## Jonna Spiller Gober Goldens Puppy Deposit, Sales Agreement, and Health Guarantee

Jonna Spiller (Seller) has agreed to sell and the below named (Buyer) has agreed to buy one AKC Registered Golden Retriever Puppy for the purchase price named below, under the terms in this Agreement and described as follows:
PUPPY BEING SOLD
Sex of Puppy:
Collar Color of Puppy:
Litter Name of Puppy:
Given Name of Puppy:
Date of Birth of Puppy:
SELLER: Jonna Spiller Mailing address: PO Box 195 Gober, Tx 75443 Physical address: 2019 County Road 3315 Ladonia, Tx 75449 Phone: 903-640-3949 (cell)
BUYER:
Name:
Address:
City, State:
Phone:
Email:
PURCHASE PRICE The Purchase Price of the Puppy is \$ for Full Registration.
Part of the Purchase Price will be paid immediately with this Agreement as a Deposit to guarantee that Seller will hold the Puppy for pickup by the Buyer on the below specified date.
The Balance Due (\$_1000), after crediting the Deposit (\$_500), will be paid at the time of pickup of the Puppy to the Buyer.
<b>DEPOSIT</b> (Surety of Action Deposit) in the amount of \$500 is required to hold this Puppy for the Buyer until date of pickup by the buyer.

There are no refunds on Deposits, unless otherwise agreed here in writing. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the Puppy to some other Buyer and retention of the Deposit is meant to compensate Seller for his possible loss.

This deposit signifies the intent on the part of the Buyer to follow through with the Purchase of this Puppy.

The Seller reserves the right to void this transaction and refund the Deposit if we learn of any reason why Buyer might not be suitable for the puppy (i.e. Buyer is found to be an animal abuser, violent person, representative of a Pet Store, representative of a pharmaceutical research laboratory etc.).

If the transaction is voided or if through some tragic accident the Puppy were to die or otherwise be seriously injured or become ill before it goes to its new home then, of course, the deposit will be returned to the Buyer; unless the Buyer wishes to apply the Deposit to another Puppy, if one is available, or to a puppy from the next available litter.

## **HEALTH GUARANTEE**

The Seller, Jonna Spiller, guarantees Your Puppy to be free from infectious diseases **for 4 days** after the puppy leaves our premises and guarantees the Puppy to be free from genetic problems, including hip dysplasia, deafness, blindness, and heart defects, **for up to one year of age.** The Puppy comes with a healthy vet check from Seller's veterinarian given at approximately 6-7 weeks of age.

With documentation by veterinarian, that is dated within 4 days of Buyer's receipt of the Puppy, that shows serious untreatable infectious illness or genetic defect which is sufficiently serious in the opinion of two qualified veterinarians, at least one of whom is selected by the Seller, Buyer will be refunded the price of the Puppy or given a replacement Puppy from the Seller's next available litter. The Puppy will then be surrendered back to the Seller. Transportation costs (if any) will not be refunded and are not included in this guarantee. Expenses of treatment, exams and tests are the financial responsibility of the Buyer.

Failure to have the puppy examined by a vet within four days of the date the puppy is picked up by the Buyer, or if Buyer fails to provide required immunizations, treatment, or dewormings, will mean that this health guarantee will be void.

Genetic defects are covered by this guarantee for one year, including hips, elbows, eyes, ears, and heart. A written examination from a veterinarian must state that genetic defect exists and be accompanied by x-rays and other testing as appropriate. After we have reviewed the x-rays and tests, we reserve the right to forward the x-rays and tests to our vet for further evaluation before the pup is replaced or refund is given. Should the Puppy exhibit a genetic defect even after proper care and proper nutrition, then the pup will be replaced with a pup of equal or greater value from the next litter or a full refund will be given.

The guarantee of the hips and elbows does not cover problems that are environmentally induced. The purchaser should take great care in bringing up the Puppy. **The Puppy should not be allowed to jump from heights taller than himself** (for example avoid jumping off a tall porch, furniture, or out of a truck), **run up and down stairs**, **do a lot of running and sliding on slick surfaces**, **or be subjected to strenuous exercise for long periods of time.** Before a pup reaches about age 15 months, his tendons are not strong enough to bear weight from impact... lax tendons allow the head of the hip bone to bang into the hip socket causing trauma to cartilage and bone. This can cause hip dysplasia, elbow problems, and shoulder problems. Seller will not be responsible for this kind of damage. We will not replace a pup nor provide a refund until we have received a copy of the x-rays accompanied by a letter from the vet. This letter should also include proof of regular vet visits that documented a healthy maintained weight up until the diagnosis. After we have reviewed the x-rays and tests,

we reserve the right to forward the x-rays and tests to our vet for further evaluation before the pup is replaced or refund is given.

Buyer agrees to keep their puppy at home and away from other dogs, public places, parks and will use great care in allowing others from outside their home to pet or touch the puppy until at least 16 weeks of age and all vaccinations are complete. This is to protect the puppy from exposure to parvovirus and other infectious illnesses. New owners will also not enroll the puppy in group obedience training classes until all immunizations are completed according to the veterinarian's schedule.

## RIGHT OF RECOVERY OR PLACEMENT

Should the Buyer find themselves unexpectedly in a circumstance where death or other loss prevents them from being able to properly care for the Puppy, Buyer agrees that Seller will be contacted first and given first rights to the Puppy. If the dog is to be sold, Seller will be given right of first refusal. Buyer agrees that the Puppy will NOT under any circumstances be placed in a dog pound or rescue center. This provision is to ensure that the Puppy will not end up homeless or destroyed.

## **GENERAL**

AGREED.

This written Agreement contains all of the terms of this Puppy Deposit, Sales Agreement, and Health Guarantee. No refunds will be given, all deposits are non-refundable, and all sales are final unless otherwise specified in this agreement.

To ensure that the Buyer can immediately reserve the Puppy of their choice, Buyer and Seller agree that this Agreement is in full force by virtue of completed copy of this agreement between Seller and Buyer.

TORDED!	
Buyer Signature	
Seller Signature	
Date	
PHOTO/VIDEO RELEASE Please sign below if you agree to allow any photos or videos you may posted on Seller's website or Facebook page. You may request at any photo or video be removed or not be posted.	
Buyer Signature	