

Heirborn Kennel

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Saint Joseph, MN 56374
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320-761-5856

Companion Dog Sales Agreement

This agreement entered on this date by and between Paul Jonas, (hereinafter "SELLER"), agrees to sell to (hereinafter "Buyer") the following Flat Coated Retriever ("FCR") puppy as a companion animal:

Puppy Name: _____

Individual Litter#: _____ Sex: _____ DOB: _____ Microchip#: _____

Puppy registered name: _____

Sire name: _____

Sire AKC reg#: _____

Dam name: _____

Dam AKC reg#: _____

The Seller and Buyer agree to the sale of the FCR under the following terms and conditions:

SECTION 1 - Purchase Price

1.1 The purchase price for FCR \$

Payable by the BUYER to the SELLER as follows:

\$ AKC Registration Fee (\$30-70)

\$ Due at time of possession.

In addition to the Purchase Price, BUYER agrees to pay all shipping costs.

1.2 Buyer Address: _____

NAME: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

SECTION 2 - SELLER's Representations and Warranty

2.1 SELLER represents that FCR is purebred; that the pedigree given to BUYER, at the time of sale, is correct; and that the FCR is eligible for registration with the American Kennel Club ("AKC"). Buyer understands and agrees that the FCR is a companion-quality animal and is being sold to the BUYER to be registered with the AKC on a limited-registration certificate. Dogs registered under limited-registration status are eligible to compete in all AKC sponsored performance events (obedience trials, tracking tests, agility trials, hunting tests and field trials), but are not allowed to compete in conformation shows where championship points are awarded, and any offspring the dog produces is ineligible for registration. If, at a

future date, BUYER decides they are interested in showing the FCR then Seller, in their sole and independent judgement, may change the limited-registration status, upon the following: 1) personal inspection of the FCR by SELLER to evaluate and confirm the FCR is of a confirmation quality to complete as an AKC show championship and 2) BUYER to execute a breeding stock contract and pay the price difference between the SELLER's companion and show Flat Coated Retrievers.

- 2.2 SELLER represents that the FCR has been de-wormed and vaccinated as the schedule provided to the BUYER and, to the best of SELLERS knowledge, the puppy/dog is in good health on date of this Agreement.
- 2.3 SELLER warrants that if FCR is found to be of poor health when examined by the BUYER's veterinarian within the first 72 hours after BUYER takes possession of the FCR, that the BUYER may return the FCR, at the BUYER's expense, to the SELLER for a full refund of the Purchase Price after the SELLER receives the following:
- 2.3a a written diagnosis from the BUYER's veterinarian outlining the poor health issues ("Diagnosis").
 - 2.3b a copy of all veterinarian notes and test results taken to determine FCR's poor health.
 - 2.3c SELLER, at SELLER's cost, may have the FCR examined by a second veterinarian of SELLER's choice to confirm the Diagnosis.
 - 2.3d BUYER is solely responsible for all fees and expenses charged by the BUYER's veterinarian for any examination/treatment performed by BUYER's veterinarian.
- 2.4 SELLER represents that SELLER has bred and raised, to the best of SELLER's ability, a physically and mentally sound FCR. "Physically Sound" is defined as being similar in appearance to the description of a Flat Coated Retriever given in the Breed Standard for the Flat Coated Retriever as approved by the Flat Coated Retriever Society of America in effect on the date of this Sales Agreement. "Mentally Sound" is defined as displaying a temperament like that of the temperament described in the Breed Standard.
- 2.4a SELLER warrants that FCR may be returned, at any time within the first the (10) days of the Buyers possession of said FCR, to the SELLER at the BUYER'S expense for a full refund of the Purchase Price if the BUYER finds that the Physical or Mental Soundness of said FCR is unacceptable to the BUYER.
- 2.5 SELLER makes NO warranties or representations that FCR will achieve any specific AKC titles or any other achievements during its lifetime.
- 2.6 The parties acknowledge and agree that SELLER's warranties contained in this Agreement are for a twelve (12) months from the date of this Agreement.

