



Updated 5/18/2019

This document serves as a contractual agreement for the purchase and/or ownership of the below mentioned puppy/dog between \_\_\_\_\_ hereinafter referred to as "Buyer" and **Theresa Curry** and/or Texas TLC Goldens hereinafter referred to as "TXTLC."

**Buyer's Information:**

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

DL #: \_\_\_\_\_

**Puppy/dog Information:**

Litter Name: \_\_\_\_\_ New Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Breed: Golden Retriever Color: \_\_\_\_\_

Microchip Number: \_\_\_\_\_

Dam: Miss Harley Quinn Sire: \_\_\_\_\_ Registration: Limited Gender: \_\_\_\_\_

**Now, therefore, for and in consideration of TXTLC's transfer of ownership of puppy/dog, the Buyer hereby certifies that the Buyer as not an agent for any other person or entity and is subject to the stipulations outlined below.**

**Conditions of Purchase: (Please initial in provided boxes)**

**1.No Warranties or Representations:** Buyer understands that TXTLC makes no warranties (expressed or implied) or representations as to the fitness, demeanor, or abilities of puppy/dog. This dog is sold as a Pet. Pet quality simply refers to the dog being sold as a pet and companion only. TXTLC is not responsible for temperament issues as they can be caused by lack of training, discipline, or proper socialization.

**2. Vaccinations:** This puppy/dog has been given "puppy shots" (DHPP vaccines and NeoPar). The puppy will need a total of **3 or 4** additional "puppy shots" and a rabies shot. The Buyer will assume responsibility for making sure that any necessary vaccinations will be given to the puppy/dog at the appropriate time and kept up to date for the life of the puppy. This Seller does not support nor recognize any form of "anti-vaccine" philosophy.

**3. Basic Care:** Buyer agrees to care for this puppy/dog, both emotionally and physically. This includes, but is not limited to:

- a) Providing a fenced yard and/or sufficient amount of exercise,
- b) Never chain or tether the puppy/dog,
- c) Providing the care of a qualified veterinarian in the case of illness or injury and for preventative health care (i.e. yearly vaccines, parasite protocol and heartworm prevention),
- d) Providing proper nutrition in proper amounts, a quality, premium dog food-
- e) Providing shelter from the weather, both in the winter and summer.
- f) The Buyer agrees that this puppy/dog will be treated with affection and kindness and never subjected to abuse, animal research, or fighting.
- g) This animal is not to be used for any illegal or immoral activities and is not to be used for any type of puppy mill, dog farm, other mass producing or money-making operation.

**4. Residential Agreement:** This puppy/dog shall reside within the Buyer's home and will not be crated, left in a cage, or outside for more than 8 hours at a time (maximum). Keeping the puppy/dog on a rope, chain, tether, or housed in a "run" is also not permitted.



- 5. Transportation Agreement:** This puppy/ dog shall not ride in the back (bed) of a truck at any time. He/she will not be left in a car for more than 5 minutes unattended. At temperatures above 85°F or below 40°F, the puppy/dog is not to be left in a car for any amount of time unattended.
- 6. Transfer of Ownership:** This puppy/dog will not be transferred to any person by the Buyer without the written consent of TXTLC. The Buyer agrees to keep the puppy/dog as a pet and companion and not to abandon, trade, give away, or sell the puppy/dog. In addition, the puppy/dog is never to be turned over to any pet store, breeder other than TXTLC, research lab, or testing facility. Nor shall the puppy/dog be given to any rescue, shelter or human society.
- 7. Relinquishing Puppy/Dog:** If for any reason the Buyer is no longer able to care for the puppy/dog, the Buyer will return the puppy/dog to TXTLC or allow TXTLC to aid in finding an appropriate replacement home (option is up to TXTLC). In the event that TXTLC decided to take the puppy/dog back, it is the Buyer's responsibility to return the puppy/dog to TXTLC at Buyer expense.
- 8. Communication:** The Buyer agrees to keep in contact with TXTLC via email or posts in the provided private Facebook group at least once monthly regarding the current health, growth, and overall well-being of the above mentioned puppy/dog until the puppy reaches one year of age. In the event that the Buyer chooses to delay spay/neutering up to or until 2 years of age, the Buyer will continue contact every 2 months during the second year until proof of surgical spay/neutering is sent to the Seller. In addition, if the Buyer is contacted by TXTLC at any time, the Buyer understands that he/she must return contact within 7 days. If TXTLC tries to contact the Buyer and the Buyer does not respond, the Buyer will automatically be considered in breach of contract.
- 9. Forms:** The Buyer agrees have the puppy checked out by their veterinarian within 3 business days of receipt of the puppy. The buyer will return the properly filled out and signed copy of the **Verification of Veterinary Services Form** within 7 business days of acceptance of the puppy. The Buyer agrees return the properly filled out and signed copy of the **Verification of Sterilization Form** on time (see #12 below)  
The above forms will be provided on receipt of puppy but misplaced forms can be re-printed from <https://texastlcgoldens.com/index.php/home/golden-puppies/golden-retriever-forms/>
- 10. Microchip Registration:** This puppy/dog has been microchipped. The Buyer agrees to register the puppy/dog with the provided microchip registry and purchase a tag for the puppy/dog to wear that states the puppy/dog is microchipped, contains registry phone number, and gives microchip number. In addition, the Buyer agrees to provide registry with TXTLC's information as the "previous owner/microchipper" and TXTLC shall be listed as secondary contact.
- 11. AKC Registration:** Limited Registration rights will be provided on purchase date.
- 12. Spay/Neuter Agreement:** TXTLC provides limited registration for your puppy and spay/neuter is required. TXTLC requires this to encourage responsible pet ownership and breeding practices as well as the health and well-being of the above-mentioned puppy/dog and to help prevent pet overpopulation. By spaying or neutering your pet you promote his/ her good health and prevent unwanted pregnancies and unwanted pets. Permanent ownership of the above-mentioned puppy/dog is contingent upon the Buyer's compliance with this contract. By signing this contract, the Buyer agrees to Spay/neuter the above-mentioned puppy/dog no later



