



Top of the Hill Goldens

Contract of Ownership & Health Guarantee

Top of the Hill Goldens is committed to finding a responsible and loving forever home for each puppy. We strive towards an outcome where both the dog and family have a rewarding lifelong relationship. Before entering into this Contract of Ownership for the adoption of a puppy please take the time to read through information on what it will take to responsibly raise a puppy and care for your new companion the remainder of its life. Please read through the terms of ownership specified in this agreement and understand that entering into this agreement is a binding contract.

This agreement is made and entered into between:

Top of the Hill Goldens (hereinafter known as Breeder),

And _____ (hereinafter known as Owner).

Breeder agrees to convey ownership, and Owner agrees to take ownership, of one purebred Golden Retriever puppy (hereinafter known as Puppy) described as follows. The Breeder and Owner are bound by the terms of the agreement in this document.

Puppy AKC No.:

Puppy Microchip No.:

Puppy Sex:

Puppy Collar Color:

Litter year:

Dam:

Dam AKC No.:

Sire:

Sire AKC No.:

1. Health Guarantee:

To the Breeders best knowledge, the above-described Puppy is progeny of parents that are healthy, have no known Genetic Diseases and show no signs of adverse Hereditary Conditions or Congenital Defects. At time of possession by Owner, to the Breeders best knowledge as verified by a licensed veterinarian, the above-described Puppy is healthy, has no known Genetic Diseases, and shows no signs of adverse Hereditary Conditions or Congenital Defects. Reasonable precautions have been taken by the Breeder to prevent this Puppy from acquiring Hereditary Conditions however due to unknown environmental conditions of Owner's home, no guarantee is given against Hereditary Conditions. The Owner shall acknowledge:

- a. The capitalized terms used in this Health Guarantee are defined as follows:
 - i. Genetic Disease - undesirable diseases determined directly by the genes, phenotypically perceptible, and passed from parents to progeny. Specifically, Breeder guarantees the Puppy against the following genetic diseases: Degenerative Myelopathy, Ichthyosis (Golden Retriever Type), Progressive Retinal Atrophy Golden Retriever Type 1, Progressive Retinal Atrophy Golden Retriever Type 2, and Progressive Rod-Cone Degeneration.
 - ii. Hereditary Condition - undesirable condition with genetic or congenital heritability but largely influenced by environmental factors. Specifically: hip and elbow dysplasia; cataracts; sub-aortic stenosis; ear infections; allergies and allergic skin conditions; pyotraumatic dermatitis (hot spots); obsessive-compulsive disorder; the seizure disorder epilepsy; hypothyroidism; gastric torsion.
 - iii. Congenital Defect – also known as a birth defect, a physical abnormality that is perceptible which is present at birth and may be inherited or the result of environmental influence.
- b. This is not a guarantee of a perfect dog that will never have any health issues. Owner understands and agrees that throughout the above-described Puppy's life it likely will have health issues that the Owner must provide proper care for.

2. Health Record:

At time of possession by Owner, the Breeder has given above-described Puppy all age appropriate vaccinations and preventative wormings stated on the provided vaccination record and the Puppy has been checked by the Breeder's Veterinarian for sound health. Puppies are sometimes stressed when adopted and moved, given a change of food, too much handling, not eating properly, or not properly cared for. This stress and environmental conditions of Owners home may cause things such as but not limited to worms, ear mites, colds, hypoglycemia, coccidiosis, giardiasis, and/ or urinary tract infections (UTI); these conditions are all treatable and do not warrant a replacement or refund. Under no circumstances will Breeder be obligated to refund Owner of any Veterinarian costs. The Breeder has taken reasonable precautions to prevent against parasites and diseases. The Breeder is not responsible for parasites or diseases that this Puppy may contract in the transportation from Breeder to Owner or in Owner's home. The Owner may contact the Breeder's Veterinarian prior to taking possession of the above-described Puppy to discuss the health record. Below is the Breeder's Veterinarian contact information:

- a. Seven Hills Veterinary Clinic; Dr. Ryan Bader / Dr. Ana Smith; (417) 725-2332
819 N Main St. Nixa, MO 65714

3. Terms of Health Guarantee:

If within the life of the Puppy it is found by a licensed Veterinarian to have a Congenital Defect or Genetic Disease as defined above, and at the Breeder's discretion the condition confirmed by a second licensed Veterinarian, the Breeder will offer the Owner a full Homing Fee refund.

