

G. A Limited AKC Registration indicating the Puppy is being sold to the Buyer on a limited registration basis, which prohibits breeding of the Puppy. Pedigree registration does not assure health or quality of the Puppy. The cost of delivery shall be borne by the Buyer unless otherwise agreed upon in writing. Buyer will make arrangements to pick up the Puppy, which must be reasonably satisfactory to Seller in terms of time and safeguarding of the Puppy's health and welfare.

3. Seller's Representation, Rights, and Warranties: Seller hereby represents and warrants as follows:

- A. The Puppy is whelped from a litter bred by the sire and dam described herein, to the best knowledge of Seller, the pedigrees, and genetic clearances provided to Buyer are true and correct. No representations, verbal or implied, have been made in regard to said Puppy's abilities.
- B. To the best of the Seller's knowledge, at the time of the delivery of the Puppy to Buyer, the Puppy is in good health, has no disease or apparent genetic defects, disability, or deformities; [with the exception that the Seller's veterinarian has indicated _____]. The Puppy was last seen by a veterinarian on May 24, 2019.
- C. If, within ten days after receipt of the Puppy by the Buyer, a veterinarian states in writing that the Puppy has a health problem caused by infectious, contagious, parasitic, or communicable disease that existed in the Puppy at the time of delivery, or if, within one year after receipt of the Puppy by the Buyer, a veterinarian states in writing that due to a hereditary or congenital defect the Puppy has died or has a condition that will shorten its life or will require constant treatment during its life:
 - 1) If the Puppy dies due to a health problem as stated above, and that health problem existed in the Puppy at the time of delivery to the Buyer but was not disclosed, the Seller shall provide the Buyer with one of the following remedies selected by the Buyer:
 - a) A puppy of equal value, if available; or
 - b) A refund of the full purchase price of the Puppy.
 - 2) If the Puppy has a health problem as stated above, and that health problem existed in the Puppy at the time of delivery to the Buyer but was not disclosed, the Seller shall provide the Buyer with one of the following remedies selected by the Buyer:
 - a) Return of the Puppy to the Seller for a refund of the full purchase price of the Puppy;
 - b) Exchange of the Puppy for a puppy of equivalent value, providing a replacement is available; or
 - c) Retainment of the Puppy and reimbursement for 1/2 of the reasonable veterinary fees not to exceed 1/2 of the original purchase price of the Puppy.
 - 3) The fee for veterinary service is reasonable if the service is appropriate for the diagnosis and treatment of the health problem and the fee for the service is comparable to fees charged by other veterinarians who are in proximity to the treating veterinarian.
 - 4) To obtain remedies, the Buyer must notify the Seller, within 2 business days, of the diagnosis by a veterinarian of a health problem and provide the Seller with the name and telephone number of the veterinarian and a copy of the full veterinarian report on the Puppy.
 - 5) If the Buyer wishes to receive a full refund for the Puppy, the Buyer must return the Puppy no later than 2 business days after receipt of a written statement from a veterinarian indicating that the Puppy has a health problem as indicated above; and Buyer shall execute all appropriate documentation transferring ownership of the Puppy to Seller, including signed AKC Transfer Application on the back of AKC registration of the Puppy. With respect to a dead animal, the Buyer must provide the Seller with a written statement from a veterinarian indicating that the Puppy died from a health problem that existed on or before the receipt of the Puppy by the Buyer. Seller has the absolute right to have an autopsy performed on the Puppy by a vet of Seller's choice at Seller's expense.
 - 6) A refund, replacement, or reimbursement of veterinary fees is not required if any one or more of the following conditions are met:
 - a) The health problem or death of the Puppy resulted from maltreatment, neglect, or a disease contracted while in the possession of the Buyer, or from an injury sustained subsequent to receipt of the Puppy by the Buyer.
 - b) A disclosure statement was provided to the Buyer that disclosed the health problem for which the Buyer seeks a remedy.

