**PURCHASE AGREEMENT & GUARANTEE**

|  |  |
| --- | --- |
| "Seller": |  "Buyer": |
| Tony Carlo |  Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 74 Darrow RoadMexico, NY 13114  |  Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
|  City, State Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

 |
|  |  |
|  |  |

It is agreed by and between Seller and Buyer as follows:

**SECTION 1: DESCRIPTION OF PUPPY/DOG**

The "Dog" sold pursuant to the terms of this agreement is as follows:

Breed: Labrador Retriever Sex: Color:

Date of Birth:

AKC #:

Litter #

UKC #:

Sire: Hollywood

Registered Name:

AKC #:

UKC #:

Dam:

Registered Name

AKC #:

UKC #:

We would like to thank you for your purchase of a Lake Effect Gun Dogspuppy. Your puppy is from breeding stock carefully selected to be sound physically, to learn quickly and be able to perform competitively. As a pet, a hunter or other type of working dog, your puppy will provide companionship throughout its life. Although we take great care in selecting dogs for breeding that are free from known genetic problems, there is still the possibility that some genetic problems unfortunately could occur. We therefore offer three guarantees. A 30-day general health guarantee, a 26-month (from date of birth) retinal dysplasia guarantee and a 26-month (from date of birth) hip and elbow dysplasia guarantee.

**SECTION 2: LIMITED 30-DAY HEALTH GUARANTEE**

We guarantee this puppy to be in good health. We require the Buyer to take the puppy to a licensed veterinarian within **seven days** of the sale to verify this representation. If the veterinarian determines your puppy has any physical problem which makes it a poor health risk, you may within 30 days of purchase, return the puppy to us for a full refund or full credit towards another puppy. To make a claim under this provision, the veterinarian must document the diagnoses in writing. This documentation must show the date, in which he conducted his examination and the reason why he believes the puppy is a poor health risk. If we are not notified after the 30 days have elapsed following the date of purchase, we will assume that the puppy is in good health and that you are satisfied. Once the 30 day period has expired, Buyer assumes all other responsibilities for the puppy that is not covered under this guarantee. This guarantee excludes health issues related to transmittable diseases, such as parvo, distemper, coccidia, giardia, etc...

**Buyers Initial \_\_\_\_\_\_**

**SECTION 3: 26 MONTH WARRANTY FOR RETINAL DYSPLASIA**

If within 26 months of age, your puppy is diagnosed with retinal dysplasia. Lake Effect Gun Dogsprovide you with a refund or credit towards another puppy of a similar breeding. To make a claim under this provision, you must send us a copy of the CERF written report for our records. **Buyers Initial \_\_\_\_\_\_**

**SECTION 4: 26 MONTH WARRANTY FOR HIP & ELBOW DYSPLASIA**

Breeding stock of Lake Effect Gun Dogsis certified by the Orthopedic Foundation for Animals (OFA) to be free of hip and elbow dysplasia. If within 26 months of age, your puppy is diagnosed with hip dysplasia, we will provide you with either a refund or credit towards another puppy of similar breeding. To make a claim under this provision, you must send us a copy of the OFA written report for our records. **Buyers Initial \_\_\_\_\_\_**

**You are not required to return or put down the affected puppy as we understand and would never ask you to give up a member of your family. We require proof of spay or neuter from your veterinarian prior to replacement. This is to ensure no health issues are passed onto further generations**.

**SECTION 5: GENERAL TERMS AND CONDITIONS**

 A. If you are eligible for and select a refund under these warranties, Lake Effect Gun Dogswill refund your puppy's full purchase price within 14 days of receipt of all documentation substantiating your claim.

 B. If you choose another puppy from Lake Effect Gun Dogswhich has a price greater than the amount of your puppy, you must pay the difference.

 C. If you choose another puppy from Lake Effect Gun Dogswhich has a price less than the amount of your puppy, you will then receive a refund within 14 days of the transaction.

 D. Lake Effect Gun Dogsis not responsible for any payments of veterinarian's fees for examinations, medications, X-rays, laboratory testing, or any other treatment.

 E. If you are eligible for and select a refund or credit under the provisions of this warranty, you must return any and all registration documents for this puppy. You also agree to assign any and all documents back to Lake Effect Gun Dogsbefore refund or credit will be issued to you.

 F. If it is necessary to ship a replacement puppy, you are solely responsible for all freight charges.

 G. In the warranty covering retinal dysplasia, the dog must be examined by a veterinarian certified by the American College of Veterinary Ophthalmology (ACVO) by 26 months of age. Canine Eye Registration foundation (CERF) shall be the sole judge regarding the diagnosis of eye disorders.

 H. In the warranty covering hip dysplasia, the dog must be X-rayed by 26 months of age. OFA shall be the sole judge regarding the diagnosis of hip dysplasia.

 I. Dogs judged to have a hip or eye disorders such as those mentioned above, must be spayed or neutered at the owner's expense. Lake Effect Gun Dogsmust receive proper documentation before your refund or replacement claim will be honored.

 J. This warranty is non-transferable and becomes void if the dog is sold or placed.

 K. The dog must not have whelped or sired any litters prior to obtaining OFA and CERF clearances, nor shall the dog be spayed/neutered prior to 18 months of age.

 L. Microchip numbers must appear on all documents of certification. **Buyers Initial \_\_\_\_\_\_**

**SECTION 6: RIGHT OF FIRST REFUSAL:**

**If, at ANY time in the life of your Lake Effect Retriever /Dog, it becomes necessary for any reason to give up ownership, Lake Effect Gun Dogs reserves the right to obtain the ownership of this dog and will be offered the 1st opportunity to take possession of the Dog to either keep or place in a suitable home. Once the Buyer agrees to return the dog to Lake Effect Gun Dogs, the buyer agrees to relinquish all legal ownership of the Dog, including but not limited to the successful execution of any paperwork required by UKC or AKC to transfer ownership solely to Lake Effect Gun Dogs.**

**Buyers Initial \_\_\_\_\_\_**

Buyers further agree that this is the complete and exclusive statement of the Agreement between both parties. This Agreement supersedes any prior oral agreements, understandings, and any other communications relating to the subject matter of this Agreement.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lake Effect Gun Dog’s Signature Buyer Signature