Purple Gate Farm ~ PGF

European Golden Retrievers

Kris Norris

1734 Turner Road

Mebane, NC 27302

919.943.8566

aironia@yahoo.com

PurpleGateFarm.com

As dedicated breeders of Golden Retrievers, our responsibility is to protect our puppies. Therefore, we have developed our contract to protect the purchaser, breeder and most of all, the puppy. Under the terms of this contract, the undersigned parties agree to the following conditions:

Seller*: Purple Gate Farm Golden Retrievers*, Hereafter known as the seller, breeder.

Buyer:

Hereafter known as the buyer, purchaser.

Address:

Email:

Phone number:

Litter dam/sire:

Male or Female

Purchase Price: $2,750

* *Deposit*: Breeder hereby accepts a non-refundable deposit of $500. Which shall be paid concurrently with the execution of this purchase agreement and shall be applied towards the purchase price of the puppy.
* The deposit will ONLY be refunded to the buyer for the following reasons (1) an unsuccessful breeding which Purple Gate Farm ~ PGF will notify the buyer of approximately 40 days after breeding has taken place (2) if Purple Gate Farm ~ PGF is unable to fulfill the order due to the size and gender availability of the litter.
* *Shipping Expenses:* In the event the puppy is to be shipped, the buyer shall be responsible for all associated costs including transportation to the airport, shipping crate, airfare, and vet certificate. Buyer must pay for puppy and shipping at least 7 days before shipment of puppy to buyer.
* *Registration:* Registration for this puppy is **LIMITED REGISTRATION** as defined by the American Kennel Club.

**Breeder agreements**:

* Both sire and Dam are purebred and AKC registered. Both parents have health testing for hips, elbows, eyes and heart. PRA1 & 2, PRCD, Degenerative Myelopathy, Muscular Dystrophy and Ichthyosis
* The puppy is in good health at the time of purchase, your puppy has also been pampered and meticulously cared for to date and has been checked by a licensed veterinarian. The puppy has received its first shots, has been wormed, and been micro-chipped. Immunization and de-worming records will be furnished at the time of delivery.
* That as of the signature date of this contract, both sire and dam have NOT been affected by cancer, epilepsy or allergic conditions to normal environmental stimuli.
* The breeder does not assume any Liability for any injury or veterinarian expenses to purchased puppy once picked up by the buyer or delivered safely by breeder to the airport personnel.

**Buyer Agreements:**

* Buyer agrees to have the puppy examined by a licensed and reputable Veterinarian within 48 hours of taking possession of the puppy to verify the puppy is in good, sound health. If the veterinarian finds the puppy to be at risk due to congenital defect (existing at birth), owner shall notify breeder and provide a written statement from licensed Veterinarian describing the puppy’s condition and shall return, at buyer’s expenses, the puppy and registration papers to the breeder within three days of the examination. If the puppy is in the same condition mentally and physically as when originally purchased, the breeder will provide a replacement puppy of equal quality, sex and bloodline (which will be determined solely by the breeder) within 12 months of the animal’s return. Any shipping fees for a replacement puppy is the sole responsibility of the Buyer. All veterinary bills are at the buyer’s expense. This return does not include worms, fleas, mites, ticks, coccidian, giardia, mange, or any other parasite as they are common in dogs and puppies. It also does not include indigestion of foreign objects, ingestion of food or chemicals, or physical injury contracted or incurred following buyers’ receipt of puppy.
* In the event of the puppy’s death, the buyer must notify the breeder within 36 hours.
* The puppy is to receive proper veterinary care, vaccinations and nutrition for the duration of its life.
* The buyer agrees NEVER to sell, give, trade, transfer ownership of this puppy to any large commercial breeding establishment, any agent, any wholesales, or any party not included in the original sales agreement.
* In the event, at any future time, the buyer cannot keep this puppy, the buyer must first notify and get an agreement from the breeder. This dog, including signed registration and all veterinarian records, can be returned to the breeder at the buyer’s expense. If the buyer has a good home lined up, the buyer will notify the breeder to help screen the new party interested in taking new ownership of the dog. The breeder has the first right of refusal. The new home must be a pet home and the puppy/dog must be spayed/neutered. The guarantee becomes void if the breeder is not properly notified before being rehomed.
* Should an animal purchased under this agreement be returned for any reasons whatsoever, buyer accepts 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.
* Buyer agrees to release and hold harmless Purple Gate Farm ~ PGF Golden Retrievers, Kris and Brent Norris, for any and all liability, damages, or injuries, caused either directly or indirectly by this dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, buyers assume full liability for any damages or injuries, whether actual or legal, or to any property, whether real or personal, after receiving possession of this dog. Buyers further agrees to indemnify or reimburse the breeder and Purple Gate Farm~ PGF Golden Retrievers as a result of any costs or expenses incurred as a result of any act of the buyer’s causing liability, damages, or injuries as set forth herein.

**Health Guarantee:**

* If this puppy is found to have any of the faults listed below by 13 months of age, breeder will offer a ***replacement puppy within 24 months***, upon presentation of said fault by a licensed veterinarian:

Hip Dysplasia (of genetic disorder and diagnosed by two qualified veterinarians, one of whom is selected by the breeder, and confirmed by an OFA evaluation)

Elbow Dysplasia (of genetic disorder and diagnosed by two qualified veterinarians, one of whom is selected by the breeder. DJD Grade II or III, as rated by the OFA0 Veterinarian frees and testing solely at the buyers expense.

* Breeder does not assume any liability for complications or death during elective and contractual procedures such as but not limited to spay/neuter.
* Breeder is not responsible if puppy contracts a communicable disease after leaving the breeders possession.
* The breeder has no control regarding the future temperament, habits, and appearance of the dog and hence does not warrant such.

**Limitations of Guarantee**

* Failure to comply with conditions of this contract shall constitute a “breach of contract” and will result in the dog being permanently returned to the breeder along with registration papers. Further, the buyer will be responsible for all expenses with no expense to the breeder.

The following will also void all guarantees:

* Buyer permitting the dog to be underfed or overfed at any time.
* Evidence of neglect or abuse unexplained or untreated trauma (broken bones, related injuries, physical harm, etc.)
* Dog has been bred.
* Evidence of strenuous exercise
* Buyer does not use the prefix PGF in the puppy’s registered name

For purposes of the agreement, a reputable veterinarian is one who is duly licensed by the state in which he practices and maintains an active, full-time private practice of which the care of dogs owned as pets is the most significant element of his practice. (Benefield Veterinarians WILL NOT be considered)

 THE ABOVE AGREEMENT IS MADE AND SIGNED THIS \_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ BY PURPLE GATE FARM ~ PGF GOLDEN RETRIEVERS AND SHOULD IT BECOME NECESSARY TO ENFORCE ANY PART OF THIS CONTRACT BY LEGAL MEANS, ANY, AND ALL ATTORNEY’S FEE, COURT COSTS, AND TRAVEL EXPENSES WILL BE THE RESPONSIBILITY OF THE BUYER. THIS CONTRACT SHALL BE DEEMED A LEGALLY-BINDING CONTRACT AND IS UNDER THE JURISDICTION OF ONLY THE STATE OF NORTH CAROLINA, IN THE COUNTY OF ALAMANCE. IT IS FURTHER AGREED THAT THE PLACE OF VENUE SHALL BE ALAMANCE COUNTY, NORTH CAROLINA. I, we, the BUYER, hereby certify that I/we have completely read this contract, understanding its complete contents, and agree to it fully:

Buyer’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_