



Sales Contract – Health Guarantee

This contract is entered into between GoldWynns Goldens (hereinafter referred to as, "SELLER") and Buyer's Name (hereinafter referred to as, "BUYER").

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This is to certify that the dog known as: Color

Was sold to:

Name: Buyer's Name  
Address: Buyer's Street  
City/St/Zip: City, State zip  
Email Address: E-mail  
Phone Number: Home: Buyer's Home Phone Cell: Buyer's Cell Phone

PAYMENT INFO

Purchase Price: \$?.00  
Shipping: \$?.00 Delivery Method (We will deliver to Texas \$150.00)  
Amount Paid: \$500.00 Paid in full PayPal March 04, 2018  
Balance Remaining: \$?.00\* paid on or before delivery

*\*Balance Due 10 days prior to delivery unless other Arrangements are made. Thank You!*

PUPPY INFO

Breed: English Cream Golden Retriever  
Gender of Puppy: Gender  
Date of Birth: August 27, 2018  
Color: ENGLISH CREAM  
MicroChip No.:  
Sire: Clumbret Nobility of Knights (Nick)  
Dam: GoldWynns One Of A Kind Gabriella (Gabbie)

**TERMS OF PURCHASE**

SELLER makes the following assertions at the time of BUYER taking possession of the dog:  
The dog is in good health, free of known contagious diseases and has had vaccinations required for its age at the time the puppy is delivered to BUYER.

Initials: Seller: RAW Buyer: \_\_\_\_\_

This puppy is being sold with LIMITED AKC REGISTRATION. This means that he or she will not have breeding rights and will not be authorized to be bred for any reason. The BUYER is also prohibited from registering this puppy with any other registry other than AKC, unless agreed to by the Breeder. If SELLER has proof that this puppy has been bred, then BUYER agrees to relinquish this dog back to SELLER and relinquish any rights to this puppy and all puppy papers.

### **BUYER AGREES TO THE FOLLOWING PROVISIONS OF THE SALE**

1. BUYER certifies by signing this agreement that the dog will live with BUYER, will have adequate exercise, nutritious food and necessary health care from a licensed Veterinarian.
2. BUYER also certifies, by signing this agreement, that he/she is not acting as an agent in this purchase; that the BUYER will not sell this puppy to a pet store, guard dog business or a medical research facility.
3. BUYER agrees to never surrender a GoldWynns Golden puppy/dog to an animal shelter, dog pound or any other organization or person that would risk the animal being euthanized. But, will return the puppy to GoldWynns Golden to re-home.
4. BUYER agrees that for any reason they cannot keep this puppy, then they will return the puppy to GoldWynns Golden for re-homing and not resell the dog.
5. BUYER agrees to have this puppy spayed or neutered after the puppy is at least one(1) years old. New studies link earlier spay/neuter to cancer, so we suggest waiting until they are older before spay/neuter. We do not recommend that you spay/neuter before one(1) year old, to allow for development.
6. Initial 72 hour Health Guarantee requirements and provisions
  1. In order to effectuate any guarantee or guarantee as the general health of the dog, the BUYER shall have the puppy examined by a licensed veterinarian within 72 hours of receipt of the puppy. If the health of the puppy is found to be at serious risk due to a life threatening congenital defect (existing at birth), BUYER shall notify SELLER and provide a written statement from a licensed veterinarian explaining the condition. (This does not include worms, fleas, mites, giardia , coccidiosis, or any other parasites, as they are common to dogs and are easily treated.)
  2. BUYER can elect to keep the dog, assuming all costs for its care, or may return the dog for a full refund of purchase price, less shipping, upon SELLER's receipt of the veterinarian's statement regarding the puppy's health. If BUYER returns the puppy, it must be in same condition as it left SELLER. This provision will expire 72 hours after BUYER takes possession of the dog. SELLER assumes no responsibility for Veterinarian or shipping costs. Nor is SELLER responsible if puppy contracts a communicable disease after leaving SELLER's possession.
7. **BUYER understands that full payment is due at the time BUYER takes possession of the dog, if picking up in person. If puppy is being shipped or delivered by Breeder, the balance will be paid in full 10 days prior to the shipping/delivery date. BUYER can also pay with PayPal, but will be responsible for all PayPal fees.**

