

Best Kept Labs
15680 County Route 5
Clayton, New York 13624
www.bestkeptlabs.com
Sales Agreement

This sales agreement is between Viola M. Foresman, d.b.a. BEST KEPT LABS, herein after referred to as "Seller" and _____, herein after referred to as "Buyer(s)". In consideration of payment in full of the purchase price for dog/puppy (does not include additional shipping fees or other associated fees) of \$_____ by Buyer to Seller. Seller agrees to transfer to Buyer, subject to the terms and conditions contained in this Sales Agreement, the ownership of one _____(color) MALE or FEMALE (circle one) Labrador Retriever puppy/dog, herein after referred to as the "puppy" (regardless of age), from the mating of the sire and dam identified below.

Additional Information (if needed):

SIRE: **TEDDY**

DAM: **RAYNA**

LITTER DATE OF BIRTH: **21 May 2019** PUPPY AKC Registration #: _____

Seller certifies that this puppy was bred in accordance with the American Kennel Club (AKC) registration requirements for purebred dogs. Individual puppy registration papers will be given to the Buyer once full payment is received and this Sales Agreement has been signed and returned to Seller.

This puppy is being sold with **LIMITED** registration status. Please refer to the AKC web site, www.akc.org for further definition of these terms. **Puppy MUST BE REGISTERED WITH AKC NLT 6 MONTHS OF AGE. FAILURE TO DO SO VOIDS THIS AGREEMENT.** "Limited" registration denies registration privileges to any offspring of this puppy, and is the Sellers confirmation that this puppy is intended as a family pet, not for breeding.

By signing this Sales Agreement, the Seller and Buyer fully understand and agree to the following:

1) **Buyer must have new puppy examined by a licensed veterinarian (DVM) within 72 hours of delivery. If an exam is not completed by DVM within the 72-hour requirement, this contract becomes null and void.** The ONLY EXCEPTION to the 72-hour requirement is if a Federal Holiday falls within this timeframe. Buyer will receive an additional 24 hours to complete the requirement in this case. Buyer must provide seller with proof of completion of this requirement. Proof must be in the form of a picture or photo copies of the documents sent via text or email to Seller. Documents must include date of exam, buyer's name, puppy's name, sex, and color. Typically, all of this information is found on the bill of service.

2) The Seller will provide a vaccination record and microchip information of the purchased puppy to the Buyer. If the puppy is due for age appropriate vaccinations (including Rabies), and the Buyer(s) fails to provide vaccinations, this guarantee is null and void. **Buyer(s) must register the puppy's microchip within 72 hours of documentation received from the Seller. Failure to do so will void this agreement.**

- 3) The Seller shall not be responsible for any medical costs incidental to the puppy after Buyer(s) receives the puppy. Seller transfers the puppy described within this Sales Agreement to the Buyer as "healthy" at the time of the sale. Seller does not assume any liability for any injury to said puppy after time of sale.
- 4) **Seller is not responsible for allergies, immunity level, mites, pneumonia, mange, heatstroke, ringworm, conjunctivitis, intestinal worms & parasites, fleas, ticks, coccidiosis, parvovirus, giardiasis or ear infections once puppy has left Seller's hands.** Buyer is responsible for keeping their puppy away from contaminated areas, as well as out of the heat and cold drafty places.
- 5) The **Seller shall provide to the Buyer(s)** individual registration certificate(s) for the puppy being purchased **ONLY after payment in full and this Sales Agreement has been signed and the Seller has a signed copy of this Sales Agreement in hand.**
- 6) **If Buyer plans to show puppy, Seller does not guarantee that the puppy will become a Show Champion.**
- 7) IF THE BUYER(S) PREFERS COMMERCIAL SHIPMENT: The Seller will arrange appropriate shipment for the puppy described within this Sales Agreement, however, the Buyer(s) will pay the cost of any and all arrangements and expenses for commercial shipment of the said puppy. The puppy will be shipped via air freight of the Seller's choice of airline(s) or ground transport. The Seller cannot not commercially ship a puppy before 8 (eight) weeks of age. The Seller shall not be responsible for the safety of the puppy while in transit to the Buyer(s) place of residence/airport/point of delivery, including any and all incurred injuries as a result of transportation accidents.
- 8) **Seller will provide ground transportation for an additional fee if buyer prefers. Buyer will make appropriate arrangements with Seller for this service.**
- 9) The Buyer(s) agrees to provide annual vet exams, including heart-worm checks and preventatives, to provide all Vet recommended vaccinations and/or Titer testing, and keep records of them. Failure to comply with and provide documentation (if requested by seller) of these requirements voids all guarantees. The Buyer(s) further warrants that the puppy will be kept in appropriate conditions for its health and welfare. Puppy will be fed a suitable diet for its age and condition. Puppy will receive all necessary veterinary care to maintain its good health.
- 10) While the puppy is in the Seller's care, it shall receive deworming at 2, 4, 6 & 8 weeks of age, first set of shots and microchip. Buyer is responsible to get the 2nd (second) set of shots due at 9 (nine) weeks of age, the 3rd (third) set of shots due at 12 (twelve) weeks of age, and the 4th (fourth) set of shots at 15 (fifteen)/16 (sixteen) weeks of age. The puppy will need its Rabies shot along with their 2nd (second), 3rd (third) OR 4th (fourth) set of shots, depending on your State's requirements. (Some States will not allow the Rabies vaccination until the puppy is 16 (sixteen) weeks of age.) After the last vaccination in the puppy's series of shots, yearly vaccinations or Titer tests are required. After puppy is delivered to Buyer(s), it is the Buyer's responsibility to continue the vaccination/Titer testing schedule recommended by the Buyer's veterinarian. **SHOTS AND ANNUAL CHECK UP VISITS MUST BE COMPLETED BY A CERTIFIED VETERNARIAN.**
- 11) The Buyer is responsible to provide proper feeding, exercise, socializing, and training, all of which have bearing on the end results of a sound and healthy adult dog. **Do not allow your dog to be over or under weight.** Seller is not responsible for any damage the puppy might do at any given age to property and/or living subjects (other animals, people, etc.). **Socialization and proper training are the Buyer(s) responsibility.**

12) Seller will not be responsible for puppy if lost or stolen. Seller will not refund the purchase price of the puppy, nor will Seller give another puppy for replacement.

13) If, at any time, Buyer(s) is/are unable or unwilling to care for the puppy, wants to offer the puppy for sale, wants to transfer the puppy to a third party other than an immediate family member, Buyer(s) agrees to contact and return said puppy to Seller as first option. There will be no refund or replacement puppy. If the Seller reclaims this puppy, its disposition becomes the choice of the Seller. Registration papers and all Vet/Health records are to be transferred back to the Seller at that time. Any and all expenses in relation to returning the puppy to the Seller are the Buyer's responsibility. Buyer(s) further agrees that the said puppy should not be used for medical or any other experimental purposes or sold to a supplier, wholesaler, shelter, pound, or humane society.

14) Should the Buyer be unable or unwilling to fulfill any of the provisions set forth in this Sales Agreement, or if any local authority seizes this puppy due to neglect or abandonment, the Seller retains the right to reclaim this puppy without compensation. The Buyer(s) agrees to pay the Seller any and all expenses, including court costs and attorney fees, in enforcing the terms and provisions of this Sales Agreement. **NEITHER REFUND NOR REPLACEMENT OF PUPPY WILL BE GIVEN.** Any veterinary services needed due to negligence or lack of care will be the Buyer's responsibility and payable to Seller.

15) It is understood that the Seller and/or AKC may examine and make inquiries about said puppy at any time. If not satisfied with the condition of the puppy or the conditions in which it is kept, said puppy can or may be removed immediately. **NO REFUND OR REPLACEMENT OF PUPPY WILL BE GIVEN.** Any veterinary services needed due to negligence or lack of care will be the Buyer's responsibility and payable to Seller.

16) **Because of the many environmental conditions that also play a part in this disease, Seller DOES NOT guarantee hips/elbows.** It is the responsibility of the buyer to educate themselves about over weight puppies/dogs and environmental Dysplasia. A good website that explains age appropriate exercise is www.puppyculture.com. An explanation of canine growth plates is also part of this website. Puppies should not be participating in training or exercises involving jumping, long distance running, going up/down stairs, bouncing after balls/toys thrown in the air etc. It is the responsibility of the buyer must avoid the environmental causes of Dysplasia.

17) **To maintain this agreement, Seller requires that Buyer maintain puppy on NuVet Plus Vitamins and NuJoint DS Supplements until at least 2 years of age. Seller's NuVet Order Code is 24229. NuVet provides Seller a monthly list of customers using this Order Code as verification of purchases by the Buyer. No other proofs of purchase will be accepted. Additional information and a starter supply of NuVet and NuJoint are included in your Puppy Starter Kit.**

18) Seller strongly recommends Buyer purchase Pet Health Insurance. Seller does not endorse any specific insurance provider. A previous buyer of a Best Kept Labs puppy indicated a good pet insurance is **Healthy Paws**. He has this for his puppy/dog. Again, Seller has not used this Pet Insurance Company. Seller is simply giving you a starting point to look into it if you desire. Again, Seller does not endorse any pet insurance company.

19) **This guarantee FOR FULL (BREEDER) REGISTRATIONS is null and void if the puppy (Male or Female) is bred prior to being 2 (two) years of age.**

20) **This guarantee FOR LIMITED (PET) REGISTRATIONS is null and void if this puppy (Male or Female) is ever bred.**

21) **This Sales Agreement is NOT TRANSFERRABLE.**

This Sales Agreement contains the entire agreement between the parties and no statement or verbal agreements made by either party that are not contained in this written agreement shall be valid or binding. This Sales Agreement may not be modified or altered. Violations of this Sales Agreement will constitute BREACH of CONTRACT, prosecutable by law, and may result in mandatory confiscation and return of the puppy to the Seller.

The undersigned Buyer(s), have read and understand the stipulations of this Sales Agreement and voluntarily agree to all elements, stipulations and provisions herein, does hereby agree to abide by each of the provisions set forth within this Sales Agreement.

Printed Name of Buyer: _____

Buyer Signature: _____ DATE: _____

Printed Name of Additional Buyer: _____

Additional Buyer Signature: _____ DATE: _____

Printed Name of Seller: VIOLA M. FORESMAN (dba: BEST KEPT LABS)

Signature of Seller: _____ DATE: _____

A copy of this completed Sales Agreement, with both Buyer(s) and Seller signatures, will be provided to the Buyer(s) and the original will be kept for the Seller's records.