5D Retrievers- Stacey Darby

3650 County Rd. 118, Giddings, Texas 78942

512-517-7403

Bill of Sale and Agreement

This is a contractual agreement for the ownership of one Labrador Retriever Puppy described as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I understand that my deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_ to hold my puppy is non-refundable. The remaining balance of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is due in cash at the time the puppy is picked up. Shipping is an additional \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and must be received by the puppy’s 7th week birthday via cashier check only. Deposits and all payments must be made payable to Stacey Darby.

\_\_\_\_\_\_\_\_\_\_The Buyers agrees not to use this animal for breeding and agree to have it spayed/neutered at the recommended age of 18 months. This dog will be on limited registration. Any request for change to Full registration on a previously limited dog will be at the current rates not the rate at original time of purchase as all prices and rates are subject to change.

\_\_\_\_\_\_\_\_\_\_ The Buyers agree that this animal may be used for breeding. This dog will be sold with Full AKC registration.

**In order to qualify for the Health Guarantee, the pet must be:**

(1) Be vetted within 5 days of the buyer taking possession, (2) Be registered with AKC *(certificate in hand, not just have the application that was supplied by the breeder)*, (3) Must have received all the required vaccines at the required intervals, (4) Pet must be maintained on NuVet vitamins for the Hip Guarantee. The health guarantee is valid up until the puppy is 24 months of life for life-threatening genetic defects and 26 months for hips. Your new puppy must be vetted within 5 business days of possession for a refund (minus deposit), or to be eligible for puppy replacement guarantee. Any health concerns or issues must be reported within 24 hours of appointment and veterinarian documentation must also be submitted at this time. If the puppy is not taken to licensed veterinarian within the required 5 business days of taking possession of the dog the entire the entire health guarantee is null and void. **After 10 days from pick up date or delivery (when you take possession of your puppy), all guarantees are limited to puppy replacement ONLY.**

Seller guarantees all possible steps have been taken with sire and dam selection to prevent hereditary issues. Your puppy is guaranteed for 24 months from the date of birth against **life-threatening** hereditary disorders. As with any living being, defects can happen regardless of parental health, pedigree, history, and genetics. There is not test available prior to birth to determine if a breeding may produce a congenital defect or various conditions. Most congenital defects are rare, unexplained, unpredictable occurrences. Most defects can be corrected or managed with appropriate veterinarian care. Congenital defects are a risk when buying any breed/species/animal at any age. Congenital defects can range from benign to terminal. We don not cover congenital defects that do not lead to premature loss of life. Non-life-threatening genetic defects are not covered under this warranty, such as, but not limited to: undescended testicles, umbilical hernia, entropion, ectropion, under or overbite, ectopic ureters, allergies, recessed/ hooded vulva, dysplasia (knee/patella, elbow, dentin/enamel, with the exception of hips), ect.

Other common canine conditions and ailments **Not** **Covered** including but not limited to are: urinary tract infections, sensitive skin, asthma, arthritis, laryngeal paralysis, cervical spondylomyelopathy, non-life-threatening (benign) heart murmur, arrhythmia, incontinence, viral illness or infections such as Distemper, Adenovirus, Herpes, Coronavirus, Leptospirosis, as well as Lyme Disease, Cancer, and Endocrine disorders.

Congenital defects are considered on a case-by-case basis. Life threatening/terminal congenital defects are defined as defects that severely affect the quality of life for the dog as well as its ability to perform normal tasks such as eating and elimination. If euthanasia is the recommended course of action, we must speak with the diagnosing vet prior to euthanizing. Non-life-threatening defects may qualify for a one time, limited, vet care reimbursement. Reimbursement is at the breeder’s discretion and subject to the breeder’s opinion of the situation. Each situation is considered individually. The reimbursement is not guaranteed, and the amount is at the sole discretion of the breeder.

All puppies experience stress during transition to a new home, change in diet, or excessive handling. Loose stools or Coccidia can develop (in as little as a few hours) because of stress and has nothing to do with bad or good breeding. It is understood that intestinal parasites are common amongst all puppies and dogs, therefore the health guarantee does not cover any parasite, internal or external, as these are common treatable conditions. This includes such issues as worms, ear mites, Coccidiosis, and Giardia. This contract also does not guarantee against the possibility of dewclaw regrowth or incomplete.

Pets will require medical care at various point in their lifetime. Do not make this purchase if you are not prepared to pay vet expenses, as all vet expenses will be the Buyers responsibility once the puppy is in the Buyers possession. No veterinary expense, of any kind, will be reimbursed at any time.

