

Labrador Retriever Puppy Sales Agreement

This agreement is between Jon & Kathy Gochee (Seller) and (Buyer):

Buyer Name: _____ Co-Owner: _____

Address: _____

City _____ State _____ Zip _____

Phone: (Home) _____ (Cell) _____ (email) _____

Puppy DOB: __/__/2020 Color: **Black / Yellow** Gender: **Male / Female**

Registered Name **Gochee's** _____

AKC Registration # _____ Microchip ID#: _____

Sire: **Gochee's** _____ Dam: **Gochee's** _____

Today's Date: _____

Terms of Sale

The following terms and condition constitute a sales contract between the Buyer and Seller regarding the puppy described above. These terms and conditions are entered into and agreed upon by both the Buyer and the Seller, and they acknowledge the moral and legal worth of this contract. This Agreement is made for the mutual benefit and protection of the Buyer and Seller, for the protection of the named dog, and for the protection and preservation of the Labrador Retriever breed.

Seller agrees the puppies are not affected by the following common defects in Labradors:

1. Centronuclear myopathy (CNM) Mutation of PTPLA gene – Muscle abnormalities
2. Cystinuria Type IA (CYST) mutation of SLC3A1 gene – Bladder, Kidney abnormalities
3. Degenerative myelopathy (DM) Mutation of SOD1 gene – Muscle abnormalities
4. Elliptocytosis - mutation of SPTB gene – Blood abnormalities
5. Exercise-induced collapse (EIC) Mutation of DNM1 gene – Muscle abnormalities
6. Hereditary nasal parakeratosis (HNPK) mutation of SUV39H2 gene – Nasal crusting
7. Hyperuricosuria (HUU) mutation of SLC2A9 gene – Bladder, Kidney abnormalities
8. X-linked Myotubular myopathy 1 (MTM1, LXMTM) mutation of MTM1 gene – Muscle abnormalities
9. Narcolepsy (NARC) mutation of HCRTR2 gene – Sleeping disorder
10. Progressive retinal atrophy, Cone-rod dystrophy 4(PRA-crd4) mutation of RPGRIP1 gene – Eye abnormalities
11. Progressive retinal atrophy, GR-PRA2 (also occurs in Labs) mutation of TTC8 gene – Eye abnormalities
12. Progressive retinal atrophy, Progressive rod-cone degeneration (PRA-prcd) mutation of PRCD gene – Eye abnormalities
13. Pyruvate kinase deficiency of erythrocytes (PK deficiency) mutation of PKLR gene – Blood, bone, spleen, liver disorder +
14. Retinal dysplasia/Oculoskeletal dysplasia 1 (RD/OSD) mutation of COL9A3 gene – Eye abnormalities
15. Skeletal dysplasia 2 (SD2) mutation of COL11A2 gene – Skeletal Malformations
16. Achromatopsia Type 1 (ACHM1) mutation of CNGA3 – Day Blindness

Note: These tests are NOT a guarantee you will never have *other* health issues with your dog. There are an unending number of health issues that could affect your puppy over the course of its life. No additional health guarantee is expressed or implied.

1. The Labrador Puppy is purchased for the price of \$_____ payable in full at 8 weeks. (Buyer Initials_____)

2. Buyer hereby **agrees to use the prefix Gochee's preceding** the AKC registered name. (Buyer Initials_____)

3. The Seller warrants that on today's date noted on the first page of this contract, **the puppy appears to be free from any communicable diseases, is in apparent good health, and is free from any wounds or injuries** except as may be noted herein:

Puppy has had its first set of vaccinations, has been de-wormed and microchipped. (Buyer Initials_____)

4. Research shows how diet and the lack of appropriate nutrients contribute to multiple disorders and diseases such as: hip dysplasia, allergies, arthritis, cataracts, skin, cancer, coat problems, stroke, heart disease, etc. We want to do all that we can to insure long healthy lives for all of our dogs, and the puppies that go into new homes. We are convinced, without a doubt that low quality dog food causes or contributes to MANY health problems. **Buyer agrees to feed the dog TLC Whole Life or Life's Abundance All Stages the first 2 years.** (Buyer's Initials_____)

5. Buyer agrees to **have the puppy examined by a veterinarian, at Buyer's expense, within 10 days after delivery.** Should the veterinarian certify in writing that the dog is ill or unsound, Buyer may elect to return the puppy for a full refund of the purchase price. Buyer and Seller agree that if a veterinarian certifies something is wrong with the puppy, the Seller must be advised immediately (the same day as the vet check) if the puppy is to be returned to the Seller. The Buyer is responsible for all costs involved in returning the puppy to the Seller. If the veterinarian finds that the dog is ill, a genetic test at the Buyers expense is required for a partial or full refund. (Buyer Initials_____)

6. **Buyer agrees to keep this dog's vaccination and heartworm current,** as recommended by a licensed veterinarian. (Buyer Initials_____)

