

# PUPPY PURCHASE CONTRACT

**NO WARRANTIES OR GUARANTEES EXPRESSED OR IMPLIED, ARE MADE UNDER THIS CONTRACT EXCEPT AS STATED BELOW.**

Congratulations on your choice to purchase a Golden Retriever from Golden Moon Farms. We hope that your purchase provides you with a happy and satisfying lifelong relationship. You must understand that this purchase of a living creature and will require a large portion of your life in time, effort, and money.

A puppy's health is dependent on a lot of factors, such as genetics, exercise, food, nourishment and overall care. While we may not be able to guarantee that your puppy will never have a health problem, we guarantee that we did everything to ensure your new family member and their parents were healthy ones.

The puppy has received a clean bill of health from a licensed veterinarian from the State of Maryland before going home with you.

This commitment is for the life of the dog and you as the Buyer(s) of this Golden Retriever agree to accept these responsibilities.

## PUPPY INFORMATION

BREED: Golden Retriever

SEX: \_\_\_\_\_

WHELPING DATE: \_\_\_\_\_

SIRE: JCh Blr, JCh Club Ch Blr, Golden Rose-Bay's Nordic Magical  
Mystery, Champion of Belarus, Champion of Breed Belarus – AKC #UR18764101

DAM: Danberry Harriet's Rolling Thunder – AKC #SR91842910

## SELLER INFORMATION

Bethany A. Danner (Seller)

Kennel: Danberry Golden Moon Farms

323 Obrecht Road

Millersville, Maryland 21108

Telephone: (443) 517-7628

E-Mail: \_\_\_\_\_

## BUYER(S)(S) INFORMATION

NAME(S): \_\_\_\_\_ (Buyer(s)(s))

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

# PUPPY PURCHASE CONTRACT

## TERMS OF PAYMENT AND PURCHASE PRICE

The full payment price of the puppy described above is \$ \$3,000.00, plus the conditions to be performed by the Buyer(s) as herein set forth.

Payment full must be made not later than six (6) weeks following the whelping date and must be prior to the date of delivery and Buyer(s) taking ownership of the dog. Payment is paid with cash, money order, or cashier check. This contract must be fully executed and must accompany the final payment.

A \$ 500.00 deposit is required to reserve your puppy prior to purchase and will be applied to the purchase price of the puppy. **DEPOSITS are Non-Refundable except if enough puppies are not whelped to supply the Buyer(s)s.** The Seller, upon receipt of the above mentioned Five Hundred Dollar (\$500.00) reservation fee shall acknowledge that the Buyer(s) is purchasing a puppy from the Seller. **Once approved for ownership in writing, and it is determined that there are enough puppies in the litter, Seller will contact the Buyer(s) in order via e-mail regarding the deposit and contract. The Buyer(s) have ten (10) calendar days to return this contract executed with the deposit to the Seller at the address stated in this contract. Paperwork and deposits received after this period will be returned and the Buyer(s) will be moved to the bottom of the list.**

Crating, Shipping, Delivery, and any additional Handling expenses related to shipping to a maximum of 180 miles of the Seller's location in Millersville, Maryland are the responsibility of, and shall be paid by, the Buyer(s)s. The current flat rate for this service is Six Hundred Dollars (\$600.00). Buyer(s)s agree(s) to this additional charge for this additional service, if requested by the Buyer(s)s.

BUYER(S) INITIAL HERE: \_\_\_\_\_

## LIMITED AKC REGISTRATION

This puppy is being sold as a pet with **LIMITED AKC REGISTRATION** as defined by the American Kennel Club (AKC). This means he/she will not have any breeding rights.

**This puppy shall never be bred to a dog of another breed or \$10,000 in damages will be paid to Seller by Buyer(s)s upon discovery of a cross breeding resulting in pregnancy. Furthermore, if this dog is bred to another Golden Retriever, a fee of \$3,000 per puppy is to be paid to the Seller by Buyer(s)s.**

BUYER(S) INITIAL HERE: \_\_\_\_\_

## SELLER'S REPRESENTATIONS AND LIMITED WARRANTY

Seller hereby represents and warrants the following:

The Seller of this litter, Bethany A. Danner, guarantees that this dog was checked by Veterinarian:

Veterinary Medical Center – 28966 Information Lane – Easton, MD 21601 on \_\_\_\_\_

by Dr. Elizabeth Callahan.

