

**Heirborn Kennel**  
28982 Kelp Road  
Saint Joseph, MN 56374  
[heirbornfcr@msn.com](mailto:heirbornfcr@msn.com)    [www.heirbornkennels.com](http://www.heirbornkennels.com)  
320-761-5856  
**Companion Sales Agreement**

This agreement, entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between Paul and Michele Jonas hereinafter referred to as SELLER, who agrees to sell, and

NAME (S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (Day) \_\_\_\_\_ (Eve) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Hereinafter referred to as BUYER, who agrees to purchase, the following described Flat Coated Retriever (FCR): puppy from:

Sire name: \_\_\_\_\_ Dam name: \_\_\_\_\_

Sire AKC reg# \_\_\_\_\_ Dam AKC reg# \_\_\_\_\_

Individual Litter : \_\_\_\_\_ DOB: \_\_\_\_\_ Microchip # \_\_\_\_\_

Puppy Name/Individual registered name \_\_\_\_\_

(Circle one): male female companion Flat-Coated Retriever, hereafter "FCR" all in accordance with the terms and conditions set forth herein.

**SECTION 1**  
**Purchase Price**

1.1 The purchase price for said FCR: \_\_\_\_\_ Payable by the BUYER to the SELLER as follows:  
Less Deposit if any

\_\_\_\_\_ Registration (\$30-70)  
\_\_\_\_\_ due at time of possession.

In addition to the Purchase Price, BUYER agrees to pay any and all shipping costs and registration fees.

**SECTION 2**  
**SELLER's Representations and Warranty**

2.1 SELLER represents that said FCR is purebred; that the pedigree given at the time of sale is correct; and that said FCR is eligible for registration with the American Kennel Club (AKC). Buyer understands and agrees that the FCR identified herein is deemed a companion-quality animal and is being sold to the BUYER on a limited-registration certificate with the American Kennel Club. 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, you decide you are interested in showing your dog, we will gladly lift the limited-registration status, based upon our seeing the dog in person, and agreeing that the dog is indeed of a quality to complete an AKC show championship and if you are willing to sign a breeding stock contract and abide by its content.

2.2 SELLER represents that the puppy/dog has been de-wormed and vaccinated as the schedule provided to the buyer states and, to the best of SELLERS knowledge, the puppy/dog is in good health.

2.3 SELLER warrants that if said FCR is found to be of poor health when examined by the BUYER's veterinarian within the first 72 hours of the BUYER's possession of said FCR that the BUYER may return said FCR, at the BUYER's expense, to the SELLER for a full refund of the Purchase Price. Any such claim for refund must be accompanied by a written diagnosis from the BUYER's veterinarian. All information regarding the nature of said FCR's poor health must be provided to the SELLER forthwith. Such diagnosis is subject to confirmation by a veterinarian of the SELLER's choice and, if necessary, a third veterinarian of SELLER's choice will be consulted to confirm the diagnosis. BUYER shall be 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.

2.5 SELLER warrants that said 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.

2.6 SELLER makes NO warranties or representations that said FCR will achieve any specific AKC titles or any other achievements during its lifetime.

2.7 SELLER hereby disclaims any implied warranties regarding the semen, including but not limited to the warranties of merchantability and fitness for a particular purpose.

2.8 The parties acknowledge and agree that SELLER's warranties contained within this Agreement shall survive for a period of twelve (12) months following BUYER's taking possession of the FCR.

### **SECTION 3**

#### **BUYER's Covenants and Agreements**

3.1 SELLER will register said FCR with the AKC within thirty (30) days of the BUYER's possession of said FCR. BUYER agrees to provide said FCR with a registration name that uses the kennel name as a prefix (the kennel name will be written into the name slot when you receive your registration papers). Also, BUYER agrees to name the dog 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 said FCR will be well cared for with a high-quality food, shelter, exercise, grooming and veterinary care and that said FCR will be protected always from loss due to theft or carelessness. BUYER further agrees that said FCR will not be neglected or mistreated in any manner, at any time, nor will said 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 said FCR at the BUYER's place of residence to assure these conditions are being met.

3.3 BUYER agrees that said FCR will never 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 said FCR ever be offered as a prize in any raffle. Conveyance or transfer of said FCR is always subject to the SELLER's right of first refusal as set forth in SECTION 6 of this Sales 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, if desires to spay or neuter, agrees to wait until after 24 months of age to do so and will provide proof of this to the SELLER in the form of a letter from the veterinarian who performed the procedure. If the dog is spayed or neutered before 24 months of age all warranties are 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 and 3.5 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 warrants that in the event it has been documented that said FCR is suffering from any of the following health conditions and said condition is confirmed by a veterinarian of SELLER's choice, BUYER shall have the right to either: (1) return said FCR to the SELLER at BUYER's expense, for a full refund of the Purchase Price, or (2) retain full possession and ownership of said FCR and obtain a replacement puppy from another litter at a mutually agreed upon date in the future. The owner may request either option, but the SELLER retains the right to use option (1) instead of option (2) at their discretion. The health conditions that are covered by this warranty 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 (3) 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.

The refund 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, purchaser 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.

Initials \_\_\_\_\_

**SECTION 5**  
**SELLER's Right of First Refusal**

BUYER agrees to notify SELLER immediately, in writing, if the BUYER wishes to place said FCR or is unable to keep said FCR for any reason, at any time, during the lifetime of said FCR. SELLER expressly retains the RIGHT OF FIRST REFUSAL and said dog MUST be returned to the SELLER or party of the SELLER'S choice. Upon notification by Buyer that said FCR will be relinquished, seller has 7 (seven) days to designate the address to which said FCR and any ownership documents shall be delivered by buyer. Buyer then has 7 (seven) business days to deliver, at buyer's expense, said FCR and corresponding fully executed ownership documents. Transportation for the dog will be at the BUYER's expense. By signing below, the buyer agrees to return the dog to the SELLER.

Initials \_\_\_\_\_

**SECTION 6**  
**Scope and Amendments**

6.1 This Sales Agreement embodies the entire agreement between the parties here to and supersedes all other agreements between the parties in connection with the sale of said FCR described herein. This Sales Agreement may be amended, in whole or in part, in writing at any time by the consent and signature of all parties hereto, provided that the written document states that the purpose of said document is to amend this Sales Agreement.

6.2 Titles or captions of Sections contained in this Sales 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 Sales Agreement and the BUYER waives all right to seek further damages from the SELLER.

6.4 This Sales Agreement is hereby entered into and wholly executed in the State of Minnesota, and any dispute arising from any possible breach of this Sales Agreement shall be adjudicated in the County of Stearns, in the State of Minnesota under Minnesota law. The parties agree to participate in formal mediation and/or arbitration of any problem prior to filing a lawsuit. BUYER consents to personal jurisdiction and venue of any dispute in Stearns County, Minnesota. Upon prevailing, the SELLER shall be entitled to a reasonable attorney fee award and court costs. 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)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone(s)

\_\_\_\_\_  
Email

SELLER(S): **Paul and Michele Jonas**  
Printed name(s)

\_\_\_\_\_  
Signature(s)

**28982 Kelp Road, Saint Joseph, MN 56374**  
Address

**320-363-0099**                      **heirbornfcr@msn.com**  
Phone(s)                              Email