7. **The Buyer agrees that this dog may never be sold, given away, placed in a shelter, euthanized as a means of disposal or transfer ownership except back to the seller, in forfeit of the purchase price, in which case the dog's original AKC certificate shall accompany the dog, signed over to the Seller as the sole owner of the dog.** Any other transfer of this dog without the Seller's written permission shall constitute a material breach of this Sales Agreement. (Buyer's Initials_____)

8. **Buyer agrees that the dog will live as a member of the family, be free of abuse and neglect and never be allowed to roam unsupervised.** Labrador Retrievers are a very sociable breed and must be provided daily interaction with family members. (Buyer's Initials_____)

9. This puppy has been fitted with a micro-chip by the Breeder. **Buyer agrees to keep microchip information up-to-date with the Michelson Found Animals registry (www.foundanimal.org).** You will receive an email when we transfer the microchip to you. Buyer agrees to respond to that email and accept the transfer. This ensures you get called, should your pet wander from home. (Buyer's Initials_____)

10. Buyer agrees to maintain preventative healthcare of this dog in regards to hip dysplasia. **Hip dysplasia has 5 major causes: genetics, early spay/neutering, poor diet, over-feeding and too much exercise at a young age.** Buyer understands that growing puppies are at risk of growth plate and hip injury from strenuous activity. Buyer agrees to refrain from prolonged exercise of puppy on hard surfaces for the first 18 months of the puppy's life. Buyer understands hips are not guaranteed since too many outside factors influence and increase the risk of development. (Buyer's Initials_____)

11. The Seller will provide the Buyer with a minimum of a 3-generation litter pedigree. (Buyer's Initials_____)

12. This puppy is being sold with a LIMITED AKC Registration. (Buyer's Initials_____)

- Buyer agrees NOT to spay or neuter until the dog is at least 24 months old. (Buyer's Initials_____)
- Should the Buyer decide to Breed:
 - Buyer agrees this dog will NOT be bred until 24 months of age – after full registration is approved and all health testing is complete. If the dog is bred before 24 months, the dog and puppies will be repossessed. (Buyer's Initials_____)
 - Buyer agrees never to breed this dog to a Dudley or dog that will produce a Dudley. (Buyer's Initials_____)
 - Buyer agree never to breed this dog to a Dilute or Dilute Carrier (Dd, dd). (Buyer's Initials_____)
 - Buyer agrees only to breed this dog to a AKC/UKC registered Labrador Retriever that has passed health testing. (Buyer's Initials_____)
 - Should the buyer decide to breed, after the dog is 24 months of age, and OFA HIP and Elbows have been completed with results of Excellent/Good and Normal and a copy of the results have been submitted to GocheeLabs, FULL registration will be given. (Buyer's Initials_____)

13. Buyer agrees to refrain from using anger, coercion, yelling, aggression or any other form of abusive behavior as a method of training. **Buyer agrees to follow positive reinforcement training to correct undesirable behavior.** (Buyer's Initials_____)

Legal Disclaimer

14. **Buyer agrees to indemnify Seller for any legal action arising from the actions of said dog,** in which Seller is named as a defendant. (Buyer's Initials_____)

15. Seller does not in any way warrant or guarantee the actions or behavior of this dog once it leaves the property of Seller. **Buyer assumes the sole responsibility of the dog** and agrees to indemnify and save Seller harmless from any and all loss and expense for which a court of law may find the Seller accountable. (Buyer's Initials_____)

16. Buyer agrees not to hold Seller accountable for any illness the dog may incur. **Seller is not responsible for any vet bills the buyer incurs.** (Buyer's Initials_____)

17. If any provision of this contract is determined by a court of competent jurisdiction to be invalid, void or unenforceable, **the remaining provisions will continue in full force and effect.**

18. All legal questions or disputes regarding **this contract will be governed by the laws of Illinois.** Both parties agree that venue will be limited **to the courts of Mercer County, Illinois.**

19. This Agreement shall be **interpreted and enforced in accordance with the laws of the State of Illinois.**

20. The undersigned declare this Agreement contains the entire Agreement between the parties and that no promise, inducement or agreement, not herein expressed has been made, and that **this Agreement contains the entire agreement between the parties** hereto, and that the terms of this agreement are contractual and not merely recital.

21. This **Agreement shall not be amended, modified, and or altered except in writing** signed by the party to be bound thereby.

22. This **Agreement shall be construed as if all parties jointly prepared** this agreement and any uncertainty or ambiguity shall not be interpreted against any one party.

23. The undersigned have carefully read the entire contract and so understand and agree to its terms and conditions. This contract constitutes the entire agreement between Buyer and Seller and supersedes and replaces all prior agreements whether written or oral. WHEREFORE, agreeing to be bound by the foregoing, each party has signed in the space provided below.

Date_____ SELLER_____

Date_____ BUYER_____

Date_____ BUYER_____

Congratulations on your new Labrador Retriever Puppy!!!