SECTION 3 - BUYER's Covenants and Agreements

- 3.1 SELLER agrees to register the FCR with the AKC within thirty (30) days from the date of this Agreement. BUYER agrees to provide a registration name for the FCR that uses the kennel name HEIRBORN as a prefix (the kennel name will be written into the name slot when you receive your registration papers). Also, BUYER agrees that the registered name will also be in keeping with the theme or alphabetical sequence of the litter (i.e.: A, B, C, etc.). The call name, the name used at home is to be decided by the BUYER.
- 3.2 BUYER agrees that the FCR will be well cared for with high-quality food, shelter, exercise, grooming and veterinary care and that the FCR will always be protected from loss and danger due to theft or carelessness. BUYER further agrees that FCR will not be neglected or mistreated in any manner, at any time, nor will the FCR ever be used for purposes of vivisection (animal experimentation). BUYER agrees that SELLER shall be the sole and absolute judge of these conditions, and that SELLER may visit FCR at the BUYER's place of residence to assure these conditions are being met.
- 3.3 BUYER agrees that FCR will not be sold, given or in any manner transferred to or by any commercial or wholesale establishment, pet store, puppy mill or animal welfare group, nor will the FCR ever be offered as a prize in any raffle. Conveyance or transfer of FCR is always subject to the SELLER's right of first refusal as set forth in SECTION 5 of this Agreement.
- 3.4 BUYER agrees to notify SELLER of any change of BUYER's address within ninety (90) days of any such change.
- 3.5 BUYER agrees to wait until FCR is 24 months of age before the FCR is spayed or neutered and will provide the spay/neuter certificate from the veterinarian to the SELLER. If the FCR is spayed or neutered before 24 months of age all SELLER's warranties are automatically void.
- 3.6 BUYER agrees that allowing said dog to run loose unsupervised is not allowed by the terms of this contract.
- 3.7 BUYER acknowledges and agrees that any willful or substantial violation of the agreements contained in Paragraphs 3.2, 3.3, 3.5 and 3.6 will result, at the sole and absolute discretion of the SELLER, in the immediate forfeiture of ownership and possession rights of said FCR WITHOUT ANY REFUND OR MONEYS PAID By initialing below, parties acknowledge that they have read and understood the terms and conditions set forth in SECTION 3 and that parties find them agreeable and acceptable.

Initials _____

SECTION 4 - Specific Health Warranties

- 4.1 BUYER acknowledges that available tests for certain health conditions provide invaluable information on known genetically inherited and suspected genetically inherited health conditions present in the Flat Coated Retriever Breed. BUYER acknowledges SELLER's efforts to breed only the highest quality Flat Coated Retrievers and further acknowledges SELLER's attempt to improve the quality of the breed by selecting for breeding only those

animals that have been tested and shown to be free from evidence of these certain health conditions. In addition, BUYER acknowledges that it is vital to SELLER's future breeding decisions to be able to monitor, through obtaining the results of tests for these certain health conditions, the health of all the produce of SELLER's kennel.

- 4.2 BUYER agrees to notify the SELLER of any malignancies (cancer) within thirty (30) days of diagnosis.
- 4.3 BUYER agrees to notify the SELLER should evidence of any other health defects of hereditary significance become known, including but not limited to: Abnormal thyroid function; Von Willebrandt's disease; heart disorders; or seizures. BUYER further agrees to notify the SELLER of any other health, structural or temperament problems that become known, including but not limited to: allergies; the development of a disqualifying fault; unprovoked aggression towards people or animals; shyness; lack of trainability; disinterest in retrieving; or unwillingness to swim.
- 4.4 SELLER agrees that in the event it has been documented that FCR is suffering from any of the following health conditions and said condition is confirmed by a veterinarian of SELLER's choice, BUYER may request either: a) Option 1- return the FCR to the SELLER, at BUYER's expense, for a full refund of the Purchase Price, or b) Option 2 - retain full possession and ownership of FCR and obtain a replacement puppy from another litter at a mutually agreed upon date in the future. The PARTIES agree that while the BUYER may request either Option 1 or Option 2 the SELLER, at their sole discretion, retains the right to use Option 1 instead of Option 2. The only health conditions that are covered by this Section are as follows:
- 4.4a A finding of evidence of Canine hip dysplasia in said FCR, between the ages of twenty-four (24) months and thirty (30) months, by OFA, AND, the condition is causing significant clinical lameness that negatively impacts the quality of the life of the dog as certified by a veterinarian in writing. This being defined as the failure to receive, upon submission of proper hip joint x-rays to OFA, a certification from OFA stating that said FCR has normal hip joint conformation and is rated as Excellent, Good or Fair. BUYER acknowledges that environmental conditions play a role in a finding of evidence of CHD. In acceptance of this statement of fact, BUYER agrees that this warranty shall be null and void in the event of evidence of abuse, accident, or injury to the hip joint. Further, it is the BUYER's responsibility to maintain said FCR in proper weight, as evidenced by veterinary records maintained by the BUYER's veterinarian, to avoid undue stress on said FCR's hip joints. "Proper Weight" is always defined as a weight of no more than 10% above the average for the breed and during all developmental stages of said FCR's life. BUYER agrees that this warranty shall be null and void if said FCR is not maintained in Proper Weight. Furthermore, BUYER agrees to provide adequate amounts of free exercise to keep said FCR in good, fit working condition and to refrain from requiring forced road working or running before the age of 20 months of distances greater than 1 mile. Acceptable exercise includes throwing of bumpers, balls, walks, hiking, swimming or play with other dogs.