than: **thirty days past the puppy's second birthday. (Sterilization must be completed by the time the puppy is two years and one month old.)**

**Note that any form of breeding by any TXTLC puppy (Male or Female) resulting in pregnancy will be considered breach of contract.**

**13. Worms / Parasites:** The buyer acknowledges that TXTLC has made best effort to provide puppies free of worms and parasites by the time of purchase. The buyer further acknowledges that worms and other parasites may affect dogs occasionally over the course of their lives and that that that treatment for and prevention of these things is the responsibility of the buyer.

**14. Health Guarantee:** The Replacement Guarantee will take effect under such circumstance as the puppy/dog falls prey to any congenital or hereditary defect/condition that critically affects the quality or length of life of the puppy/dog, requires euthanization of the puppy/dog, or causes the above puppy/dog to expire. This puppy/dog will be covered under this guarantee until he/she is 26 (twenty-six) months old. If this tragedy should take place, TXTLC will give the Buyer a replacement puppy from the next litter that is born after the above mentioned puppy/dog is diagnosed by a licensed veterinarian. **This guarantee covers:**

- I. Severe hip and joint issues, requiring surgery to correct.
- II. Kidney, heart, spine, and liver problems of a severe life threatening, or altering nature.
- III. Autoimmune hemolytic anemia and muscular dystrophy.

**Your puppy is not covered for:**

- a) Ectropion, Entropion, or Glaucoma
- b) HOD or Wobblers
- c) Bloat
- d) Allergies
- e) Hypothyroid or hyperthyroid
- f) Umbilical or Abdominal hernias
- g) Internal & External parasites
- h) Parvo, Distemper, Adenovirus, and Corona Virus
- i) Cryptorchidism
- j) Final size, coat type, ear set, bite, temperament or trainability of the puppy/dog.
- k) "Innocent" heart murmur
- l) Any physical problem, which is, or could be, the result of injury. TXTLC will not be responsible for injuries or infections to the puppy/dog sustained from accidents, trauma, or neglect incurred after the purchase date.

**Stipulations of Guarantee:** TXTLC offers the following puppy guarantee until the puppy is 26 months old:

In the event this Golden Retriever receives from the Orthopedic Foundation for Animals a report of moderate or severe hip or elbow dysplasia, the Seller is to be notified immediately. The Seller agrees to take the dog back, with registration papers and all records including health and x-rays, or the Buyer can keep the dog (You don't have to give your dog up to get replacement) All expenses prior to returning the puppy are the sole responsibility of the Buyer.

In the event this Golden Retriever is diagnosed with a blinding Progressive Retinal Atrophy, the Seller agrees to take the dog back under the same conditions and procedures (CERF report).

In the event this Retriever has a genetic heart diagnosis, she/he must be checked by a board-certified cardiologist for any guarantee to apply. Seller agrees to the same conditions as stated.



For the 26-month health guarantee to stay valid the Buyer understands and agrees to abide by the following stipulations:

1. If the puppy/dog is found to have one of the covered ailments, the Buyer must provide a copy of a veterinarian signed report and all documentation relating to the diagnosis of the condition.
2. The dog's x-rays must be done on or after his/her 24-month birthday as required by OFA standards. The OFA report is the only form that will be accepted for this 26 month guarantee to apply. Female dogs scanned 8 to 12 weeks after a heat cycle is recommended by OFA. X-rays must be done by veterinarians that have a common practice of scanning joints for OFA reports. Non- uniform (x-rays that are not aligned straight as required by OFA) will have to be retaken and is the responsibility of the Buyer.
3. The puppy/dog with the ailment has not been or is not currently being abused.
4. The puppy/dog has received proper exercise and diet, and has been properly maintained for his/her size, weight, and age; by providing the Seller with weight and health check records (overweight dogs have problems, if your dog is obese, this contract is void with no guarantee due to lack of exercise and over feeding).
5. Puppy/dog has up to date veterinary records and those records are provided to the Seller.
6. Buyer has followed all of the contract stipulations agreed to in writing at the time of sale. This includes the communication agreement and verification forms.
7. Puppy/dog has never been bred or used as a breeder.

