

Clubhouse Retrievers Puppy Purchase Agreement

This Agreement made on ____ day of _____, 20__ by and between:

Buyer

Name: _____

Address: _____

Phone: (_____) _____ E-mail: _____

-AND-

Seller

Name: Marsue Willett, "Clubhouse Retrievers"

Address: 11923 W Charter Oak Rd, El Mirage, AZ 85335

Phone: (602)550-7783

E-mail: clubhouse_retrievers@yahoo.com

Section 1

UPON PAYMENT in the sum of **\$1800** paid by the Buyer to the Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following dog (the "Dog") to Buyer, this is in addition to requirements below also being meet:

Name of Dog: TBD	
Breed: Goldador	Color: TBD
Date of Birth: End of April	Sex:
Sire: Gaston	Sire Registration:
Dam: Winter	Dam Registration:
Bred by Seller: Yes	If no, name Breeder: Date acquired:
State of Health: TBD at 7 week health exam	
Requirement of Spay or Neuter? Yes, by 16 months of age.	

Buyer Initials: _____

Section 2

1. Deposit, Payment of Purchase Price, Fees

The Buyer placed a deposit of **\$600** on the 1st Day of February, 2020. This is non-refundable and goes toward the Purchase Price, leaving a balance of **\$1200** to be paid prior to the release of the dog to the Buyer. As requested an additional **\$600** will have been placed at the time of puppy selection securing a specific puppy, leaving the balance at pick up **\$600**. If at initial deposit a specific puppy is secured the deposit is **\$1200** to hold that puppy until 8 weeks of age. The expected date of transfer is **at the age of 8 weeks about End of June** or such other dates as the parties may mutually agree. Payment of the balance may be made by cash, by the use of PayPal (with a service fee), Venmo, or Zelle Quick Pay.

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 30 days of the agreed transfer 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 the Seller, Buyer's deposit will be transferred to the next litter of puppies expected. Deposits for puppies are non-refundable and not transferrable to Stud Services. This includes any payment made toward the purchase of a puppy, they are non-refundable and will be placed on an available puppy from the litter or a future litter.

2. Transfer of Ownership and Registration

The Buyer understands that if at any time during the life of the dog, if they are unable to continue caring for the dog or are unable to give the proper medical care, the Seller needs to be notified and the dog brought back to us. The Seller can choose to find the dog a new home, or the dog can be brought back into the home of the Seller. A refund of any purchase price will be based on the condition of the dog and the level of care that has been received, this is at the Seller's discretion. No refund will be given until the dog has been placed in a home.

If the dog is placed in a home outside of the Seller's home, the new owners will also need to understand and abide by this agreement to ensure the best health and care for the Dog.

3. Seller's Representations and Warranties

Seller represents and warrants to the Buyer that:

- (a) Seller is the Legal and true owner of the Dog and that the Seller has full rights and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Seller guarantees that the Dog is a product of the sire and dam set on page 1 of this agreement.

Buyer Initials: _____

- (d) Seller has taken the steps necessary to ensure that the Dog is current on all vaccines as per veterinary guidelines of age of Dog as of sale date as stated on page 1 of this agreement.
- (e) The Dog noted in this agreement is being sold as “Pet” quality. The Buyer is not to use the Dog as a breeding animal unless discussed with the Seller prior to transfer date, this being for the safety of the Dog and also to ensure good breeding practices, as well as the integrity & health of our lineage.

4. Buyer Responsibilities

- (a) Within 72 hours (3 business days) of receipt of Dog, Buyer is required to have a licensed veterinarian examine the Dog. If the dog is found to have any life-threatening condition; upon proof of written documentation, the buyer may return the dog to the seller for replacement it is at the Sellers sole discretion as to the replacement; however, it will be a litter mate to the Dog that was returned, if available –OR- a Dog from the next litter. **DEPOSITS/PURCHASES ARE NON-REFUNDABLE** but transferrable to another Dog from the same litter if available or a Dog from the next litter.
- (b) Buyer agrees to be responsible in providing a healthy home environment for Dog, including but not limited to:
 - I. Proper, secure space
 - II. Plenty of exercise
 - III. Discipline, including proper socialization
 - IV. Proper nourishment and healthcare
- (c) If the dog develops a congenital health issue at a date occurring one year later than the date of sale, the Buyer will not hold the Seller responsible. The Buyer is to keep Seller aware of any health issues to ensure the health of our future dogs. If congenital condition found the dog will be replaced with a puppy from the next available litter once the dog is returned to Seller.
- (d) Once the dog is in Buyers possession, Buyer agrees to hold the Seller harmless from any loss Buyer might sustain due to ownership of Dog. Seller is NOT RESPONSIBLE for Dog, any of its actions or actions of the Buyer concerning the Dog once sale is complete: sale is complete when balance is paid in full and the transfer of the puppy has been completed.
- (e) Buyer agrees to stay in contact, we ask that you please like our Facebook page (Clubhouse Retrievers) and frequently send us new photos to see how the Dog is growing up.
- (f) Buyer acknowledges that if at any time they have questions or concerns they may reach out to the Seller, who can give personal advice to any situation, Seller can't be held responsible for any outcome of suggestions made.

The parties accept and agree to be bound by the Terms and Conditions governing the purchase and sale of the Dog listed.

Date	Signature of Buyer
Date	Signature of Seller