The Seller guarantees that all immediate breeding stock used by the dog owner listed on the AKC papers has passed the most common tests for hips, elbows, and heart. The Buyer(s) understands that the Seller may do our best to produce healthy, sound dogs and have them checked for the most common genetic diseases. We cannot and do not guarantee that the dogs we sell will never have health issues.

(a) The above puppy has been examined by a licensed Veterinarian and was found to be in good health; Seller is not responsible if puppy contracts a communicable disease after leaving Seller's possession.

(b) This puppy is being sold as a pet and companion animal, and Seller does not guarantee color, size, championship, training ability, or temperament of any puppy.

(c) The application for registration of this puppy is \*limited\* as defined by the American Kennel Club ("AKC") and this puppy is not being sold for the purposes of breeding.

(d) Limited Registration\* means that the dog is registered with the AKC, but no litters produced by the dog are eligible for registration. Dogs with limited registration may not be entered in breed competition(s) at Dog Shows but may compete in all other AKC events.

(e) Buyer(s)s understands and agrees that this puppy will only be registered under the American Kennel Club (AKC), and no other Pet Registry in the U.S, without prior written consent from Seller.

(f) Buyer(s)s understands and agrees that this puppy's registered name must include the prefix "Danberry."

(g) Seller will defend the title to the puppy from all lawful claims and demands. The Seller warrants that she is the lawful owner of the puppy, that the puppy is free from all encumbrances and that she has the right to sell the puppy.

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(h) Should the animal purchased under this agreement be diagnosed by a board certified specialist as being affected by hereditary defects of the hips, elbows, eyes and/or heart, the Seller is willing to take the puppy back and replace it with a puppy from another breeding, so long as said diagnoses and request for replacement happen within two (2) years of the animal's birth date.

(i) Reasonable precautions have been taken to prevent this puppy from acquiring hereditary defects of the hips, elbows, eyes, and heart. However, due to unknown hereditary and environmental causes of such unknown defects, no guarantee will be given against them.

(j) Due to recent research implicating an extraordinarily higher incident of hip dysplasia, elbow dysplasia, hemangiosarcoma and lymphosarcoma in golden retrievers that have been spayed or neutered this limited warranty is null and void if the puppy is spayed or neutered at any time within the first 18 months, unless expressed written permission is granted by Seller at Seller's discretion, and/or medical requirement is verified by a licensed veterinarian **PRIOR** to when the spay/neuter procedure is performed.

(k) This limited warranty is given only to the original Buyer(s) of the animal sold under this agreement. This limited warranty is the only warranty given on the animal purchased under this agreement. Buyer(s) hereby acknowledges that he/she understands the terms and conditions of the above presented Seller's Limited (pet) Warranty.

SELLER INITIAL HERE: \_\_\_\_\_

BUYER(S) INITIAL HERE: \_\_\_\_\_

## SELLER AGREES:

- Seller guarantees that puppy has had proper care to date and has been checked by a veterinarian.
- Shot and medical records will be furnished at time of purchase.
- AKC registration paper will be furnished at the time of delivery of the puppy to the Buyer(s).
- If puppy is being shipped a copy of the shots & deworm records will be shipped to the Buyer(s). If within three (3) business days of receiving the puppy under 16 weeks old or within one (1) calendar week of receiving a puppy over 16 weeks old, he/she is examined by a reputable veterinarian and the health of the puppy is found to be at serious risk of euthanasia or death due to a congenital defect (existing at birth), owner shall notify Seller and provide a written statement from a licensed vet describing puppy's condition and shall return the puppy and papers to the Seller within three days of the examination. Seller will replace puppy or refund the full price of the puppy (minus shipping fees). This does not include worms, fleas, mites, coccidiosis, giardia, or any other parasites as they are common in dogs and puppies. Seller assumes no responsibility for veterinarian or shipping fees.
- If at the time of initial examination by the Buyer(s) veterinarian, the puppy is found to have a non-life threatening condition requiring surgical intervention, the Seller will consider a one-time reimbursement for up to \$500 for a medically necessary surgical correction only if the Buyer(s) notifies the Seller of the medical condition, in writing, within 48 hours of the initial veterinary visit, and the Seller is provided with both a letter from the Buyer(s) veterinarian indicating the medical condition and receipt for the surgery once performed.
- Seller shall be responsible for the fees associated with the American Kennel Club ("AKC") registration.
- Seller shall be responsible for the initial wellness veterinary exam.
- Seller shall be responsible for the 1st set of vaccines.
- Seller shall be responsible for the early deworming.
- Seller shall be responsible for providing the Buyer(s) and "New Puppy Kit".

