**River Down Goldens LLC**

**2635 Weber Rd Malabar, Florida 32950**

**CONTRACT OF SALE**

**Buyer(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Email Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Puppy: \_ \_\_\_\_\_\_\_ \_\_ \_\_\_\_\_\_\_\_ , Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of Birth: \_\_\_/\_\_\_\_\_/\_\_\_\_\_\_AKC Reunite Microchip#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AKC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registration Type: Limited\_\_\_\_\_\_\_\_**

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

**AKC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**AKC# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **THIS River Down Goldens LLC CONTRACT OF SALE** (the “Agreement”) is made and entered into \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”) by and among River Down Goldens, LLC (“River Down Goldens”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Buyer”). The parties to this agreement may be referred to herein individually as a “Party” and collectively as the “Parties”, and it provides as follows:

**WITNESSETH:**

 **WHEREAS, River Down Goldens LLC** agrees to sell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Puppy”) and Buyer desires to purchase Puppy under the terms and conditions laid out in this Agreement; and

 **NOW THEREFORE,** for and in consideration of the mutual covenants contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. **Transportation**. All aspects of transportation for the Puppy will be the responsibility of the Buyer. If Buyer hires a transportation company, Buyer understands and agrees that the condition of the Puppy when it arrives might be less than satisfactory. Buyer agrees that River Down Goldens will not be responsible nor can River Down Goldens guarantee safe and/or timely delivery of the Puppy.
2. **Required Veterinarian Care**: Buyer agrees to have the Puppy examined by a licensed veterinarian within three (3) business days of receipt of the Puppy (“First Puppy Well Check”). An in-house fecal exam must be completed at this First Puppy Well Check; however, it is also suggested to have a fecal specimen sent offsite for laboratory testing. Puppies are susceptible to picking up parasites especially during the first three (3) months of changing environments while their immune system is immature. Timely diagnosis and treatment is essential for young puppies. Buyer should continue providing inoculations, flea, and heartworm prevention in accordance to the advice of his/her veterinarian.

If at this First Puppy Well Check a licensed veterinarian does not find the Puppy to be free of congenital or hereditary diseases, this Puppy may be returned within 24 hours and a replacement puppy of equal value will be provided as soon as one is available. All veterinarian records must be provided and all documentation provided by River Down Goldens to Buyer must be returned. All transportation expenses are the Buyer’s responsibility. Parasites, bacterial infections, injuries, and/or viruses are not considered congenital or hereditary and a replacement puppy will not be provided.

The Buyer is responsible for the daily health care and maintenance of said pet, including all immunizations and examinations after purchase, as well as providing necessary medication and follow-up treatments per veterinarian’s recommendation. Treatment for any/all congenital, genetic, and/or environmental conditions are the sole responsibility of the owner. River Down Goldens does not reimburse for veterinary expenses following a puppy going home for any reason. River Down Goldens does not provide veterinary care or reimbursements for Puppies not in our care or jurisdiction. River Down Goldens will not be responsible for any reactions that a puppy may have to inoculations or medications that Buyer or Buyer’s veterinarian provides. Buyer agrees that River Down Goldens is not financially or legally liable for any conditions that a Puppy may develop during its lifetime after it leaves River Down Goldens care.

1. **Pet Insurance.** Buyer is required to enroll Puppy in the AKC 30 day free insurance through Trupanion pet insurance, and provide proof of enrollment to River Down Goldens **prior** to taking puppy home. Trupanion Policy Number \_\_\_\_\_\_\_\_\_\_\_\_.

Although only the 30 day free insurance is required for this purchase, River Down Goldens strongly recommends that Buyer maintains insurance for the lifetime of their pet. Pet Insurance provides coverage for the treatment and care of a pet’s future injuries and illnesses. It is meant to help an owner afford the cost of medical care for their pet, which can be both unexpected and expensive. The first three years of the Puppy’s life are critical as far as growth, development, and environmental exposures. Choosing not to purchase pet insurance is against River Down Goldens’ professional recommendation, as veterinary expenses are usually unplanned and unexpected. Failure to enroll in the free 30 days insurance makes the guarantee null and void. Nationwide also has a great program as well.

1. **Care**. Buyer agrees to house, socialize, maintain and care for this Puppy in such a manner as is healthy and proper for such an animal. Remember that the environment and how the Puppy is raised have a tremendous impact on how the Puppy will turn out as an adult. Environment plays a huge part in joint development and temperament.

Exercise restrictions should be enforced for growing puppies. Puppies should be limited to short leash walks and free play. Swimming is the best exercise for growing puppies. Puppies should not jump up or down from surfaces that would jar the developing joints. Puppies should not go up or down flights of stairs repetitively.

Puppies should remain lean and not overweight. A lean dog would be considered a 3-4 on a veterinary body condition rating. Overweight dogs are more susceptible to joint dysfunctions, heart disease and injury. Failure to do so makes the health guarantee null and void.

1. **Genetic Guarantee.**  River Down Goldens guarantees that this Puppy is healthy and has had all recommended inoculations for its age at the time of sale. However, hip dysplasia, specifically, is screened for in all River Down Goldens’ breeding stock. Buyer understands that the screening parents is not a guarantee that all puppies will be problem free; it only decreases the probability. Hip Dysplasia is the number one predisposition in Golden Retrievers. Hip dysplasia is a world-wide breed problem. Congenital, genetic and environmental causes of hip dysplasia are all possible in this breed, even when breeders such as River Down Goldens take precautionary steps. The Orthopedic Foundation for Animals reports that 1 in 5 Golden Retrievers have some degree of hip dysplasia.

If at any time on or before this Puppy’s first birthday any genetic problems and/or congenital conditions are found, Buyer shall be entitled to a replacement puppy from River Down Goldens of equal value as soon as one is available.

For a diagnosis of hip dysplasia to be a qualifying condition under this Genetic Guarantee, it must be graded as “Severe” by radiographs submitted to The Orthopedic Foundations for Animals. “Mild” or “Moderate” hip dysplasia do not qualify under this Genetic Guarantee. **Buyer must notify River Down Goldens by email within 24 hours of visitation to the veterinarian if “Severe” hip dysplasia is diagnosed.**  Buyer is required to submit a letter from Buyer’s veterinarian stating the health problem, submit all veterinary records to date to River Down Goldens, have The Orthopedic Foundation for Animals diagnose the Puppy’s hip dysplasia as “Severe” and engage in a verbal consultation between River Down Goldens’ veterinarian reviewing the records with both the Buyer and the diagnosing veterinarian regarding your Puppy in order to exercise this Genetic Guarantee.

Buyer understands that refunds are **not** provided for any reason. A replacement Puppy is the **sole remedy** River Down Goldens offers for its Genetic Guarantee.

River Down Goldens does everything in its power to assure that the Puppy is healthy and has been bred and born as free of congenital and hereditary/genetic problems. Reasonable precautions have been taken to prevent this Puppy from acquiring parasites, bacteria, viruses, hereditary problems, but because environmental causes of such problems are possible. Buyer agrees, as indicated below by signing of Buyer’s initials, that River Down Goldens will not be responsible for any other conditions that this Puppy may develop during its lifetime.

1. **Spay/Neuter**. Buyer agrees to wait until the Puppy is at a minimum 2 years old for a female, 3 years old for a male before having him/her spayed/neutered. Early spaying/neutering can be harmful to this Puppy in the area of orthopedics, cancer and behavior. Opting for early spay/neuter will make the Genetic Guarantee null and void. Premature neutering and spaying is the number 1 reason for hip dysplasia in Goldens and the US has the highest rate due to a nationwide belief that people will not be responsible, so rescue organizations are now doing surgeries as early as 12 weeks, which is unconscionable.
2. **Payment**. Buyer understands that A $500.00non refundable deposit holds your puppy .For the protection of this Puppy, in general, is the utmost importance to River Down Goldens. Payment in full is due at the time of the sale of the Puppy, or if being transferred, prior to delivery date.
3. **Indemnification**. Buyer agrees to indemnify and hold River Down Goldens harmless for any damages awarded, settlements or judgments resulting from injuries sustained and/or caused by this Puppy. River Down Goldens is not financially responsible or liable for any Puppy following going home with the Buyer.
4. **Future Transfer of Puppy.** If Buyer decides not to keep this Puppy for any reason or age, River Down Goldens will have the first opportunity to become the Puppy’s new owner, or approve any other home. Prior written consent from River Down Goldens is mandatory for Buyer to transfer ownership of Puppy. River Down Goldens has a responsibility to keep this Puppy out of puppy mills, pet stores, shelters and rescues. No monetary exchange will take place between River Down Goldens and Buyer upon return.
5. **Governing Law, Venue and Enforcement**. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Florida. Any dispute arising under or relating to this Agreement shall be pursued in and decided exclusively by the appropriate Court in Brevard County, State of Florida. Each Party consents to exclusive jurisdiction in such Court and waives all possible objections thereto.
6. **Litigation Expenses**. The Parties shall reasonably cooperate in performing such actions as may be necessary to effectuate the terms of this Agreement. Should a dispute arise between the Parties, the prevailing party shall be entitled to recover from the non-prevailing party any costs, fees and expenses of litigation incurred in connection with any dispute arising out of or relating to the provisions of this Agreement.
7. **Entire Agreement**. The parties hereby covenant and agree that this Agreement combined with the exhibits referenced herein, sets forth all of the promises, covenants, agreements, conditions and understandings between them. This Agreement shall not be amended or modified except in writing signed by all Parties.
8. **Severability and Modification.**  Should any provision of this Agreement be determined by any court or body having competent jurisdiction to be illegal or invalid, the validity of the remaining provisions shall not be affected, and any illegal or invalid provisions shall be deemed not to be part of this Agreement, the remainder of which shall remain in full force and effect.
9. **Counterparts and Execution**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Signatures may be transmitted in PDF format by email and shall have the same force and effect as an original signature.
10. **Buyer’s Acknowledgments**. Buyer acknowledges it has reviewed, understands, and had the ability to ask any and all questions pertaining to the following documents in connection with this purchase: (1) this Puppy’s health inspection; (2) the “Know the Breed You’re Buying” document; and (3) the “Puppy Packet Checklist” document.

**IN WITNESS WHEREOF**, the Parties, through themselves, or their appropriate officers or agents, have executed this Agreement, effective on the date first written above.

**BUYER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_**

**SELLER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_**

River Down Goldens **LLC**

**Karissa Tolliver @ 321-480-2555**

**River Down Goldens**

**2635 Weber Rd**

**Malabar ,Fl 32950**

River Down Goldens  **on Facebook and Instagram**

**Email: Karissat@me.com**

We are so excited to welcome you to the River Down Goldens of Malabar Family!  This is just the beginning of our relationship and we look forward to hearing from you in the future. We are available to you after the purchase of your dog, if you have any questions about health, housebreaking, or training, all you need to do is give us a call.  We also appreciate pictures, videos, stories, updates and testimonials.  We wish you all the blessings that your dog can give you!