

Sunnyside Goldens of Eden  
Larisa Harris  
PO BOX 1224 Eden, UT 84310  
801.866.6982

## Sales Contract & Health Guarantee

This agreement is between Larisa Harris of Sunnyside Goldens, *hereinafter known as "Seller"* and:

Buyer(s) Name: \_\_\_\_\_ / \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_ ; *hereinafter known as "Buyer"*  
E-mail Address

### Deposit & Reservation of Dog/Puppy:

1. Buyer will pay Seller a \$500.00 USD nonrefundable deposit to reserve a spot with a litter.
2. Puppies are chosen on a first come, first serve basis, in order deposit is received (first deposit gets first pick, second deposit gets second pick, etc)
  - a. Seller will notify Buyer of their position within the litter chosen by Buyer upon receipt of deposit
3. Seller reserves the right for first pick of litter.
4. Seller reserves the right to refuse service to anyone.
5. Should Buyer change mind or decide not to purchase a puppy, the deposit is forfeited to Seller.
  1. Seller will refund deposit only if unable to provide Buyer with a Puppy as anticipated due to mother not conceiving or producing enough puppies to cover the number of deposits.
  2. Buyer may move deposit over to future litter should they be unable to adopt puppy from original litter
  3. If a refund of deposit is given, all conditions and warranty listed in this Contract will be null and void upon refund of the deposit.

\_\_\_\_\_  
(Buyer's Signature agreeing to terms listed above under *Deposit & Reservation of Dog/Puppy*) Date

### **Record of Payment (To be completed by Seller):**

***This contract will also hold as a receipt for the payments received from Buyer as stated below:***

Purchase Price of Dog/Puppy \$ \_\_\_\_\_

\$ \_\_\_\_\_ USD NonRefundable Deposit Amount of \$500.00 USD received on \_\_\_\_\_

Additional Shipping/Handling Amount of \$ \_\_\_\_\_ USD received on \_\_\_\_\_

Final Amount of \$ \_\_\_\_\_ USD received on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Date Buyer acquired Dog/Puppy: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## Conditions Of Sale/Health Guarantee

### **Description of Dog/Puppy:**

*The Dog/Puppy sold pursuant to the terms of this agreement is as follows, hereinafter known as "Dog":*

*Breed: Golden Retriever: English Cream / American*

*Goldendoodle Generation: F1 / F1B / Mini / Standard*

*Standard Gender: Male / Female*

*Color: \_\_\_\_\_*

*Sire: \_\_\_\_\_*

*Dam: \_\_\_\_\_*

*Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_*

### **Health:**

The Seller warrants the Dog being adopted, as described on page 1 of this agreement, to be in good health at the time of sale and that the Dog/Puppy has received all necessary, age-appropriate vaccinations and de-worming. The Dog/Puppy has also been examined by the Seller's licensed veterinarian and leaves Seller's possession with a good bill of health.

Buyer shall have the Dog examined by a licensed veterinarian *within 72 hours of possession*.

Request to return the Dog to Seller for a refund must be made within this 72 hour time-period

Seller will only accept request for a refund/return of Dog if the said Dog is diagnosed by a licensed veterinarian as sick upon arrival or to be in poor health or have a health issue of such nature that the quality of life will be seriously shortened or altered.

1. Seller has the right to a 2<sup>nd</sup> opinion from a licensed veterinarian at their expense.
2. Seller not responsible for veterinarian expenses incurred by Buyer
3. Minor health ailments are not included

(minor health ailments are conditions such as fleas, ticks, worms, etc., but not limited to)

If Buyer does not meet the requirements stated above, the health warranty offered by Seller is null and void & a replacement puppy or refund will not be accepted.

The Dog is sold as a pet only and is not to be used for breeding purposes.

Buyer shall spay/neuter the Dog by 12 months of age.

Buyer shall provide official spay/neuter certificate to Seller by 12 months of age.