SELLER INITIAL HERE: \_\_\_\_\_

## BUYER(S) AGREES:

I, \_\_\_\_\_ (Buyer(s) Printed Name) fully understand that the health of said dog is now in my care and that I will take

reasonable measures to keep said dog healthy, up to date on the most common vaccinations and at a healthy weight. I also understand that hip dysplasia along with other skeletal problems can and do occur as a result of environmental issues such as, but not limited to the following: Excessive going up and down stairs before the age of 2 years, jumping off of structures/furniture, etc. higher than the dog's shoulders, rough play especially on slippery floors, and keeping the dog over a healthy weight, or ingesting such items that would preclude the proper absorption of nutrients – such as fiber filled toys or bedding, socks, etc. I will not use artificial chemicals on the lawn the puppy uses regularly for its entire life, and the puppy will not be taken to dog parks where fertilizers are used.

BUYER(S) INITIAL HERE: \_\_\_\_\_

1. \_\_\_\_\_ (Initial) To have puppy examined within 72 hours of receipt of the puppy if puppy is under 16 weeks of age and within one (1) calendar week of purchase if a puppy is older than 16 weeks of age by a licensed veterinarian to validate puppy is healthy. Proof of examination within 72 hours of receipt shall be provided to Seller, at Seller's request. If the puppy is returned due to illness (other than a hereditary defect(s) as stated in Seller's limited warranty, above), a verified letter specifically addressing the purported illness is required from the veterinarian. This includes death or illness from any health condition deemed present prior to removal from Golden Moon Farms premises. \*\*\*All Veterinarian fees and expenses shall be the responsibility of the Buyer(s). Under no circumstances shall Golden Moon Farms be held responsible for any expenses for any puppy not in the possession of Golden Moon Farms.

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2. \_\_\_\_\_ **(Initial)** This dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty is given to the Buyer(s) for any special purpose or function of this dog. This dog is not to be used for any illegal or immoral activities and is not to be used for any type of research or vivisection, and will not be sold to any puppy mill, dog farm, pet shop or other mass producing or money making operation. If found otherwise, the dog will be forfeited back to Seller without refund.
3. \_\_\_\_\_ **(Initial)** Buyer(s) is not to register the puppy under any other Pet Registry other than American Kennel Club (AKC). If your dog is found to be registered with any other pet registry such as CKC, etc... Then you will be in breach of contract and your dog will be forfeited back to Seller without refund.
4. \_\_\_\_\_ **(Initial)** Buyer(s) further agrees, as part of Buyer(s)'s performance under this agreement, that the purchased animal will be given proper medical care including, but not limited to, vaccinations and annual boosters, regular de-worming,
5. \_\_\_\_\_ **(Initial)** To provide adequate housing away from the elements. Buyer(s) will have a fenced yard or an appropriate kennel. Dog will NEVER be left on a rope, leash or chain. The dog will not be housed outdoors. The Buyer(s) will groom, train, and care for this dog in the manner consistent with high quality animal husbandry.
6. \_\_\_\_\_ **(Initial)** The value of the pet for the purpose of this guarantee is solely the original purchase price of the pet, and does not include any additional prices declared by the Buyer(s), such as value of show dog, shipping, or training fees.
7. \_\_\_\_\_ **(Initial)** **Buyer(s) agree(s) this dog will never be surrendered to any humane society, animal rescue group or animal shelter.** Golden Moon Farms will accept the return of any dog that is unable to be cared for and shall assume ownership of, possession of, and responsibility for any such animal previously purchased from Golden Moon Farms at all times. Buyer(s) understands and agrees that Seller maintains Right Of First Refusal for the life of this dog and that this dog will never be sold, transferred or surrendered to anyone or organization for any reason, without **PRIOR WRITTEN CONSENT** from the Seller. **Buyer(s) understands and agrees to pay a \$10,000 penalty should Buyer(s) sell, rehome, or surrender this dog to anyone other than Seller.** Should an animal purchased under this agreement be returned for any reason whatsoever, Buyer(s) accept(s) responsibility for, and shall pay, without recourse against the Seller, any and all transportation expenses, veterinary charges, crate fees, air freight charges, and transport fees to and from the involved airports. Should an exchange animal be agreed upon, Buyer(s) shall be responsible for any and all costs, charges, and/or fees associated with transportation of the exchange animal from Seller to Buyer(s).
8. \_\_\_\_\_ **(Initial)** To feed dog high-quality food as determined by the Buyer(s)'s veterinarian.
9. \_\_\_\_\_ **(Initial)** Reasonable precautions shall be taken by Buyer(s) to prevent the acquiring any environmental faults.

It is strongly recommended that no hard exercise, rough playing, of extensive running with adults, children or other animals should be allowed in the first 2 years. Please try to restrict the puppy's exercise to sensible activities (brief short walks) and discourage jumping activities. Activities such as excessive jumping off of a sofa, chair, or bed, or from a height greater than the height of the dog's shoulder in the first 2 years shall void this warranty.

**Buyer(s) understands that extended and exhaustive playing, playing with older dogs, or forced exercise can cause joint and bone problems because of soft tissue development, until the age of two years.**

A good rule of thumb for a **puppy's exercise** needs is the '5-minute rule'. This rule basically states: A **puppy** needs no more than 5 minutes of **exercise** for each month it has been alive. E.g.: a 3-month-old **puppy** needs only 15 minutes **exercise** per day, a 5-month-old needs 25 minutes. As a rule to follow, a healthy **adult** Golden Retriever exercise needs consist of a good **hour of exercise every day**.

10. \_\_\_\_\_ **(Initial)** The Buyer(s) will purchase and maintain health insurance for the lifetime of this pet.
11. \_\_\_\_\_ **(Initial)** Buyer(s) agrees to notify Seller of any and all abnormal medical or health related conditions with this dog for the remainder of the dog's life so Seller can maintain an accurate lifetime medical history on all Golden Moon Farms offspring.
12. \_\_\_\_\_ **(Initial)** At no time (i.e., indefinitely) following the acceptance and execution of this contract shall the Buyer(s) (i) make any statements, or take any other actions *whatsoever*, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the Seller; or (ii) commit any other action that could likely injure, hinder or interfere with the business, business relationships or goodwill of the Seller. The Buyer(s) hereby represents and warrants that, prior to the acceptance and execution of this contract, the Buyer(s) has not committed any of the foregoing actions described in this Section [12]. Due to the sensitive nature of Seller's business, any violation of this section by the Buyer(s) will be subject to a penalty of \$3,000.00 per violation.

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## ACCEPTANCE OF CONTRACT

In consideration of the foregoing, Seller/Buyer(s) below indicate acceptance of the terms and conditions for the purchase of this Golden Moon Farms Golden Retriever.

This Contract shall be deemed consummated in the county of Anne Arundel, Maryland and shall be governed by the laws of the State of Maryland. If for any reason litigation should occur, the venue shall lie in Annapolis, Maryland, under a non-jury proceeding. Seller will not be responsible for any costs associated with this process.

Any breach of this contract / warranty by the Buyer(s) shall result in the retention of all fees and deposits by the Seller.

By our signatures we agree to and understand the foregoing terms and conditions and acknowledge having received a copy of this contract. No other promises of guarantees apply either stated or implied.

Seller (Seller): \_\_\_\_\_

Date: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT





# PUPPY PURCHASE CONTRACT

WE ARE VERY PROUD OF ALL OF OUR PUPPIES AND ARE VERY GRATEFUL TO THEIR WONDERFUL FAMILIES.

WE ENCOURAGE YOU TO KEEP IN TOUCH WITH US.

WE APPRECIATE RECEIVING PROGRESS REPORTS AND LOVE GETTING PICTURES.

WE PUBLISH AN ANNUAL CALENDAR WITH CURRENT AND PAST LITTERS. SO PLEASE SEND US A HIGH RESOLUTION PICTURE OF YOUR DOG, AND IT JUST MIGHT MAKE IT INTO OUR CALENDAR FOR EVERYONE TO SEE!

IF YOU HAVE ANY OTHER QUESTIONS, PLEASE CONTACT US.

WE ARE HERE FOR YOU THROUGHOUT YOUR DOG'S LIFE.



**"Oscar" Born April 23, 2016**  
The day of delivery to his new family in Pennsylvania!



**Four (4) Years Old**  
**"Oscar" May 30, 2020**



**"Bailey" Born December 15, 2019**  
The day before delivery to her family in Annapolis!



**Six (6) Months Old**  
**"Bailey" June 25, 2020**