**Replacement Policy:**

- a) Under no circumstances will any money be reimbursed.
- b) TXTLC will replace this puppy/dog with a puppy from the next available litter.
- c) The replacement puppy is not guaranteed to be from the same Dam and Sire as the original.
- d) TXTLC will allow the Buyer to pick out the replacement puppy.
- e) TXTLC will only replace a puppy/dog one time for any bone/joint, eye or heart related conditions. These issues are VERY unlikely but possible. In turn, if a Buyer has two dogs with the same exact issue, then it will be believed that there are other factors over which TXTLC has no control that is the ultimate cause of the condition.
- f) Buyer has the responsibility to pick up the new puppy in person; no puppies will be shipped.
- g) TXTLC must be notified of the puppy/dog's diagnosis within five days of determination.
- h) TXTLC reserves the right to allow their personal veterinarian to confirm the diagnosis.
- i) If the puppy/dog should naturally expire (without any diagnosis) while under the guarantee, a necropsy will be required to verify the cause of death. This cost of the necropsy will be the Buyer's responsibility.
- j) Relinquishment of previously purchased puppy/dog is at the sole discretion of TXTLC. If TXTLC determines that the previously purchased puppy/dog must be returned before a replacement puppy/dog is given and the Buyer refuses to return the puppy/dog, then the replacement policy is null and void and a replacement pup will not be given.
- k) If puppy/dog's registration papers are in the Buyer's possession and the puppy/dog is required to be returned, the Buyer must return both the puppy/dogs and his/her registration papers.



**15. Monetary Reimbursement:** Buyer understands that, under no circumstances, is TXTLC ever responsible for, nor will TXTLC ever reimburse the Buyer for any costs associated with caring for puppy/dog. This includes, but is not limited to, food, bedding, veterinary care, training, supplements, medication, registration fees, and/or other usable items. If the Buyer(s) must return the puppy for any reason, it will be on a surrender basis only with no refund or credit, and the Buyer will be responsible for all transportation costs to return the puppy.

**16. Reservation of Rights:** TXTLC reserves the right to enforce this contract in order to protect the welfare of the purchased puppy/dog. It is understood that TXTLC may perform a future review of the Buyer and if at any time the terms and conditions of this contract are not upheld, Buyer and TXTLC agree that TXTLC may reclaim the puppy/dog without refund to the Buyer. In the event that TXTLC exercises the option to reclaim the puppy/dog, both parties agree that ownership and registration of the puppy/dog reverts to TXTLC and all expenses incurred in the process of enforcing this contract or any repossession fees will be the Buyers responsibility.

**Non – performance:** The Buyer understands that by purchasing this puppy/dog, TXTLC expects the Buyer to do whatever necessary to protect the puppy/dog from harm. The Buyer further understands and agrees that any willful or evident violation of the above purchasing conditions will result, at the sole and absolute discretion of TXTLC, in the forfeiture of ownership and possession rights of said puppy/dog without refund of any monies paid. Transfer or disposal of the puppy/dog without adhering to the terms of the contract will result in liability of three (3) times the purchase price of the puppy/dog. In the event that litigation is commenced to enforce or in regard to any of the terms of this Contract, the Buyer agrees that TXTLC shall be entitled to the costs thereof, including reasonable attorney’s fees and expenses. In addition, since violations of this purchasing contract may be detrimental to the reputation of TXTLC, the Buyer agrees that any such violation entitles TXTLC to payment of an amount equal to four (4) times the original purchase price as liquidated damages in addition to the Buyer immediately returning the above-named puppy/dog to TXTLC with no form of reimbursement to the Buyer. This contract is hereby entered into and wholly executed in the State of Texas and litigation arising from any possible breach of this contract shall be adjudicated in the County of Comal, in the State of Texas, under Texas law. In the event that the Buyer fails to appear in court to contest any breach of contract claim arising out of this document, Buyer agrees to waive his/her right to appeal or contest that judge’s decision. Should any provisions of this contract be held invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

Buyer and TXTLC agree that this contract contains all terms and conditions of the agreement. This contact may be amended at any time by the consent and signatures of all parties in writing, provided the written document so states that the purpose of the document is to amend this contract. By the signatures below and the initials above, the Buyer and TXTLC affirm that they have read and understand this contract and will abide by the articles in this contract.

Buyer’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TXTLC Signature: \_\_\_\_\_ Date: \_\_\_\_\_