

# Stockton's Retrievers

## Puppy Purchase Agreement (Pet) (0919)

The following sale and agreement is made and entered into by and between the following persons and is effective this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**Stockton's Retrievers (Seller)(s)**

7479 W. Titan Road  
Littleton, CO 80125  
303/791-1966  
(Fax) 720/344-3608  
Email: Go to the contact page at [www.stocktonsretrievers.com](http://www.stocktonsretrievers.com)

**BUYERS:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

***Please make all checks payable to: Stockton Corporation***

Buyer shall give consideration in the form of the purchase price of \_\_\_\_\_ .00, and performance in accordance with the terms and conditions set forth in this agreement.

Seller shall give consideration in the form of delivering the purchased animal, and performance in accordance with the terms and conditions set forth in this agreement.

The Seller hereby accepts a non-refundable deposit of \$ \_\_\_\_\_ (to be given/mailed to Seller with contract) toward the purchase of the puppy identified below. The full purchase price is \$ \_\_\_\_\_ .00 and the balance of \$ \_\_\_\_\_ .00 is

due in full before the puppy is delivered by the Seller to the Buyer. Crate, Shipping, and any additional Handling expenses are the responsibility of, and shall be paid by, the Buyer. Buyer agrees to this additional charge for this additional service.

The Seller hereby sells and will deliver to the Buyer a \_\_\_\_\_ (m/f) \_\_\_\_\_ Retriever Puppy, whelped on \_\_\_\_\_, 20\_\_\_\_.

**Sire** of this puppy is: \_\_\_\_\_ Owned by Seller.

**Dam** of this puppy is: \_\_\_\_\_ Owned by Seller.

The puppy is being sold as \_\_\_\_\_ (**limited\*** or unlimited) as defined by the American Kennel Club ("AKC").

***Buyer Hereby acknowledges the receipt of the rabies education brochure and a copy of the treatment (shot) records for the above puppy.***

***This Agreement has been read by, and is understood by, the Buyer. Buyer accepts, and agrees to, all terms contained in this Agreement and further acknowledges receipt of a copy of this Agreement.***

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
Seller (Stockton Corporation)

## **SELLER REPRESENTATIONS AND LIMITED WARRANTY**

Seller Representations. The Seller represents that:

- (a) the above puppy in good health, as of the date of transfer;
- (b) this puppy is being sold as a pet and companion animal;
- (c) **\*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. The litter Owner may later apply to change this designation and have the dog given full registration privileges, but a fee and special application are required for this change. The Unlimited registration can, at the Seller's discretion, be obtained for an additional fee.

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

Seller's Limited Warranty. Seller hereby warrants **only** the following:

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 Sellers will **at the Seller's sole discretion** 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 for any purchased animal suffering a hereditary defect(s) of the hip(s) and within one (1) year of the animal's birth date for any hereditary defect(s) of the eyes, heart and/or elbow(s).

Stocktons Retrievers makes no warranty as to the eventual personality of the animal due to the influence of environment and training techniques, or the lack thereof.

Stockton's Retrievers makes every effort with each puppy to control parasites, due to the nature of parasites and their incubation period, Stockton's Retrievers hereby makes no warranty that the puppy will be parasite free.

No other warranty pertaining to merchantability of the animal purchased, fitness for a particular purpose, or any other type of warranty, whether explicit or implied, is given by the Seller. **The only warranty given is specifically stated above and limited to those terms.**

This limited warranty is given only to the original purchaser of the animal sold under this agreement.

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE BUYER:**

The Buyer(s) Agree(s) to the following: Examination. The purchased puppy will be examined by a licensed Veterinarian within 72 hours of receipt. Proof of examination within 72 hours of receipt shall be provided to Seller, at Seller's request, should Buyer request any adjustment of price or seek an exchange. If the puppy is returned due to illness (other than a hereditary defects 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 Stocktons Kennel premises.

Orthopedic Foundation of America ("OFA") Requirement. Buyer may have the dog's hips and elbows evaluated by the Orthopedic Foundation of America ("OFA"). Dogs with "excellent", "good" or "fair" hips, as deemed by OFA, shall be considered breedable. Dogs with borderline hips are not dysplastic. These animals shall, after six (6) months, be resubmitted to OFA for re- examination. If after six (6) months and reexamination by OFA, the animal's hips are not upgraded to "fair", the animal shall be eligible for exchange.

Acceptance of Animal "As-Is". Buyer agrees that, after three (3) business days from the day upon which Buyer receives the animal purchased under this Agreement, Buyer accepts the animal "as is" except for any veterinary doctor confirmed issues or problems with the animal's hips, elbows, eyes, and/or heart, as stated in the Seller's Limited Warranty, above.

Medical Care and Treatment. Buyer further agrees, as part of Buyer'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, adequate and proper shade, and housing in a fenced yard or kennel.

Grooming and Training. Buyer agrees that he/she/it will groom, train and care for this dog in a manner consistent with high quality animal husbandry practices and those endorsed by the Breeder and the AKC.

Costs of All Returns. 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. Should an exchange animal be agreed upon, Buyer shall be responsible for any and all costs, charges, and/or fees associated with transportation of the exchange animal from Seller to Buyer.

Buyer hereby states its purchase of a puppy from Stockotns Retrievers is purchased to be the Buyer's pet and not for wholesale or retail purposes.

Covenant not to Disparage. Buyer understands that the eventual personality and/or behavioral traits of the dog purchased under this Agreement cannot be guaranteed. As such, and knowing that any disparaging remarks against Stockton's Retrievers, its owners, operators, or employees will result in irreparable harm to Stockton's Retrievers and its business, Buyer agrees to refrain from making any disparaging remarks or comments, whether publicly or privately made, concerning Stockton's Retrievers, its owners, operators, or employees, or the dogs bred at, or purchased from, Stockton's Retrievers. Buyer agrees to pay liquidated damages of Five Thousand Dollars (\$5,000.00) for each and every single disparaging remark made.

Due to the varying kinds of food and different environmental conditions the puppy comes in contact with, the Buyer hereby agrees to keep the herein purchased puppy on NuVet Vitamins for the first two years of his/her life in order for all health and joint guarantee's Seller represents herein to be valid. Failure to do so makes all representations and warrantee's null and void. These Vitamins strengthen their immune system, while building and strengthening the cardiovascular, skeletal and nerve system. All **NuVet Vitamin purchases must be ordered at 800/474-7044 using order code #53828 or at [www.nuvet.com/53828](http://www.nuvet.com/53828)**, in order for the Seller to track Buyers purchases to verify puppy has been on them. It is also advised that Buyer keeps all of their receipts as proof of purchase.

#### **GENERAL TERMS**

Venue. The parties to this Agreement agree that venue for all disputes or legal action, concerning this Agreement, or concerning the parties' performance under this Agreement, shall be Douglas County Colorado. The laws of the state of Colorado will apply.

Attorney's Fees. Should an action be brought in Douglas County Colorado for purported violations of the terms of this Agreement, the prevailing party shall be entitled to an additional award of reasonable attorney's fees and costs.