**Grace N Goldens**

**Our Contract for puppy placement Conditional Guarantee**

**Buyer agrees and acknowledges:**

To have the puppy seen their vet within 72 hours of purchase by a licensed and reputable\* veterinarian to validate this guarantee. If the puppy is returned due to a resulting illness a letter from veterinarian is required.

The puppy is not being purchased for resale and will never be sold to a pet store, puppy mill or agent of same or another person. Under no circumstance will this animal be bred. If this does occur a fine of $10,000.00 USD will be paid to the breeder of this puppy. Buyer agrees that pet shall not be spayed or neutered before two years of age.

To provide all annual vet exams, to continue all required vaccines as recommended by their vet and/or state laws and proper care. It is important the puppy has all puppy shots and boosters in a timely manner. Failure to comply with and provide documentation of these requirements voids all guarantees.

To provide adequate housing away from the elements. Buyer will have a secure yard fenced or kennel if the dog is to be kept outside. Dog will never be left on a chain. The buyer will care for, groom, and train this dog in a manner consistent with good animal husbandry. Regardless of circumstances this puppy is not to be surrendered to anyone but the breeder in case of any life event preventing the buyer of agreement from caring for the puppy/dog.

The value of this pet for the purpose of this guarantee is up to the original purchase price only minus any pre purchased DNA testing costs and does not include any additional prices declared by the buyer or any additional expenses for care or shipping. We do not guarantee championship competition results as much depends on training and care that is outside of our control. Every effort has been made to breed to AKC standard of the breed with health and disposition in mind.

Time is of the essence. This agreement shall be governed by the laws of the state of Texas. If for any reason litigation should occur, the venue shall lie in Grayson County Texas. Breeder will not be responsible for any costs associated with this process.

Failure to comply with all of the foregoing requirements will result in termination and revocation of the Guarantee in the discretion of the breeder. Further limitations are set forth below.

**The following will void any guarantees in the discretion of the Breeder:**

Buyer permitting the dog to be underfed or overfed at any time.

 Underfed: ribs are highly visible

 Ideal Body Condition: Can feel ribs, Dog has waist when viewed from above, Belly is tucked when viewed from the side.

 Overfed: Dog has no waist when viewed from above. Belly is rounded when viewed from the side. (Please take into consideration the thickness of the coat when analyzing.)

Spayed or Neutered before two years of age.

Evidence of neglect or abuse.

Previous related trauma (broken bones, related injuries, etc.)

Dog has been bred.

Feeding this dog anything other than premium dog food or holistic raw balanced diet with regular blood work done by vet..

Evidence of strenuous Exercise- for example no treadmill, jogging, and extensive standing on back legs or excessive fetch especially on slick surfaces. Extensive stair climbing and jumping. These can lead to hip dysplasia in early development.

**As a sufficient inducement to breeder and in exchange for the promises of buyer,**

**Breeder agrees and acknowledges:**

Breeder has given puppy proper care to date and is current on puppy deworming and vaccinations and been seen by a licensed veterinarian. Shot records will be furnished at time of purchase. Any shipping costs are the sole responsibility of the buyer. We do agree to meet for pick day and puppy pick up in a location that is suitable to both parties and agreed upon in advance in writing.

If within 72 hours the puppy is examined by a licensed and reputable\*veterinarian and the health of the puppy is found to be at risk due to a congenital defect (existing at birth or inherit as defined per Merriam Webster and not related to a trauma), owner shall notify the breeder and provide a written statement from said vet describing the puppies condition and shall return, at Buyers expense, the puppy, shot record, registration papers to the breeder within 3 days of examination. Breeder will refund the purchase price provided the puppy is in the same health mentally and physically as when originally purchased. This does not include worms, fleas, or any other common parasites as they are common in dogs and puppies.

Breeder is not responsible if puppy contracts a communicable disease after leaving breeder’s possession. Buyer will avoid contact with other animals until veterinarian exam can be completed.

Breeder guarantees puppy against any congenital defect (existing at birth or inherit as defined per Merriam Webster and not related to a trauma) causing death of or making necessary euthanasia or lifelong medications until one year of age.

Every effort has been made by health testing breeding stock to have Hip Score from OFA as Fair, Good or Excellent. Full disclosure of parental hip scores via K9 data or OFA database available online.

Sire:

**Dam:**

Upon receipt of a letter to Breeder from a reputable veterinary stating his/her opinion this condition is due to congenital defect (existing at birth), puppy will be replaced by an equal value at Breeder’s convenience and future litter availability. We reserve the right to get a second opinion from one of our veterinarians. We also reserve the right acquire a sample from the puppy for DNA testing to determine the puppy is from our lineage.

To be covered by this guarantee, the following conditions are applicable and are preconditions:

 Puppy must be owned by original owner named in this agreement.

 In the case of sudden death of puppy the breeder must receive a written notice of puppy’s death from owner’s vet, along with a copy of the necropsy report indicating cause of death as due to congenital defect (existing at birth),

Breeder does not guarantee color, size, championship or temperament of any puppy.

\*For the purpose of this agreement, a reputable veterinarian is one who is duly licensed by the state in which he is practicing and maintains an active full time private practice of which dogs owned as pets is a significant element of his practice.

Breeder will reimburse the Canine Good Citizen test fee (normally $25 or under) as well as will send to AKC for the title on the end of the dogs registration.

Purchase Price of this puppy is $ 3500.00 US currency.

There is a $500.00 non-refundable holding fee. If you determine before the puppy reaches age to go to his/her forever home that you are not ready the $500.00 will not be returned. This fee is applied to the full purchase price. We will accept a check payable to Marlo Grayson and mailed with this contract to us at 584 Jim Cannon Rd, Van Alstyne TX 75495. Final payment of $3000.00 is due at time of pick up or two weeks prior if paid by check or shipping.

Signature and date is an acceptance of all terms and conditions above.

Breeder: Buyer:

Grace N Goldens

Marlo Grayson

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