If within the first 2 years of the above-described Puppy's life from its date of birth it is found by a licensed Veterinarian to have a hereditary/congenital/genetic health problem which has caused or will cause the Puppy not to live to 5 years of age, and at the Breeder's discretion the condition confirmed by a second licensed Veterinarian, the Breeder will offer the Owner a full Homing Fee refund and a puppy of equal quality from the first available litter born.

Before refund will be executed by Breeder, Owner will provide signed records from the licensed Veterinarian detailing either the Congenital Defect or Genetic Disease, or the life threatening hereditary/congenital/genetic health problem that will limit the lifespan of the Puppy to less than 5 years. The Owner will also provide contact information for the licensed Veterinarian. If the Breeder chooses to have a second licensed Veterinarian review the findings, it will be at the Breeder's discretion, such review will be the Owner's obligation. If the Owner does not wish to continue to care for the Puppy, the Owner will convey ownership and all interest in the Puppy to the Breeder. All expenses related to return of the Puppy are the sole responsibility of Owner. Owner must execute any and all necessary paperwork to convey all interest in said Puppy back to the Breeder. This Health Guarantee is void unless the following requirements are met and documentation of such is kept for the full term of the guarantee:

- a. Owner understands and agrees that they assume all responsibility for the above-described Puppy from the time the Owner takes possession of the Puppy.
- b. Owner understands and agrees that they are solely responsible for all costs of returning the Puppy to the Breeder if they choose to no longer care for the Puppy.
- c. Owner understands and agrees that this agreement only applies to the original Owner named in this agreement or Beneficiary(s) designated in the Assignment of Beneficiary section.
- d. Owner will have the Puppy checked by a licensed veterinarian within 21 calendar days of Owner's possession.
- e. Owner agrees that they are not acting as an agent in the purchase of above-described Puppy and that this Puppy will reside at the home of the Owner and will be provided with proper housing, proper diet, care, and exercise.
- f. Owner understands and agrees that Puppy must be under the regular care of a licensed veterinarian.
- g. Owner agrees to maintain preventative care of the Puppy regarding hip and elbow dysplasia, such as proper nutrition, avoiding excessive weight, proper exercise, and preventing stress injuries; not allowing Puppy to jump from any height taller than itself, and not allowing FORCED movement or exercise (a dog should not have rigorous exercise until after reaching sexual maturity).
- h. The Owner agrees to provide necessary vaccinations and adequate health care. Yearly check-ups, boosters and vaccinations are required and should be maintained on health record by Owner.
- i. Owner agrees to keep this Puppy in a safe environment and not allow the Puppy to run at large. Owner also agrees not to tether or chain the Puppy for extended periods of time.
- j. Owner understands and agrees under no circumstances will the above-described Puppy be sold, given away, traded, leased or donated to any pet shop, humane society, research laboratory, or any similar facility. This includes foreign sales through a broker or otherwise.

Failure to follow any of the above stated items a-j of this section voids any and all health guarantees.

4. Contract of Ownership

4.1. Payment in Full

The Deposit and Hold fee plus the separate Homing fee has been agreed upon between the Owner and the Breeder and is to be paid in full in accordance with the Payment Methods below prior to Breeder conveying ownership and Owner taking possession of the above-described Puppy. Once the Breeder conveys ownership and the Owner takes possession of above-described Puppy, all rights and responsibility of ownership is the sole responsibility of the Owner (including but not limited to Veterinary costs).