Initials:

Seller: RAW

Buyer: \_\_\_\_\_

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## **SELLER AGREES TO THE FOLLOWING PROVISIONS OF THE SALE**

1. The SELLER will obtain the AKC litter registration after the birth of this litter.
2. The SELLER will provide the AKC "Official Ownership Registration Form".
3. The SELLER will microchip each puppy.
4. The sale is without any warranties or guarantees as to the health of the dog other than as specifically stated herein.
5. The SELLER will have your puppy examined by our licensed veterinarian before pick up.
6. SELLER makes no guarantee regarding loss of the dog because of accidental death, theft, sickness or any other loss beyond SELLER's control.
7. Under no conditions and at no time during the life of the dog will SELLER pay or assist in paying veterinary expenses.
8. SELLER does not guarantee size or color. There is no way to know how a puppy will turn out as an adult. We do our best to estimate but it is not an exact science. We know what both parents and usually grandparents look like and how the puppy looks at time of pick up, but do not guarantee the exact shade of cream or size that this puppy will be full grown.
9. TEMPERAMENT: We raise and breed loving, smart and loyal pups. A great deal of time is spent socializing and getting them familiar with lots of sights and sounds. However, no amount of care can produce a perfect dog. The eventual personality of the puppy/dog is due greatly to the influence of the environment and training techniques, or lack of training. While we strive to produce well adjusted happy puppies their ultimate personalities cannot be guaranteed.
10. GoldWynns Goldens retains first right of refusal for this puppy/dog should BUYER decide to resell, surrender, or give away puppy/dog.
11. SELLER has the right to decide, at any time, to stop breeding English Cream Golden Retrievers. In this case, no replacement puppies or monies shall be given and this contract shall be null and void.
12. SELLER does not refund money in whole or part for any reason other than stated in this Guarantee.
13. SELLER has the right to cancel this contract at any time prior to puppy reaching delivery to BUYER. If SELLER opts to cancel the contract, they will refund BUYER's deposit within one week of cancellation.
14. SELLER offers a 5 year Health Guarantee on this puppy as long as BUYER feeds this puppy the recommended Life's Abundance Daily System and Life's Abundance agility formula supplement(after 6 months). The BUYER must purchase these items using our number so it can be tracked. This will show they have remained on the food and supplements for the entire five(5) year period. This will assure puppy has had optimum nutrition during this time. We also, highly recommend you continue your puppy on Life's Abundance Daily System for the rest of your puppy's life to promote optimal health for his lifetime.

### **WE GUARANTEE THE FOLLOWING DURING THIS 5 YEAR PERIOD**

- Moderate or severe hip or elbow dysplasia. Puppy must have a new x-ray to confirm and it must be documented by an OFA documents and certification

Initials: Seller: RAW Buyer: \_\_\_\_\_

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- Heart Murmur of grade 5/6 to 6/6. This must be documented by a veterinarian cardiologist with an echo-cardiogram.
- Should puppy/dog be diagnosed with these above conditions during this 5 year period while on Life's Abundance daily system, then the Puppy/Dog can be kept by BUYER and SELLER will furnish BUYER with a replacement puppy from next available litter of comparable value, after all appropriate documentation from veterinarians have been sent to SELLER. SELLER has right to have their veterinarian look at findings. BUYER can keep their original puppy/dog that is now part of the family. BUYER is responsible to pick up new puppy or pay for shipping.

A) Should BUYER choose to NOT feed the dog food recommended, then SELLER will guarantee the puppy for 1 year only against moderate or severe hip or elbow dysplasia, or a grade 5/6 or 6/6 heart murmur.

Should puppy be diagnosed with these above conditions within the 1yr period then refunds are as follows.

- The BUYER can keep the puppy and SELLER will furnish a replacement puppy for ½ the current price.
- BUYER can return puppy to SELLER in good condition and SELLER will give BUYER a replacement puppy from next available litter of comparable value. BUYER will be responsible for all shipping costs for both puppies.
- All appropriate documentation from veterinarians must be sent to SELLER.

**Low Quality dog food is a sure way to be malnourished or adversely affect the development of a puppy. While the puppy may appear to be at the appropriate weight for their age, low quality dog foods fail to supply the necessary proteins and minerals required for proper growth of the muscular skeletal system, and proper growth of the brain and nervous system.**

**VOIDING OF THE Five(5) Year Health Guarantee:**

1. If BUYER at any time during the 5 yr period stops feeding Life's Abundance and supplements. When BUYER fails to give this quality dog food and supplements to puppy, this Health Guarantee is canceled
2. If the BUYER does not follow through with shot requirements and veterinarian visits in a timely fashion.
3. If there are any signs of neglect or abuse to your puppy.
4. If the BUYER allows this dog to become severely overweight or under nourished at any time. Recent research does indicate and show that diet and physical condition greatly contribute, if not actually be the cause of hip and joint problems in large breed dogs. Although these disorders can be hereditary: poor diet, overfeeding, or improper exercising of a puppy is a known contributor to these large breed dog skeletal disorders.

Initials:            Seller:   RAW              Buyer: \_\_\_\_\_

5. If there is evidence of abusive exercising such as treadmills or track running or any evidence of lack of appropriate exercise. We want your dog to play sensibly: it should be in a reasonable manner, so as to not do damage to joints and bones. Running distances is not recommended or lots of jumping or climbing stairs, until after one year of age and will void this contract
6. If dog has been bred.
7. We are not responsible for accidents, negligence or poisonings.
8. Previous related trauma(broken bones, related injuries, etc)

SPECIAL TERMS

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NONE

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This sales contract is non-transferable. Should BUYER relinquish ownership of the dog to GoldWynns Goldens, for any reason, this sales contract shall be deemed null and void.

**Amendment and Termination.** No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing, dated subsequent to the date of this agreement, signed by both the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

This agreement constitutes the entire understanding of the parties and supersedes all prior understandings, whether written or oral, among the parties with respect to the subject matter of this agreement. Any private treaty terms shall be written in the space immediately provided hereunder. To the extent any private treaty terms is not written herein, no agreements or promises shall be implied in connection with this contract without exception.

If any term or provision of this agreement is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this agreement.

No heading or caption contained in this agreement shall be considered in interpreting any of its terms or provisions.

This agreement shall be governed exclusively by the laws of the county of Ellis, State of Texas and venue is contractually agreed to be in Ellis County, Texas for all purposes.

This agreement and any amendment may be executed in any number of counter parts, with the same effect as if all parties had signed the same document.

Initials:            Seller: RAW                            Buyer: \_\_\_\_\_

In the event of a breach of, or default under the terms of this agreement by any party hereto, the non-breaching or non-defaulting party or parties shall have such rights and remedies as may be available at law or in equity. In addition to the remedies at law, the parties hereto specifically agree that such remedies at law are not adequate to compensate the non-breaching or non-defaulting party or parties for damages incurred. According, the non-breaching or non-defaulting party or parties shall be entitled to enforce this agreement by specific performance in addition to their rights and remedies at law.

In any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recovery of reasonable attorney's fees and all other costs and expenses of litigation from the other party, which amounts may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which amounts shall be, in addition, to the other relief which may be awarded.

Each and all of the covenants, terms and provisions of this agreement shall be binding upon and inure to the benefit of the successors, transferee's, heirs and assigns of the respective parties.

Wherever the context shall so require, all words herein in the male gender shall be deemed to include the female or neutered gender , and all singular words shall include the plural and all plural words shall include the singular.

I have carefully read this document and agree to these terms and responsibilities and we will not hold GoldWynns Goldens or its owners responsible for my Dog's actions.

This agreement shall not be strictly construed against any party hereto:

**DATE:** Date

**BUYER:** Buyer's Name

\_\_\_\_\_  
Sign Name

**SELLER:** Roger A. Wynns

R. A. Wynns  
Sign Name

Initials:

Seller: RAW

Buyer: \_\_\_\_\_

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