If these conditions are not met

1. The health warranty offered by Seller is terminated and void
2. Buyer shall pay Seller the sum of \$10,000.00 USD
3. Seller may take further legal action to enforce this clause

Buyer shall be liable to the Seller for any attorney fees, court filing fees, service fees and any other fee related to enforcement of this clause.

## **Warranty Terms & Conditions:**

2 year Health Warranty against any inherited, life threatening diseases until Dog turns 24 months of age.

### **Buyer Responsibilities:**

Buyer agrees not to abandon the Dog to an animal shelter, Humane Society, Dog pound, pet mill or pet store.

The health warranty is only applicable to the original Buyer stated in this contract.

- a. If Dog has changed ownership, been sold or given away, the health warranty immediately becomes void.

Buyer acknowledges that there is no promise (express or implied) that the Dog will be non- shedding or non-allergenic.

Buyer agrees that the Dog's size and color are not predictable and the Seller makes no promise or warranty regarding size, color, coat appearance, or any physical/behavioral trait.

Should the Dog be diagnosed with an inherited, life threatening disease, Buyer must:

1. Notify Seller immediately
2. Send Seller official diagnosis & prognosis from a licensed veterinarian, along with any records showing proof of the inherited, life threatening disease (ie: blood results, x-rays, etc) *within 5 days of diagnosis.*

Health Warranty will be terminated immediately and void should a veterinarian suspect that an injury, poor health management/diet or mistreatment to Dog be the cause or contribute to the animals condition.

Health Warranty will be terminated immediately and void if all terms & conditions in this entire contract are not met by Buyer

### **Seller Responsibilities:**

Should the Buyer meet all the above criteria and should a licensed veterinarian diagnose the Dog as having a life threatening, hereditary disease before the Dog turns 24 months of age, the Seller will:

Reimburse Buyer veterinarian expenses up to 100% of the original purchase price of the Dog, minus any shipping/handling fees.

**OR**

Replace the Dog with one of equivalent and comparable quality from Sellers next available litter.

1. If Seller does not have another Dog of equivalent and comparable quality, a refund in the amount of the original purchase price, less any shipping/handling fees paid, will be given.
2. This is at the Seller's discretion only
3. Buyer to pay for any shipping/handling costs incurred for replacement Dog
4. Buyer to pay Seller difference in purchase price if the replacement Dog chosen is of higher value than original Dog, not including shipping/handling fees (cost of replacement Dog less price paid for original Dog).

Seller reserves right to 2<sup>nd</sup> opinion by licensed veterinarian of their choice

## Statement of Agreement

The parties agree that this Contract was made in the State of Utah and agree that it shall be governed by and construed in accordance with the laws of the state of Utah and the parties agree to submit to the jurisdiction of the courts of the State of Utah for any dispute arising from this Contract or transaction.. Each party will bear its own costs of litigation, except for breaches of contract arising from this Contract.

In order to validate this contract, the contract must be fully completed & signed by the legal new owner of the dog described herein, as well as signed by the Seller, and delivered to Seller prior to the subject dog leaving Seller's premises. The terms/conditions of the health warranty, including but not limited to replacement of Dog or refund, will be null and void if Buyer fails to complete all conditions, terms and requirements stated throughout this contract and health warranty.

I, as the Buyer of the Dog described in this Contract, do hereby declare that I have read and fully understand and agree with all the terms, conditions, and warranties contained herein. I also understand that under no circumstances shall the Seller be liable to the Buyer for consequential incidental or special damages resulting from or in manner related to the Dog. Additionally, Buyer shall indemnify Seller from any damages to a third party related to the Dog.

Upon execution of this contract, all expenses related to the stated Dog, including but not limited to, feeding, training, veterinarian expenses, are the sole and exclusive responsibility of the Buyer.

Seller affirms that the Dog described in this Contract of Sale and Warranty is the Dog delivered to Buyer. Seller agrees to the terms, conditions and warranties contained herein.

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Seller Signature: Larisa Harris (Sunnyside Goldens of Eden) DATE

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Buyer(s) Signature Date

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Buyer(s) Name Printed