

Blue Lace Farm

Health Guarantee & Purchase Agreement

1. Deposit, Payment of Purchase Price, Fees

Breed: English Cream Golden Retriever

Sire:

Birthdate:

Sex: Male

Dam:

Deposit:

Price of Puppy:

Shipping: n/a Balance: \$

Payment of the balance may be made by cash, cashier's check, money order, Venmo or PayPal (3% surcharge applies with PayPal). The deposit is non-refundable and will be applied to the purchase price of the dog. **Remainder of puppy/dog price will need to be paid in full before puppies are released to their new home. Puppies may be shipped or picked up at Canterbury Canines at 8 weeks of age only after full payment has been received.*

All shipping expenses are at the buyers expense.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

(a) Buyer fails to complete the purchase of the Dog for any reason, or

(b) Buyer fails to pay the balance of the Purchase Price within 24 hours of the agreed delivery date.

In either event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of \$20 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, (& shipping if necessary) Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer.

3. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

1. The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 72 hours from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. **IF THERE IS A PROBLEM THAT CANNOT BE RECTIFIED**, you may return the puppy to us, at your expense, on the day following the vet exam, along with a veterinarian's statement stating the problem. You will receive a full refund of the purchase price of the pup less any shipping fees. (Exclusion: This does not include the presence of parasites/organisms and also does not apply to a health problem resulting from an injury or accident due to your negligence). **All medical expenses are the sole responsibility of the buyer.** If Buyer chooses to keep the puppy, no replacement will

be given and all medical costs and treatment are sole responsibility of the Buyer. Failure by Buyer to have the Dog examined within the 72hour period will nullify this warranty.

2. **2 Year Hip Guarantee against genetic moderate or severe hip dysplasia, and retinal eye disease. Because 60% of all canine hip dysplasia is related to poor nutrition, we require that your precious puppy continue with the [Pawtree](#) for the first 24 months of his/her life in order to qualify for this 2 year health guarantee. Remember, an ounce of prevention is worth a pound of cure! If you continue feeding your puppy PawTree for the first 24 months, this dog is guaranteed against genetic moderate or severe hip dysplasia, and retinal eye disease until it is 24 months of age. OFA or Penn hip are the sole and only judges in determining hip dysplasia. A CERF certified veterinarian must confirm any hereditary eye defects.

3. The Seller does not guarantee against common and easily treatable parasites, worms, viral illnesses, infections and minor, easily treatable conditions. Seller is not responsible for any puppy death due to dehydration, or any other illness that could have been prevented or treated by the purchaser. Although the puppy has been treated against Parvo, Distemper, Adenovirus, Para influenza, giardia, and coccidia no guarantee is given against these viruses/parasites due to their unpredictable nature.

No warranties or guarantees, expressed or implied, are made under this contract except as stated.

4. Buyer's Representations

Buyer represents to Seller that:

(a) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.

(b) Buyer will provide the Dog with nutritious food and necessary veterinary care, including de- worming, heartworm prevention and regular vaccinations The puppy shall be socialized properly after all immunizations are given.

(c) Buyer is not acting as agent for any other person or business in the purchase of the Dog.

(d) First Right of Recovery: If buyer is unable to care for or chooses to change his/her mind about caring for the puppy purchased, Blue Lace Farm retains the right to recovery of the puppy at the buyer's expense. The buyer must notify Blue Lace Farm as to the change in circumstances and given first right of resuming ownership. No refund will be given.

This pup must NEVER be sold to a pet store, broker, puppy mill, or surrendered to a shelter. Or sold out right to anyone, Breeder must be notified immediately of any problems that arise or if buyer cannot care for puppy/dog anymore.

6. Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

7. Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

8. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Nutrition & Food: Our puppies begin on PawTree when starting dry food because of the powerful antioxidants which will eliminate free radicals and boosts the immune system. Creating a preventative against skin and coat problems, various forms of cancer, heart issues, arthritis, cataracts, tumors, digestive problems, allergies, and hip dysplasia. We believe it is crucial for your puppy to continue taking [Paw Tree](#) through their lifetime.

At any time your pet be removed from the [PawTree](#) *before the age of 24 months*, the 2 Year Hip Guarantee against genetic moderate or severe hip dysplasia, and retinal eye disease becomes void without exceptions.

Buyer's puppy has been raised on PawTree Premium Health Food. It is a holistic dog food with no wheat, corn, soy, or by-products.

Please note: **providing a higher nutritious valued food, helps to prevent fast growth, fewer bone problems, fewer vet bills, and promotes longer life.**

To take advantage of this offer, you will need to order through our website at so that we can have a record of your use of the products.

I acknowledge that this is a legal & binding contract and have reviewed and agree to the terms listed above. This contract applies only to the original purchaser and is NOT transferable.

Date

Buyer

Date

Signature of Seller