

OPALMINE KENNEL
Puppy Purchase Agreement (Breeder)

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

Roger & Kimberly Peters(Seller)(s) _____ Buyer(s)

Opal Mine Kennel

9322 Hallelujah Drive NE _____ (Address)

Salem, OR 97305-7707 _____ (City, State, ZIP)

(Phone) (503) 999-7670 _____ (Phone)

Kimberly@opalminekennel.com _____ (email)

Please make all checks payable to: Kimberly Peters.

Buyer(s) 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 Five Hundred Dollars (\$500.00) (to be given/mailed to Seller with the contract agreement) toward the purchase of the puppy identified below.

The full purchase price is \$_____.00 and the balance of \$_____.00 is due in full, 2 weeks before the puppy is delivered by the Seller to the Buyer(s). (In order to allow processing time for the funds). Crate, Shipping, and any additional Handling expenses are the responsibility of, and shall be paid by, the Buyer(s). The current flat rate for this service is Four Hundred Dollars (\$400.00). Buyer(s) agree(s) to this additional charge for this additional service.

_____ **Buyer Initials**

The Seller hereby sells and will deliver to the Buyer(s) a _____ (m/f)

Golden Retriever Puppy, whelped on _____, 20_____.

Sire of this puppy is: _____

Owned by _____.

Dam of this puppy is: _____

Owned by _____.

The consideration of this sale shall be the sum of \$ _____ .00. All applicable terms and conditions below will apply, except that this puppy is sold with **unlimited registration**.

SELLER REPRESENTATIONS AND LIMITED WARRANTY

Seller Representations. The Seller represents that:

- a) The above puppy has been examined by a licensed Veterinarian and was found to be in good health;
- b) The application for registration of this puppy is **unlimited*** as defined by the American Kennel Club ("AKC") and this puppy may be bred; and
- c) Reasonable precautions have been taken to prevent this puppy from acquiring hereditary defects of the hips, elbows, 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 Seller 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 defects(s) of the eyes, heart and/or elbow(s).

Buyer Initial Here.

Upon breeding, or attempting to breed, any dog purchased from Opalmine Kennel, any and all warranties given hereunder shall immediately terminate, cease & become void.

Buyer Initial Here.

Opalmine Kennel makes no warranty as to the suitability of any dog to be bred other than, the above warranty relating to hips, elbows, eyes and heart. Buyer(s) shall 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 (6) months and re-examination by OFA, the animal's hips are not upgraded to "fair", the animal shall be eligible for exchange.

Buyer Initial Here.

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

Buyer Initial Here.

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.

Buyer Initial Here.

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

This limited warranty is the **only** warranty given on the animal purchased under this agreement.

Buyer Initial Here.

The Five Hundred Dollar (\$500.00) breeding portion of the sales price may be refunded upon proof of spaying or neutering, or if the animal's hips, elbows, eyes or heart render the dog unbreedable. Buyer hereby agrees that the damages related to the inability to breed the dog, for whatever reason, shall be limited to having the Five Hundred Dollar (\$500.00) breeding portion of the sales price returned.

_____ **Buyer Initial Here.**

Buyer hereby acknowledges that he/she/it understands the terms and conditions of the above presented Seller's Limited Warranty.

Buyer's Signature: _____

****All Veterinarian fees and expenses shall be the responsibility of the Buyer(s). Under no circumstances shall Opalmine Kennel, its owners, operators or employees be held responsible for any expenses for any puppy not in the possession of Opalmine Kennel.*

_____ **Buyer Initial Here.**

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 defect(s) 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 Opalmine Kennel premises.

_____ **Buyer Initial Here.**

Orthopedic Foundation of America (OFA) Requirement. Buyer(s) 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 re-examination by OFA, the animal's hips are not upgraded to "Fair", the animal shall be eligible for exchange.

_____ **Buyer Initial Here.**

Acceptance of Animal "As-Is". Buyer(s) agrees that, after three (3) business days from the day upon which the Buyer(s) receive(s) the animal purchased under this Agreement, Buyer(s) accept(s) 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.

_____ **Buyer Initial Here.**

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(s) agree(s) that he/she 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.

Naming. Buyer(s) agree(s) that he/she will use the prefix Opalmine at the beginning of the dog's registered name.

_____ **Buyer Initial Here.**

Never Surrender. Buyer(s) agree(s) this dog will never be surrendered to any humane society, animal rescue group or animal shelter. Opalmine Kennel will accept any dog that is unable to be cared for and shall assume ownership of, possession of, and responsibility for any such animal previously purchased from Opalmine Kennel.

_____ **Buyer Initial Here.**

Costs of All Returns. Buyer(s) agree that should an animal purchased under this agreement be returned for any reason whatsoever, Buyer(s) accept(s) 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(s) shall be responsible for any and all costs, charges, and/or fees associated with transportation of the exchange animal from Seller to Buyer(s).

_____ **Buyer Initial Here.**

Restrictions Against Purpose. Buyer(s) agree(s) that this dog will not be used for any purposes of research or vivisection and shall not be sold or given to any wholesale establishment, chain store, catalog sales house, pet

store or puppy mill.

_____ **Buyer Initial Here.**

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

_____ **Buyer Initial Here.**

GENERAL TERMS

Venue. The parties to this Agreement agree that venue for all disputes concerning this Agreement, or concerning the parties' performance under this Agreement, shall be Marion County District Court, Marion County, Oregon, when the amount in controversy is less than Four Thousand Dollars (\$4,000.00), and shall be Marion County Circuit Court, Marion County Oregon, when the amount in controversy is Four Thousand Dollars (\$4000.00) or more.

Jurisdiction. The parties to this Agreement agree and consent to jurisdiction over them by the Marion County District Court and the Marion County Circuit Court, and agree to have either court exercise jurisdiction over them for any and all disputes concerning this Agreement, or concerning the parties' performance under this Agreement.

Choice of Law. The parties to the Agreement agree that law governing any and all disputes concerning this Agreement, or concerning the parties' performance under this Agreement, shall be the laws of the State of Oregon.

Attorney's Fees. Should an action be brought in Marion County District Court or Marion County Circuit Court 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. The prevailing party shall be determined by the judge, magistrate, commissioner, or other judicial figure who presides over any such proceeding.

This Agreement has been read by, and is understood by, the Buyer(s). Buyer(s) accept(s), and agree(s) to, all terms contained in this Agreement and further acknowledges receipt of a copy of this Agreement.

(DATE)

(BUYER SIGNATURE)

(SELLER) Opalmine Kennel / Roger Peters or Kimberly Peters