- 4.4b A finding of evidence of Patellar Luxation, Grade 2 or worse, not caused by abuse, accident or injury, between the ages of twelve (12) months and (2.5) years AND the disease is causing significant clinical lameness that negatively impacts quality of life of the dog as certified by a veterinarian.
- 4.4c A finding of any hereditary eye disease that causes significant visual impairment to the dog before it reaches three years of age.
- 4.4d Any other serious hereditary health problem that negatively and significantly impacts the quality of the life of the dog before it reaches three years of age as determined by SELLER.
- 4.4e In the event that FCR is suspected of having a genetic disorder where the FCR either dies or is euthanized, BUYER is not entitled to a refund or replacement Flat Coated Retriever under either Option 1 or Option 2 above, unless all of the following have occurred: i) BUYER notified SELLER of that the FCR was sick and suspected of having one of the genetic disorders listed in the Section, ii) SELLER was provided an opportunity to have a veterinarian of their choosing examine the FCR, iii) A necropsy was performed, at BUYERS expense, by a veterinarian that BUYER and SELLER mutually agreed upon and iv) the necropsy determined that the cause of death or reason for euthanasia was one of the genetic disorders listed in this Section. If the Buyer is entitled to a refund or replacement Flat Coated Retriever pursuant to this sub-section, then SELLER will reimburse BUYER the cost of the necropsy.

The refund in this Section will be at the discretion of the SELLER and will be based on current information in the field of Veterinary Medicine regarding the hereditary component of a given health problem. By the initials of the purchaser below, BUYER acknowledges that the hereditary influence of many diseases of the dog has not yet been established and may involve conflicting reports in the field of Veterinary Medicine. The BUYER also acknowledges that this is the only Section in this Agreement where a refund or replacement flat coated retriever is provided for after the BUYER has had possession longer than 72 hours as described in Section 2.3.

Initials _____

SECTION 5 - SELLER's Right of First Refusal

BUYER agrees to notify SELLER immediately, in writing, if the BUYER wishes to place FCR or is unable to keep FCR for any reason, at any time, during the FCR's lifetime. SELLER expressly retains the RIGHT OF FIRST REFUSAL and the FCR MUST be returned to the SELLER or party of the SELLER'S choice. Upon notification by BUYER that said FCR would be relinquished, seller has 7 (seven) days to designate the address to which FCR and BUYER shall deliver all ownership documents. BUYER then has 7 (seven) days to deliver at BUYER'S expense, only by land by owner, owners Representee or Licensed Bonded Pet Transporter the FCR and corresponding fully executed ownership documents.

Initials _____

SECTION 6 - Scope and Amendments

- 6.1 This Agreement is the entire agreement between the parties and supersedes all other agreements between the parties in connection with the sale of said FCR described herein. This Agreement may only be amended, in whole or in part, in writing, provided that the written document states that the purpose of said document is to amend this Sales Agreement and signed by both the BUYER and SELLER.
- 6.2 Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Sales Agreement or the intent of any provision thereof.
- 6.3 No other warranties or guarantees, expressed or implied, are made under this Sales Agreement except as stated herein. SELLER shall only be financially liable to the BUYER to the extent stated in this Agreement and the BUYER waives all right to seek any damages from the SELLER.
- 6.4 This Sales Agreement is hereby entered into in the State of Minnesota, and any dispute arising from this Agreement will be adjudicated in the County of Stearns, Minnesota under Minnesota law. The parties agree to participate in mediation prior to filing a lawsuit. Should any provision of this Agreement be held invalid, illegal, or unenforceable, the remaining provisions shall not be affected.

Initials ____

SECTION 7 - Acceptance

By signature below, the BUYER affirms that they have read and understand the terms and conditions herein set forth and find them agreeable and acceptable.

BUYER (S): _____
Printed name(s)

SELLER(S): _____
Printed name(s)

Signature(s)

Signature(s)

Address

28982 Kelp Road, Saint Joseph, MN 56374
Address

Phone(s)

Email

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Phone(s)

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