- c) The Buyer has violated any part of this contract; including, but not limited to: the Puppy has been bred, or sold, or has been allowed to get overweight, which could have a marked effect on the claimed condition, or the Puppy has been spayed/neutered prior to 18 months of age, or Buyer uses a vaccination protocol other than what is listed in this agreement.
- 7) Seller shall have the absolute right to have the Puppy examined by Seller's specialist or veterinarian at Seller's expense to confirm the diagnosis of a health problem. Should the Seller's veterinarian or specialist disagree with Buyer's diagnosis, then, a third veterinarian will be chosen by Seller to review the issue and give a diagnosis, whose fees shall be shared equally between Seller and Buyer. The majority decision of the three veterinarians will prevail.
- D. Seller retains the right to review all veterinary records of the Puppy upon demand.
- E. Seller will accept the return of this Puppy at any time for any reason during its life.
- F. Seller will promptly notify Buyer, in writing of any change in Seller's contact information including address and phone number.
- 4. Buyer's Representation, Rights, and Warranties:** Buyer hereby represents and warrants to Seller as follows:
- A. Buyer will have the Puppy examined by a veterinarian within 72 hours of delivery to Buyer, to confirm the health of the Puppy. *It is imperative that the Puppy is NOT vaccinated at this health exam, as Puppy will have already received first vaccination of Nobivac® Puppy-DPv at nine weeks of age! See section 4, paragraph B.*
- B. Buyer will inoculate the Puppy as follows, as indicated from attached nomograph specific to this litter of puppies:
- 1) At thirteen (13) weeks of age, on or around **June 24, 2019**, Puppy shall receive a dose of DP or DAP: a combination vaccine of a modified-live virus vaccine to prevent Distemper (CDV) and Parvovirus (CPV), such as Merck Nobivac® Puppy DPv; or Vanguard® DAP; or DAPPv which additionally prevents Adenovirus Type 1 (Hepatitis), Adenovirus Type 2 (Respiratory Disease), and Parainfluenza. Combination vaccine must NOT include vaccines for additional viruses and bacteria not listed above, such as Lyme, Leptospira, Bordetella (Kennel Cough), etc. *Maternal antibodies may interfere with development of an adequate immune response. Please see attached Nomograph for this specific litter, which can be given to Buyer's veterinarian.*
 - 2) At fifteen (15) weeks of age or older, on or after **July 8, 2019**, Puppy shall be given antibody titers for Distemper and Parvovirus, and optionally Adenovirus, to determine that Puppy has responded to the vaccines;
 - 3) At twenty-six (26) weeks of age or older (or as required by law), on or around **September 23, 2019**, Puppy shall receive a Rabies vaccine, apart from any other vaccine;
 - 4) At one year of age, on or around **March 24, 2020**, Puppy shall receive a combination vaccine of a modified live virus vaccine to prevent Distemper (CDV) and Parvovirus (CPV), such as Nobivac® Canine 1-DAPPv (Galaxy DA2PPv);
 - 5) At one year after the initial dose of rabies vaccine and 3-4 weeks apart from any other vaccine, on or around **September 23, 2020**, Puppy shall receive a Rabies, killed 3-year vaccine; and
 - 6) Every three years thereafter, Puppy shall be given antibody titers for distemper and parvovirus, and shall be vaccinated for Rabies as required by law. An SN titer for CDV ≥ 8 and an HI titer for CPV-2 ≥ 40 are considered protective when:
 - a) The dog is 16 weeks of age or older; and
 - b) The dog was vaccinated 2 or more weeks prior to the time the blood sample was collected.
- It is advised that vaccinations should only be reserved for well-nourished, non-parasitized, non-stressed, diseased-free animals.*
- C. Buyer will provide for the Puppy:
- 1) Water and shelter at all times;
 - 2) A minimum of 25% of the Puppy's diet must be whole, fresh foods given on a daily basis throughout the Puppy's life; and if feeding kibble, Premium ALL LIFE STAGES dog food (not Puppy food);
 - 3) Veterinary care throughout the Puppy's life;
 - 4) Regular exercise, i.e. retrieving, swimming, walks, etc.;

- 5) A safe, fenced area when off leash; and Buyer will not allow the Puppy to roam free and/or unsupervised. The Puppy is never to be tied, chained outdoors, or expected to live outdoors. Buyer agrees the Puppy will always be a house pet and treated as a valued member of the family; and
 - 6) Safe transportation while in a vehicle: Seller suggests the use of an airline-approved crate tethered to vehicle. Buyer will not allow Puppy to be transported in the bed of a pick-up truck unless the back is capped and air-conditioned.
 - D. Buyer will enroll the Puppy into an Obedience Class (i.e. Puppy Kindergarten or S.T.A.R. Puppy) starting at age 8-10 weeks and continuing with progressive levels of Obedience Classes until age 12 months, with a minimum attendance of at least eighteen (18) sessions (i.e. three six-week courses). Seller strongly suggests enrichment classes throughout the life of the Puppy.
 - E. Buyer will keep the Puppy in proper weight and will never allow the Puppy to become overweight, as defined by the Golden Retriever Breed Standard: Weight for Dogs (males) 60-65 pounds at 12 months old and 65-75 pounds at/after 24 months old; weight for Bitches (females) 50-55 pounds at 12 months old and 55-65 pounds at/after 24 months old.
 - F. Buyer will not change the registered name of the Puppy, unless Seller agrees in writing; and the first 13 characters of the Puppy's registered name will begin with ROYAL RIVER'S and continue with a name that follows the litter theme. Puppy's call name (everyday name) is of the Buyer's choosing.
 - G. Buyer will not register Puppy nor allow Puppy to be registered to any dog registry clubs (including, but not limited to United Kennel Club, Continental Kennel Club, National Kennel Club, Dog Registry of America, World Kennel Club, Champion Canine Club, American Purebred Association, Certified Pet Registration Kennel Club, etc.) without express WRITTEN consent from Seller in the form of a contract amendment. Buyer may register Puppy with the Canadian Kennel Club without written permission from Seller.
 - H. Buyer will not sell, transfer, assign, co-own, gift, or lease the Puppy to any other person or entity without the prior written consent of Seller. If Buyer is unable to provide a suitable home or cannot keep Puppy, or upon death of Buyer, the Puppy must automatically be returned to the Seller. **BUYER WILL UNDER NO CIRCUMSTANCES RELEASE, SELL, OR DONATE THE PUPPY TO ANY SHELTER, RESCUE SERVICE, HUMANE SOCIETY, BROKER, PET STORE, OR RESEARCH FACILITY.**
 - I. Seller requests immediate notification from Buyer if:
 - 1) The Puppy is ever lost or stolen, or upon death of the Puppy;
 - 2) At any time in the Puppy's life the Puppy experiences serious illness or injury;
 - 3) Buyer wishes to have hip surgery performed on the Puppy;
 - 4) Buyer wishes to have Puppy euthanized.
 - J. Buyer will NOT breed Puppy, nor allow breeding of Puppy under any circumstances. **IN THE EVENT IT IS ASCERTAINED BY SELLER THAT BUYER HAS BRED PUPPY OR ALLOWED PUPPY TO BE BRED CONSTITUTING A BREACH OF THIS AGREEMENT, THEN SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES OF \$20,000 PAYABLE TO ROYAL RIVER RETRIEVERS FOR EACH INSTANCE.**
 - K. Buyer acknowledges and agrees to spay/neuter Puppy: not prior to 18 months of age; and, no later than 24 months of age; and
 - 1) For the Bitch (female) Puppy, Buyer will spay: no earlier than 18 months of age; not prior to two months after her second completed heat cycle (Estrous); and, no later than 24 months of age.
 - 2) Buyer will provide Seller with a copy of the veterinarian report confirming spay/neuter of Puppy within 30 days of such surgery.
 - L. Buyer will promptly notify Seller, in writing of any change in Buyer's contact information including address and phone number.
5. **Returns:** Buyer guarantees Seller Right of First Refusal if the Puppy is to be sold or disposed of in any way. Buyer (or heirs, upon the death of Seller) MUST contact the Seller immediately; Seller will help with placement in an appropriate new home or take the Puppy back to care for it until such time as an appropriate new home is found. Buyer shall execute all appropriate documentation transferring ownership of the Puppy to Seller, including signed AKC Transfer Application on the back of the AKC Registration Certificate:
- A. If, within ten days from the date of delivery, Buyer is not satisfied with the Puppy for any reason, the Puppy may be immediately returned to the Seller at Buyer's expense for a refund of the purchase price minus the non-refundable deposit, provided the Puppy is in the same condition as at the time of sale.

- B. If, at any time during the lifetime of the Puppy, the Buyer cannot or does not wish to keep the Puppy for any reason, *other than as warranted in section 3, paragraph C*, Buyer shall return Puppy to Seller as stated above. There shall be no refund of the purchase price for this return.
 - C. If Puppy is returned for any reason, all costs of transportation and associated costs shall be the Buyer's responsibility.
 - D. Proper notice must be given before returning the Puppy for any reason to ensure that the Seller will be available. This provision is to insure the health and welfare of the Puppy, and to protect the Seller's interest in having dogs of her breeding placed in appropriate homes.
6. **Default:** Should Buyer default in any of the provisions set forth in this Agreement, Seller shall have all rights and remedies available at law or equity, to be governed by the Laws of the State of Maine including the right to retrieve the Puppy as follows:
- A. Seller shall retain a first and prior lien on the Puppy for the lifetime of the Puppy. Should Buyer default in any of Buyer's obligations contained herein, Seller shall give Buyer written notice of the default, and if Buyer has not cured such default within ten (10) days of the date of notice, Seller shall have the right to proceed with any such legal action necessary to regain possession of the Puppy in enforcement of Seller's lien.
 - B. Venue and jurisdiction for resolution of any disputes concerning the interpretation or enforcement of this Contract shall be in the Small Claims docket of the Portland, Maine District Court and governed by the laws of the State of Maine. Buyer irrevocably waives all right to jury trial, including jury trial on appeal from small claim judgement.
 - C. Attorney Fees and Costs: The prevailing party in any lawsuit that arises out of this contract shall be entitled to his or her attorney fees.
7. **Buyer's Acknowledgements:** Buyer has read, had the chance to ask questions, understands, and accepts the above contract and terms in its entirety, and agrees by signature below that all portions and parts constitute a legal and binding contract to all parties involved. Buyer furthermore acknowledges that Buyer is purchasing a living, breathing animal for which Buyer will be responsible for the Puppy's lifetime, which is a substantial commitment. Buyer is authorized to bind all the members of their family to this agreement and does so by signing below.

Buyer's Signature _____ Date March 25, 2019

Buyer's Signature _____ Date March 25, 2019

Seller's Signature _____ Date March 25, 2019