

Madamik Labradors, hereafter referred to as the Seller, hereby agree to sell and transfer ownership and possession of the animal described below to \_\_\_\_\_, hereafter referred to as the Buyer, for the purchase price of \_\_\_\_\_ with the following conditions and warranties:

Seller: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Litter #:

Sire:

Dame:

Breed: Labrador Retriever

Color: \_\_\_\_\_ Sex: \_\_\_\_\_

Registered Name:

AKC Registration #:

*\*If AKC litter registration is not available at the time of signing contract, it will be mailed to buyer as soon as seller receives paperwork from AKC.*

**Purpose: Pet & Companion**

**BUYERS RESPONSIBILITIES:**

The Buyer agrees to permanently register, utilizing "Limited Registration", the above-mentioned animal, hereafter referred to as the dog, with the American Kennel Club, Inc. using the prefix of Pathway's; and to provide good care, both physically and emotionally, to the dog as follows:

1. Dog must be taken to a veterinarian for a health examination within 72 hours at the time of sale or receipt of animal if shipped by air. Failure to do so will relieve the Seller of all liability. If this animal is found to be ill (excluding internal parasites or umbilical hernia) during this examination, the Seller must be notified immediately and the animal may be returned to the Seller, at the Seller's expense, within 48 hours. The dog must be accompanied by a signed statement from a Veterinarian outlining the defect. A replacement puppy will be given if available, if not available, the sale price will be refunded, minus deposit, if the condition of the animal has not changed (health, anatomical make-up, appearance & temperament), such changes in condition relieves the Seller of all liability. If Buyer chooses not to return dog then Buyer waives any and all claims regarding the dog's health and relieves the Seller from any liability resulting from ill health of the dog. After 72 hours the health of the dog is the responsibility of the Buyer.

**This dog shall not be neglected or mistreated in any manner!**

2. To provide a fenced yard and to prevent the dog from running the streets without chaining or tethering the dog. Shall be housed in a kennel/crate (of adequate size) when not in direct supervision of buyers. Not allowed to run loose with out supervision.

3. To provide the care of a qualified veterinarian in the case of illness or injury and will be given adequate and proper veterinary care throughout its lifetime and all inoculations and or medication maintained to ensure preventative health care.

4. To follow the nutritional or health advice, written or verbal, from the breeder and their licensed veterinarian in raising this puppy/dog. That said dog will be given adequate and proper shade, housing and properly and sufficiently fed and watered, exercised and proper weight maintained. During

young months of structural development, (at least until 12 months of age) not allowed to run/exercise with larger canines. Not allowed to jump up or down from heights until mature, or long distance running/ jogging with owner over one mile at a time.

5. To raise this dog as an inside (house) dog.

6. To at NO TIME allow the dog to ride outside of a travel crate while in or on the bed of a pick up truck or other open vehicle. The dog at no time be allowed to travel with head outside a moving vehicle. The buyer agrees to not leave this dog in a car in hot temperatures without adequate ventilation and shade under any circumstances.

7. To neuter /spay this pet puppy between the ages of 12-18 months for males and 8-15 months for females. Females with recessed vulvas will be spayed after their first season. Buyer will provide Seller with a written letter from Buyers vet after the procedure has been completed.

8. The Buyer understands the reasons for neutering are to eliminate ANY possibility of an accidental breeding and to protect the breed by eliminating the possibility of producing inferior pure or mixed breed puppies, and lessen chances of reproductive illnesses or related conditions in this dog. The Buyer also understands that the positive action of neutering is the responsible action of a responsible pet owner.

9. To, in general, care for this dog physically AND emotionally as the loving, totally dependent living being that the dog is.

10. To contact the Seller for advice and/or assistance if, for reasons beyond the buyers control, the buyer finds that the above conditions cannot be adequately met.

11. To contact the Seller in writing if he/she is unable to keep this Labrador Retriever for ANY reason. He/she will not sell, give away, or otherwise dispose of this dog without the breeder's written permission. The breeder will either accept the dog on a return basis or assist the buyer in finding a suitable alternative home for the dog. This does not imply a financial commitment on the part of the breeder. The buyer agrees that this dog will never be turned over to a pound/shelter/humane society as a means of disposal nor may it be donated to any cause or person. Buyer understands they are held responsible for expenses of returned dog, until a suitable home may be found, unless of other arrangements have been made in writing and agreed upon by both parties.

12. To provide seller with any and all change of address, within 30 days of said change, during the dog's life and to notify the seller in the case of this animal's death for any reason.

13. To pay any attorney fees, court costs, traveling and shipping expenses, and other miscellaneous expenses incurred by the seller in repossessing this animal.

14. To indemnify breeder for any legal action arising from the actions of said dog.

#### **RIGHTS GRANTED:**

Buyer is hereby granted during the term of the Dog's life the following rights. Buyer understands that Dog is not for breeding purposes and Dog is not to be bred in any manner. Buyer agrees not to breed Dog. Dog is eligible at time of sale for individual registry with the American Kennel Club (hereinafter AKC) on AKC Limited Registration (AKC Limited Registration is the registering of said Dog on non-breeding status with AKC, prohibiting its breeding and the registration of any offspring with the AKC). By such designation, Dog is ineligible for competition in AKC sanctioned "all-breed or specialty" conformation shows (competition where breeding stock or future breeding stock is judged); however, the dog is still allowed to compete in all other appropriate AKC events. By placing the Dog as eligible for AKC Limited Registration only, seller is demonstrating concern for the integrity and future of their bloodlines and reputation of the seller's kennel name, the health of the Dog, a commitment to preserving excellence

within the breed by controlling which of their puppies may be bred, and in an effort to help control the pet population and discourage indiscriminate breeding practices.

Buyer shall not seek breeding registration with any other dog registries.

Buyer shall not change dog's AKC registered name by registering with any registry that allows this.

Buyer must use the prefix "Madamik's" on any and all registration.

Hereby certifies that this purchase is not made by Buyer as an agent for any other person or entity and further agrees that neither the dog or it's offspring shall be sold to any agent, pet store, puppy mill, animal research facility or guard dog business.

**WARRANTEE:**

The seller agrees to the following:

1. To warrant that said dog will be genetically capable of fulfilling his/her purpose as a pet and companion.
2. To warrant that if said puppy/dog should develop any hereditary characteristics of hip dysplasia, elbow dysplasia or PRA before the dog reaches the age of 26 months *that* will affect the puppy's life or normal physical abilities, we will offer a replacement puppy. This guarantee does not cover any conditions that are not symptomatic and do not affect the dogs performance. All claims must be made before the dog reaches the age of 26 months \_\_\_\_\_ (date), with no surgical intervention to change or alter the physical structure of said puppy/dog. Any such surgical "preventative" treatments such as *Juvenile Pubic Symphysiodesis* (cauterizing the growth plates of the pelvis) will void contract and not be honored.

The warranties concerning health, life, and condition are limited as expressed for hip dysplasia, elbow dysplasia and for PRA. The Seller shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases, disorders or injuries which may or may not be due to Buyer's negligence. The seller is not responsible for any payments of veterinarian's fees for examinations, drugs, X-rays, laboratory testing or any other treatment unless agreed to by the breeder in writing, prior to the performance of such service.

To make a claim under this provision for hips and elbows, buyer must have a signed statement and copy of x-rays from a Board Certified Veterinarian qualified in taking x-rays for OFA. Statement must indicate the date of their diagnosis, the nature of the defect, and state that the defect is hereditary in nature and not from injury. Statement must also include reasons why the defect prevents the puppy from serving as a companion pet. All x-rays must be evaluated by OFA at the buyer's expense.

In all claims regarding eyes the dog must have been examined by a veterinarian certified by the American College of Veterinary Ophthalmology (ACVO).

A second opinion from either a Board Certified Veterinarian or American College of Veterinary Ophthalmologist, that is chosen or approved by the breeder, is required.

The Seller does not assume any liability for any injury to said puppy, after transfer of ownership to the Buyer. Seller will not be responsible for any debts or expenses incurred by the owner for any reason. Any claims for the above must be accompanied by any and ALL medical records of said puppy/dog.

If the Seller is satisfied that the above described dog is unsuitable for the purpose sold because of conditions outlined in the warranty section of this agreement, the Seller will at their discretion replace puppy of the same gender when SELLER deems a puppy is available, at sellers choice. Buyer must understand replacement puppy may not necessarily of same breeding. If the dog is to be returned to the Seller, it shall be at the expense of the Buyer and all registration papers must be included and signed off to the Seller. If said dog is returned to seller, seller retains right to dispose of said dog, anyway seller deems necessary.

**BREACH AND TERMINATION:**

The breach by Buyer of any of the terms of this agreement shall be grounds for immediate action without refund, at the sole option of Seller, and this contract shall be considered null and void. Seller may in

addition to the remedy of termination, sue for and recover from Buyer actual damages, including reasonable attorney's fees and costs caused by and any such breach, including, but not limited to, liquidated damages.

In the event of any major breach of contract, Buyer does hereby agree that Seller may also take immediate legal possession of the Dog without any monetary reimbursement to the Buyer. The failure of Seller to enforce any provision of this agreement shall not constitute a waiver of Seller's right to enforce any provision of this agreement or to sue for breach of that or any other provision hereof.

The Buyer agrees that if any provision of this contract is found to be un-enforceable, then that provision shall be severed and the remaining provisions of this contract shall have full force and effect. If the Dog is at anytime bred or the buyer does not fulfill their responsibilities as outlined in this contract, then the contract shall become null and void.

**SCOPE AND AMENDMENTS:**

This agreement embodies the entire agreement between the parties hereto, and supersedes any and all other agreements between the parties in connection with the sale of the Dog described herein. This agreement may be amended at any time by the consent and signature of all parties in writing, provided that the written document so states that the purpose of the document is to amend this agreement.

This agreement is hereby entered into and wholly executed in the State of Michigan and litigation arising from any possible breach of this agreement shall be adjudicated in the County of Oakland, in the State of Michigan, under Michigan law. All parties hereby submit themselves to the jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected.

Any monetary damages to buyer shall not exceed original purchase price of dog minus deposit.

**ACCEPTANCE:**

By signature below, the Buyer(s) and the Sellers affirm that they have read and understand this agreement and will abide by the articles of this agreement.

Buyer (please print):

Address:

City/State/Zip:

Telephone:

Email address \_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Breeder/Seller Signature \_\_\_\_\_

*Additions: (any additions should be initialed by both buyer and breeder)*