All puppies are sold as pet quality only. Full registration rights do not guarantee breeding ability. The Seller does not guarantee the dog’s size, conformation, color, markings, hunting ability, temperament, or the ability to reproduce.

Hip Dysplasia Guarantee: Hip dysplasia is a polygenic disorder and its phenotype is influenced by environmental factors such as poor nutrition, rapid growth, improper exercise (too much or too little), excessive weight or injury. Your pet is guaranteed to the extent of genetic hip dysplasia only. In the event that your dog is diagnosed with a genetic disease of the hips that is moderate or severe in its nature, you will be given a replacement puppy; no money shall be returned. To make a claim under this you must have radiographs taken at an accredited licensed veterinarian and submit your film(s) to OFA for a result of moderate or severe. Preliminary hip evaluations will not be honored. The claim must be made before the puppy turns 26 months of age. All costs are the responsibility of the buyer and will not be reimbursed by the breeder. The dog must not have been bred and must be in compliance with all parts of this sale agreement. If the puppy is sterilized prior to the **18-month** period, the hip guarantee is **null and void**. Buyer agrees not to let the puppy become overweight at any time until the puppy reaches 24 months of age. Seller does not guarantee against elbow or patellar dysplasia. In the event of genetic hip dysplasia that warrants euthanasia of the pet before the age of 26 months, the seller agrees to replace said pet. Pet must be maintained on NuVet vitamins throughout the first 24 months of life.

Other qualifying health conditions covered by the guarantee are a diagnosis of:

Dilated Cardiomyopathy- You must provide all diagnostic reports and labs, as well as performing veterinarian’s notes.

Von Willebrand’s Disease- only if the plasma vWF is tested by a licensed vet and results indicate the pet is severely affected (vWF: Ag value is less than 15%).

Acute unexplained Death- must provide proof of autopsy, as well as provide proof of quality dog food via receipt dated prior to death.

Travel associated with return of puppy/or replacement puppy is the sole responsibility of buyer. The owner may keep the original dog, but it must be spayed or neutered and AKC registration is to be turned over to breeder with a copy of spay/neuter certificate. Breeder determines which puppy (of equal value) will be used as the replacement puppy when available behind other deposit holders. Buyer understands the wait may be 6-12 months before a puppy becomes available.

Buyer agrees to keep dog current on annual examinations, vaccinations, heartworm prevention, and any other usual treatments and procedures necessary to assure good health of the pet with a licensed veterinarian. Any signs of abuse/neglect toward puppy voids contract. Early sterilization surgery can cause urinary tract problems (females) and can also disrupt physical development of your puppy including joints and tendons. Due to these health concerns from early spay/neutering, again, it is recommended, and required that the puppy will not be spayed/ neutered prior to 18-months of age. Accidents or other illnesses are not included in this guarantee.

Parvo is highly contagious. Every means has been taken to ensure you puppy is not exposed while at its place of birth. Puppies may not become immunized until as much as 20 weeks, due to maternal antibodies, therefore do not take your puppy to public or unfamiliar areas where exposure may occur prior to 20 weeks of age. Parvo incubation period is usually 3-5 days; therefore, any puppy being diagnosed with Parvo after 10 days from leaving the Sellers facility becomes the sole responsibility of the Buyer and will not be covered in the health guarantee. Please keep your puppy safe, and exposure free. Puppies are started on vaccinations prior to leaving 5D Retrievers. You must vaccinate your puppy at least every 3 weeks from previous shot, until the age of 16 week, or health guarantee is null and void.

The guarantee and refunds described above are your sole and exclusive remedy in the event of any problems with your puppy. Any and all rights and claims for damages of any sort, including consequential, punitive, and emotional distress damages are waived. Any legal matters that arise before the court, shall be done in the court of the County that 5D Retrievers resides.

In any case, 5D Retrievers reserves the right for their veterinarian to examine the puppy/dog and their veterinarian’s decision overrules.

This contract is issued only to the original buyer and is non-transferable.

\*This Guarantee has NO cash value 5 days after you take possession of the puppy discussed in this contract.

Seller reserves the right to terminate this contract prior to transfer of said puppy and refund any deposit. Breeder always has rights to first pick of every litter.

Any reserved puppy not picked up by its 9th week birthday will be subject to a boarding fee of $10.00 a day.

Buyer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing this Agreement/ Contract, the buyer acknowledges and understands the contents and has entered into this legal binding contract freely.

Buyer’s Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5D Retrievers:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last Vaccination Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Next Vaccination Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Puppy Departure Date:\_\_\_\_\_\_\_\_\_\_\_\_