Buyer shall submit to Seller the appropriate information detailing the same from OFA or a radiologist (hips, elbows, knees), ophthalmologist (eyes) cardiologist (heart) or veterinarian (epilepsy) in writing. Seller shall have the absolute right to have the Puppy examined by Seller's specialist or veterinarian at Seller's expense to confirm the diagnosis. Should the diagnosis be confirmed by both, and Buyer wishes to keep the dog, Buyer shall:
 - a. Have the right to purchase at 1/2 price another puppy from another litter bred by Seller OR
 - b. If corrective surgery is an option, Seller will pay 1/2 of the cost, up to the full purchase price of the Puppy
 - c. Should a Puppy die as a result of a genetically inherited defect or disease before the age of three, Seller will refund to Buyer the full purchase price or Buyer will have the right to a replacement Puppy from another litter bred by Seller.
 - d. In light of the most recent findings and recommendations regarding spaying/neutering Golden Retrievers, this guarantee is VOID if the Buyer chooses to spay or neuter the Puppy before the age of three.

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 without being liable for trespass or beach of peace.

BUYER'S ACKNOWLEDGEMENT

By signing below, Buyer acknowledges that it has read and understood this Agreement, and realizes that the Agreement contains obligations that Buyer is willing to undertake.

EXECUTED IN MULTIPLE COUNTERPARTS AND ENFORCEABLE IN SARATOGA COUNTY, NY.

BUYER

(see application)

SELLER

Moose Golden Retrievers