**LIFE IS GOLDEN - GOLDEN RETRIEVERS**

HEALTH CONTRACT/HEALTH GUARANTEE

  I, Toby R. Conklin, the Breeder/seller, do hereby agree to the sale of one (1) canine of the following description:

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pattern: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registration # (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Type of registration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Sire: Reg. # (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Dam: Reg. # (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Total Cost of above Canine: $\_\_\_\_\_\_\_\_\_\_\_\_\_ . (Not including shipping costs)

Shipping/Delivery Costs, if needed: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (Includes air-fare, crate, and veterinarian health certificate).

Non-Refundable Deposit: $\_\_\_\_\_\_\_\_\_\_\_\_ . Date Paid: \_\_\_\_\_\_\_\_\_\_\_\_

Remaining Balance $\_\_\_\_\_\_\_\_\_\_\_\_\_ , is to be paid in full prior to the buyer receiving the canine.

I, the Buyer does hereby agree to buy the above mentioned Canine, and agree to the following terms and conditions:

The Canine listed above appears to be in good health at the time of the sale, and embodies the characteristics of the breed named above. This Canine is AKC registered purebred with AKC registered purebred parents. The Breeder believes this above described canine to be in good health at the time of delivery.

I, the Buyer is to have this Canine examined by a licensed veterinarian of my choice within 10 business days from the time of delivery or pickup. Failure to do so will void this contract and its guarantees.

If a veterinarian determines within 10 days of purchase, that your canine is clinically ill or has died from an injury or illness likely to have been contracted before the date of sale or delivery the buyer has 3 options:

(A) Return the canine for a complete refund

(B) Return the canine for a replacement canine of equal value (if one is not available buyer must wait until next litter) (C) Retain the canine and receive reimbursement for reasonable veterinary fees, not exceeding the purchase price of the canine.

If, within 30 days of purchase, a licensed veterinarian determines that your canine has a congenital or hereditary defect which adversely affects the animal’s health or that your dog has died from a congenital or hereditary defect, you have the same options as outlined above. Within 2 business days of a veterinarian’s certification of your dog’s illness, defect or death, you must notify the seller of the name, address and telephone number of the licensed veterinarian. Failure to notify the seller within 2 business days will result in forfeiture of rights.

FURTHERMORE, NO TREATMENT OR SURGERY SHALL BE DONE ON THE PUPPY UNTIL THE SELLER IS CONTACTED AND HAS TIME TO CONFER FOR A SECOND OPINION. When the buyer has decided to return a puppy (with defects such as those listed above) and the seller has been notified, the puppy must be returned to the seller within 2 weeks of written notification. If the buyer decides to keep a puppy in the event of a defect being found (and does not make arrangements to return the puppy within 2 weeks of notification of defect), the seller no longer has any obligation to issue a refund, replace the puppy or incurs any veterinary fees at any later date.

In the event of the puppy’s death and the buyer requests one of the options above, a necropsy must be performed to determine the cause of death and the buyer will be responsible for these charges. The Breeder is in no way responsible for payment of this exam, or any other medical or veterinarian charges. The Buyer is responsible for all expenses in the return of the Canine. **Under NO CONDITION will the breeder issue a refund or replace this canine where the breeder was not advised of its being ill beforehand or "put to sleep" without the breeder’s permission.**

**BUYERS INITIALS TO AGREE TO TERMS OF FIRST PAGE. \_\_\_\_\_\_\_\_\_\_\_\_\_**

All appropriate shots for the canine’s age have been given, and a record of this vaccination history is supplied at the time of delivery. The Buyer agrees to maintain the canine’s health in good condition, and to provide yearly examinations, vaccinations, heartworm, and any other usual procedures necessary to assure good health. The Breeder has done everything possible to produce healthy sound canines both by breeding only dogs that are free of hip, elbow, and spinal disc dysplasia, and by raising the canines in the best way possible in regards to diet, exercise, socialization and veterinary care. The Buyer agrees to provide a suitable and safe area for this canine. The Breeder’s guarantee does NOT cover any liability for any injury, or illness caused by stress induced hypoglycemia, canine influenza, pneumonia, parasites internal or external, ringworm, coccidiosis, giardia, hepatitis, other diseases/illnesses/viruses, or mites after leaving our care. There are all types of parasites that lie dormant and that can be brought on by stress or change of environment due to allergies etc., and there is no way to predict how a pup will cope with the change. This is why the buyer agrees to not change the puppy’s dog food for at least 1 week after pickup as to not stress the puppy more than necessary. Also, there is no guarantee against any diseases contracted after leaving Life is Goldin’s premises. I, Toby, do my best to provide a clean, healthy, safe environment and to ensure that the buyer is getting a healthy pup.

There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The Buyer assumes the responsibility to carry on with the appropriate vaccinations, exercise and feeding schedule, recommended by the Buyer’s veterinarian.

The seller promises to try to be a lifelong assistant with the buyer’s puppy in regards to being available for advice if needed. Toby, the breeder/seller, deeply cares for all animals that go on to new homes and requests that the buyer call or email him if needed. Also, Toby, the  breeder/seller has first right of refusal to the puppy if the buyer at any time is no longer able or no longer wants the dog in question. In that case, Toby will try to find the puppy a new home.

The Breeder/Seller can offer no further guarantees once the care of the canine is no longer under their control. Toby only guarantees a pet quality dog and in no way implies or guarantees the ability to breed or show the dog. Therefore, the Breeder does not make any guarantees as to the canine’s adult size, weight, hair, coat, skin conditions, temperament, or train-ability of the canine. The Breeder neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranty of merchantability and fitness. This document constitutes the entire agreement between the Breeder and Buyer with legal respect to this sale. If there are any disagreements or discrepancies, they must be handled in the state of New York and the county of Steuben, at the buyer’s expense in regards to all legal fees.

The Buyer’s signature below indicates that He/She has read, agrees, and does understand all the conditions of this contract and agrees with the sales agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer’s signature                                                             Breeder’s/Seller’s signature (Toby R. Conklin)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name                                                                      Printed name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address                                                                              Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip                                                                   City, State, Zip

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number                                                                   Phone number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:                                                                                Email:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of agreement                                                             Date of agreement

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of pick up/delivery                                                    Date of pick up/delivery