4.1.1. Payment Methods: Owner has the choice of making payment(s) with a personal check, certified money order, certified cashier's check, or cash.

- If payment is being made by cash, the total remaining balance is due on the day the Owner takes possession of the Puppy.
- If payment is being made by personal check, certified money order, certified cashier's check, the total balance is due 10 business days prior to Owner taking possession of the above-described Puppy and the total balance due must have cleared the Breeder's bank forty-eight (48) hours prior to date the Owner takes possession.

4.2. Conveyance

The Breeder agrees to execute and deliver to the Owner the AKC registration paperwork conveying ownership of the above-described Puppy to Owner upon the following:

4.2.1. The Puppy is purebred progeny from the above-described Dam and Sire and is registered with the American Kennel Club.

- The Puppy's AKC registration will be limited registration and the Owner understands and agrees that under no circumstances will the above-described Puppy be intentionally bred, and the above-described Puppy will be spayed / neutered upon reaching sexual maturity, or
- The Puppy's AKC registration will be full breeding registration and the Breeder and Owner have read, understood, agreed, and signed a separate Contract of Breeding Rights for the Puppy.

4.2.2. The Breeder has received Payment in Full of balance due from Owner

4.2.3. Owner agrees that they are not acting as an agent in the purchase of above-described Puppy and that this Puppy will reside at the home of the Owner and will be provided with proper housing, proper diet, care, and exercise.

4.2.4. Breeder and Owner have read, understood, agreed, and signed the Contract of Ownership and the Health Guarantee for the above-described Puppy.

4.2.5. Owner understands and agrees that they assume all responsibility for the above-described Puppy from the time the Owner takes possession of the Puppy.

5. Change of Address or Phone number. Owner and Breeder agree to provide each other with updated address, phone number, email address, and other contact info within 5 months of change from the information on this contract following the Owner taking possession of the above-described Puppy.

6. Owner understands and agrees that their failure to comply with any provision in this agreement may detrimentally affect the reputation of the Breeder.

7. Owner understands and agrees that any and all legal action, which may arise under any provision of this agreement, will be brought in the State, County, and City of Breeder's residence. Owner will be responsible for all court costs involved due to breach of contract.

8. Entire Agreement. This Agreement is intended by both Breeder and Owner as a complete and exclusive statement of terms. No representation, understandings, or agreements whether verbal or written, have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Only an Agreement signed by both the Breeder and Owner may modify this Agreement.

9. Amendments to this Agreement. It is mutually understood by both the Owner and the Breeder that any changes and/or additions to this Agreement must be initialed by both parties.

10. Severability. The invalidity, illegality, or unenforceability of any one or more of the provisions in this agreement shall in no way affect or impair the validity, legality, or enforceability of the remaining provisions herein, such provisions shall remain in full force and effect.

11. Remedies:

- a. **Cumulative.** All the Breeder's rights are separate and cumulative, and no one of them, whether exercised or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice and legal or equitable right which Breeder may have.
- b. **Breeder's Right to Injunction.** In the event of a breach by the Owner of the duties provided in this agreement, it is understood that the Breeder's reputation as a breeder of Golden Retriever dogs will be irreparably harmed thereby and that Breeder has no adequate remedy at law. Breeder shall therefore have the right to bring an action in equity and to enjoin Owner from engaging in the continuation of such practices or actions and also to recover reasonable attorney fees and costs of suit incurred in that action.

This Contract is made and signed by both Breeder and Owner to ensure the well-being and protection of this Puppy. This Contract constitutes the full health guarantee and ownership agreement between Owner and Breeder. No other warranty, verbal or written, is implied.

Read, Understood, and Agreed to on this day of ____/____/____.

OWNER

BREEDER

Signature

Signature

Print Name

Print Name

Address

Address

Phone Number

Phone Number

12. Assignment of Beneficiaries:

Name:

Address:

Contact Information:

Name:

Address:

Contact Information: