

# **Calm River Goldens**

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## **New Puppy Contract and Guarantee**

Congratulations! A new puppy is an exciting addition to any family and we are committed to making certain your puppy arrives thriving with proper socialization, great nutrition and lots of love! We want you to be happy with the purchase of your Calm River Puppy! Please feel free to contact us with any questions or concerns you may have. We LOVE it when you share photos and stories of how your puppy brings joy to you and your family!

### **Contract Summary:**

Puppies are ready to go to their new homes at 8 weeks old. It is best for the puppy's well-being and social development to remain with their litter mates until 8 weeks old.

We require a deposit of \$500.00 to reserve a puppy. Deposits may be paid by PayPal, Venmo or personal check. Deposits are fully refundable until the litter is born and a puppy is available for you. If for any reason a litter is not conceived or the number of puppies born are insufficient to cover deposits, we will refund your deposit upon request.

All of our puppies come with AKC Limited Registration Papers (no breeding rights) - Puppies are AKC Golden Retrievers; both parents are registered with the AKC. A copy of your puppy's AKC Limited Registration paperwork will be given upon puppy pick up.

Puppy price is \$3,000 - Full purchase price is due at the time of puppy pick up. We prefer cash due to the high fees now charged by Venmo and PayPal.

We offer shipping if needed at 8 weeks of age. In the event the puppy is to be shipped by air, Buyer shall pay an additional fee of \$500 to cover all associated costs including airfare, authorized crate, required vet flight exam and transportation to the airport. Breeder shall not be responsible for death or injury of said puppy/dog due to negligence or carelessness of the Buyer, any airline, live animal carrier, its agents or employees.

All Puppies come with a full 24-month Hip, Heart & Eye Guarantee.

### **Calm River Goldens (the breeder) agrees:**

1. Breeder guarantees that the puppy has had proper care to date and has been checked by a veterinarian prior to going home with you. Puppy has received its first immunizations and has been de-wormed at 2, 4, 6 and 8 weeks. Immunization records will be furnished at the time of purchase. If a puppy is being air shipped, a copy of the shots & de-worm records will be shipped to the buyer.
2. If within one week of receiving the puppy and he/she is examined by a reputable veterinarian and the health of the puppy is found to be at serious risk due to any congenital defect (existing at birth), owner shall notify breeder and provide a written statement from a licensed vet describing puppy's condition and shall return the puppy and papers to the breeder within one week of the examination. Breeder will replace the puppy or refund the full price of the puppy provided puppy is in the same condition mentally and physically as when originally purchased. Breeder assumes no responsibility for veterinarian or shipping fees. Nor is the breeder responsible if puppy contracts a communicable disease after leaving breeder's possession.

3. **\*24 Month Hip, Heart and Eye Guarantee:** Because canine hip dysplasia and so many other preventable illnesses are related to poor nutrition, we require that your puppy eat a high quality dog food and remain at an appropriate weight.

**Hips:** Breeder offers a 24-month hip guarantee on any puppy found to have moderate or severely affected hip dysplasia. The following applies: The puppy must have a new x-ray by your veterinarian to confirm the diagnosis and it must be documented by an official OFA preliminary consultation.

**Heart:** Breeder offers a 24-month guarantee on any puppy found to have a severe heart murmur (Grade 5/6 or 6/6). The following applies: The puppy must have a canine cardiologist perform an echogram to confirm the diagnosis.

**Eyes:** Breeder offers a 24-month guarantee on any puppy found to have a congenital eye disease as diagnosed by a board certified veterinary ophthalmologist.

4. **Refund Policy:** Upon receipt of a letter to breeder from a reputable veterinarian stating that in his/her opinion the hip, heart, eye or genetic condition is congenital, puppy will be replaced by a puppy of equal value at breeder's convenience or we will refund up to 50% of the puppy purchase price to help reimburse for medical bills – buyer's choice. We reserve the right to have a second opinion from our veterinarian. We also reserve the right to acquire DNA to determine the dog or puppy as one of our lineages.

5. Breeder does not guarantee the color, size, or temperament of any puppy.

6. Breeder retains the right, at its sole discretion, to cancel this contract at any time and for any reason prior to the puppy reaching 8 weeks of age. If the Breeder opts to cancel this contract, Breeder shall refund Buyer's deposit within one week of said cancellation.

7. Breeder makes no guarantees regarding the loss of the puppy due to accidental death, theft, sickness due to lack of vaccinations, etc., or any other loss beyond the Breeder's control except as stated above.

8. Breeder will not refund money in whole or part for any reason other than serious health issues identified in the first week of puppy ownership or issues covered in the 24-month hip, eye and heart guarantee as described in this contract.

## LIMITATIONS OF GUARANTEE

The following will void all health guarantees:

- Allowing your dog to become obese or underfed at any time.
- Evidence of neglect or abuse.
- Dog has been bred.
- We are not responsible for accidents, negligence or poisonings.
- This guarantee is non-transferable.

## RETURNS

Should a dog purchased under this agreement be returned or exchanged for any reason whatsoever, the buyer/owner is responsible for all transportation expenses, veterinarian charges, crate fees, air freight charges, and transport fees to and from the involved airports. If your puppy does not work out for your family please contact us! We will help find an appropriate home for your puppy!

## BUYER AGREES:

1. To have the puppy examined within 1 week of purchase by a licensed veterinarian to validate this guarantee. If the puppy is returned to the breeder due to a congenital issue or illness found in the first week, a verified letter from the veterinarian is required.

2. The puppy is not being purchased for resale and will never be sold to a pet shop, puppy mill or agent of the same.

3. To provide all annual vet exams and to continue all required vaccine shots as recommended by their vet. It is important the puppy has all puppy shots, and their yearly boosters. Failure to comply with and provide documentation of these requirements voids all guarantees.
4. To provide proper care & adequate housing. The Buyer will groom, train, and care for this dog in a manner consistent with high quality pet ownership. Obedience classes and in-home training are recommended for the puppy.
5. Buyer agrees to never breed the puppy. Buyer agrees to spay or neuter their dog within 18 months of age, or in the timeframe recommended by their vet. Limited Registration pets can produce no litters.
6. The value of the pet for the purpose of this guarantee is solely the original purchase price of the pet, and does not include any additional prices declared by the buyer, such as veterinary expenses, supplies purchased for the dog, shipping or training fees.
7. That the Buyer will return their Golden to Calm River if the Buyer is unable or unwilling for any reason to care for their Golden. Buyer agrees that they will never surrender their dog to a dog rescue or animal shelter.
8. This agreement shall be deemed consummated in Pierce County, WA and shall be governed by the laws of the state of Washington. Buyer agrees to settle disputes through binding mediation with a neutral mediator. If for any reason litigations should occur, the venue shall lie in Pierce County, WA. Breeder will not be responsible for any and all costs, fees or legal expenses related to litigation or arbitration.

**Welcome to the Calm River Family of English Cream Golden Retrievers!**

It is our sincere hope that you will enjoy your beautiful puppy for years to come! We have taken steps to ensure that your new puppy has been well socialized, held frequently and loved. Thank you for opening your home and your heart to care for such a special animal!

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Richard Miller – Breeder

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Date:

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Buyer Name

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Buyer Signature

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Date: