



## Endeavor Labradors

Sterling Heights, MI 48310

(586) 915-5766 \* [www.endeavorlabradors.com](http://www.endeavorlabradors.com)

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This agreement is made and entered into between Jeanine Asch/Endeavor Labradors (Seller), and \_\_\_\_\_ (Buyer), for the purpose of setting forth the terms and conditions of purchase by the Buyer of a purebred Labrador Retriever of the following description:

Color: Black

Date of Birth: May 7, 2017

Sex: \_\_\_\_\_

Registered Name: Endeavor \_\_\_\_\_

AKC Registration #: SR \_\_\_\_\_

Microchip #: AVID \_\_\_\_\_

Sire: ClearCreek BonaVenture Dust in the Wind "Dusty"

Dam: Can CH UAGII SHR URO1 GRCH Endeavor Just Like Heaven RN ACT2 CGCA "Bliss"

Purpose: Pet and Companion

Ownership of the puppy/dog will be transferred to the Buyer for the sale price of \$1400 to be paid on or before the dog leaves the Seller's premises via cash, certified check or money order.

The seller agrees to sell and the buyer agrees to purchase a companion dog from the litter described above subject to the following terms.

1. Seller warrants that the above described dog is a purebred Labrador Retriever registerable with the American Kennel Club and that a copy of the registration application has been provided to the Buyer as of the date of the completed purchase, together with a true copy of its pedigree. Registration papers will be sent in to the American Kennel Club by the Seller after the dog has been paid for in full.
2. Seller warrants that the above-described dog is in good health at the time Buyer assumes ownership. Buyer agrees to have the dog examined by a licensed Veterinarian within 72 hours of receipt of dog. Failure to do so will relieve the Seller of any liability from ill health of the dog. If, as a result of the examination, the Veterinarian determines that the dog is not in good health (excluding internal parasites or umbilical hernia) then the Buyer shall elect to keep the dog or return the dog to the Seller at Buyer's expense for a full refund provided the condition of the animal has not changed (health, anatomical make-up, appearance, and temperament) from that at the time of delivery. Such changes in condition will relieve Seller of all liability. If available, Seller may provide a replacement dog in lieu of a refund. If the Buyer elects to return the dog, Buyer shall, within 5 days after the date of the signing of this contract, send to Seller by certified mail a written Veterinarian's certificate stating that the dog was in ill health when examined. The Veterinarian's certificate shall explicitly state the Veterinarian's findings. Upon receipt by Seller of said certificate, Buyer shall be obligated to return the dog to Seller at Buyer's expense. Upon receipt of the dog, Seller shall be obligated to refund all monies received from Buyer toward the purchase price of the puppy, and further performance under this contract shall be null and void. All action taken to return the dog shall be done with the best interest of the dog in mind including temperature at time of shipment, non-stop flights, etc. If Buyer chooses to keep the dog, Buyer waives any and all claims regarding the dog's health and relieves the Seller from any liability resulting from ill health of the dog. After 72 hours the health of the dog is the responsibility of the Buyer.

3. If delivery is requested by Buyer, it shall be by airfreight, C.O.D. to a designated location. Buyer is responsible for costs of crate, insurance during shipment, and cost of freight charges. If Seller has to purchase crate prior to shipping, Buyer shall reimburse Seller in full for this cost.
4. Seller warrants that the dog sold hereunder is progeny of animals x-rayed and certified clear of hip and elbow dysplasia. The Seller warrants that the dog will be functionally sound in hips and elbows for the purpose described above. Any claims must be made before the dog reaches the age of 26 months. All x-rays must be evaluated by the Orthopedic Foundation for Animals (OFA).
5. The dog is guaranteed up to the age of four (4) years against PRA (Progressive Retinal Atrophy). To make a claim under this provision, the dog must have been examined by a veterinarian certified by the American College of Veterinary Ophthalmology (ACVO).
6. To make a claim under provisions 4 and/or 5, Buyer must notify Seller via certified mail providing a signed statement from their veterinarian stating the dog has been spayed/neutered along with a copy of the report from the OFA and/or ACVO veterinarian. If the Seller is satisfied that the dog is unsuitable for the purpose sold, the Seller will provide a replacement puppy of the same color/sex when available.
7. Congenital problems not specially addressed in this contract will be dealt with on an individual basis at the Seller's discretion. Sellers shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases, or disorders which are due to Buyer's negligence. Warranties concerning health, life, and condition are limited as expressed. Seller is not responsible for any payments of veterinarian's fees for examinations, drugs, x-rays, laboratory testing, or any other treatment unless agreed to by the breeder in writing, prior to the performance of such service.
8. With all claims pertaining to the dog's health, the Seller reserves the right to obtain a second opinion at the veterinary facility of her choice.
9. Seller does not assume any liability for any injury to said puppy after delivery. Seller will not be responsible for any debts or expenses incurred by the owner for any reason.
10. The Seller has determined that the puppy/dog is of "pet quality" and is NOT suitable for breeding. The dog will be registered with the American Kennel Club on limited registration.
11. The Buyer shall not seek breeding registration with any other dog registry.
12. The Dog's registered name shall begin with the prefix "ENDEAVOR." If the "Endeavor" prefix is not used in the dog's AKC registered name, all warranties are null and void.
13. Buyer agrees that he/she is not acting as an agent for any other person or entity in the purchase of this dog and that Buyer will not sell this dog or its progeny to any agent, pet store, puppy mill, animal research facility, or guard dog business.
14. Buyer agrees to contact Seller in writing if he/she is unable to keep the dog for any reason. Buyer will not sell, give away, or otherwise dispose of dog without Seller's written permission. Seller will either accept dog on a return basis or assist the buyer in finding a suitable alternative home for the dog. This does not imply a financial commitment on the part of the Seller. The Buyer agrees the dog will never be turned over to a pound/shelter/humane society as a means of disposal nor may it be donated to any cause or person.
15. Buyer agrees that the dog will reside at the home of the Buyer, be an inside/house dog, have access to a fenced yard, not be chained or tethered, and will be provided with proper housing, regular veterinary care, a good quality diet, appropriate vaccinations, and exercise. Buyer also agrees that this dog will not be used as a guard dog for any business.

16. Buyer agrees to neuter/spay dog between the ages of 8 and 15 months. Failure to spay/neuter dog in said time period will void any health warranties explicit or implied.

17. Seller warrants dog will be genetically capable of fulfilling his/her purpose as described above.

18. Buyer agrees to provide Seller with any and all changes of address within 30 days of said change during the dog's life and to notify the Seller in the case of the dog's death for any reason.

19. Buyer agrees to indemnify Seller for any legal action arising from the actions of the dog.

This Agreement is made and signed by both parties to insure the well being and protection of this dog. It embodies the entire agreement between the parties hereto and supersedes any and all other agreements between the parties in connection with the sale of the dog described herein. This agreement may be amended at any time by the consent and signature of all parties in writing, provided that the written document so states that the purpose of the document is to amend this agreement. If the Buyer breaches any part of this Agreement, the Seller is released from any obligations under this Agreement.

This agreement is hereby entered into and wholly executed in the State of Michigan and litigation arising from any possible breach of this agreement shall be adjudicated in the County of Macomb, in the State of Michigan, under Michigan law. All parties hereby submit themselves to the jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal, or unenforceable, the remaining provisions shall not be affected.

Any monetary damages to Buyer shall not exceed original purchase price of dog.

In signing below, Buyer and Seller affirm that they have read and understand this agreement and will abide by the articles in this agreement. Please Print:

Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_