**Health Guarantee** (Terms and Conditions)

**The Breeder Represents**

* The puppy has been examined by a licensed Veterinarian and was found to be in good health. The puppy has also received its first set of shots and wormed as recommended.
* Please note, every reasonable precaution has been taken to prevent this puppy from acquiring hip and elbow dysplasia or any hereditary defects. Health testing is not bomb proof. Due to the unknown hereditary and environmental causes of such defects we offer a limited guarantee.
* Breeder will refund purchase price (minus deposit) or replace puppy if within one year of the puppy's birth date, your puppy's hips are categorized by OFA as severe hip dysplasia. Within one year of the puppy’s birth date for elbow dysplasia categorized by OFA as grades 2 or 3. Within one year of the puppy’s birth date for hereditary defects of the heart or a heart murmur grade 4, 5 or 6 confirmed by an OFA Cardiologist. Within one year of the puppy’s birth date for hereditary defects of the eyes confirmed by an OFA ophthalmologist. Note, cataracts, ulcers, breeders options, traumatic or sporadic occurrences are not covered under this guarantee.
* Breeder will refund purchase price (minus deposit) or replace your puppy if within one year of the puppy’s birth date if he or she carries two copies of the mutant gene, affected by one of the following; PRCD, PRA1, PRA2, MD, DM, ICH and NCL.
* NOTE: Breeder has the right to refund purchase price minus deposit instead of offering a replacement puppy. Said dog must be spayed or neutered in the event a refund of the purchase price (minus deposit) or replacement puppy is given. Proof of spay or neutered will be required. If a replacement puppy is decided on, a new deposit must be placed. Deposits are Nonrefundable.
* Breeder does not guarantee color, size, championship, or temperament of any puppy, and will not be held responsible for any vet expenses after the puppy has left our premises. We sell the majority of our puppies to pet homes. IF you choose to purchase breeding rights/full registration, the same guarantee still applies. You will be paying for your puppy’s registration to be left open. This does not guarantee that the dog should or can be bred or that the dog will be show quality. This does not guarantee passing ofas.
* Upon breeding, or attempting to breed any dog purchased, any and all warranties given here under shall immediately terminate, cease, and become void.
* Breeder is not responsible if puppy contracts a communicable disease after leaving Breeder's possession.

\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer(s) Initial Here

**The Buyer(s) Agree(s)**

* Buyer agrees to have the puppy examined within 72 hours of purchase by a licensed veterinarian to validate this guarantee. If within 72 hours of receiving the puppy and he/she is examined by a reputable veterinarian and the health of the puppy is found to be at risk due to a congenital defect (existing at birth), owner shall notify breeder and provide a written statement from a licensed vet describing puppy's condition and shall return the puppy and papers to the breeder within three days of the examination. Breeder will refund purchase price (minus deposit) or replace puppy provided puppy is in the same condition mentally and physically as when originally purchased. This does not include UTI, worms, fleas, mites, coccidia, giardia, or any other parasites as they are common in dogs and puppies.
* Buyer agrees said dog will be given proper medical care, including but not limited to vaccinations, annual boosters and regular deworming.
* Buyer agrees puppy is not being purchased for resale and will never be sold to a pet shop, puppy mill or agent of same.
* Buyer will train, groom, have nails clipped regularly, and care for this dog.
* Buyer will provide adequate housing away from the elements. Dog will NEVER be left on a chain.
* Buyer agrees this dog is being sold on limited registration unless otherwise agreed upon.
* Buyer agrees to have dog spayed or neutered in a timely manner in accordance to their veterinarian’s recommendation.
* NEVER SURRENDER: Buyer agrees that this dog will NEVER be surrendered to any humane society, animal rescue group or animal shelter. If buyer is unable to care for the purchased dog as stated above, and if buyer is unable to find said dog a good home, the buyer shall turn over any and all ownership, possession, and responsibility for any such animal previously purchased from the Breeder, back to the Breeder at the cost of the buyer.
* Buyer agrees to have said dog spayed or neutered in the event a refund of the purchase price (minus deposit) or replacement puppy is given. Proof of spay or neutered will be required. Buyer agrees if at any time said dog was bred, this contract is void.

\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer(s) Initial Here

**LIMITATIONS OF GUARANTEE:**

This guarantee is non-transferable. Puppy must be owned by original owner named in this agreement. The puppy is to be in good physical condition. No replacement will be given if dog has been bred. A reputable licensed veterinarian must do all laboratory verification, an ophthalmologist must be seen for eyes and a cardiologist must be seen for heart. The buyer/owner is responsible for all transportation costs to and from the breeder. The breeder is not responsible for any and all veterinarian expenses accumulated on returned or replaced dog or puppy.

**THE FOLLOWING 1-6 WILL VOID ALL GUARANTEES:**

Buyer agrees the following will void all guarantees; One, allowing your dog to become obese or underfed at any time. Underfed - Ribs are highly visible. Overfed - Dog has no waist when viewed from above. Belly is rounded when viewed from the side. Two, evidence of neglect or abuse. Three, previous related trauma. Four, evidence of Strenuous Exercise. Five, feeding this dog anything other than a premium quality dog food. Six, dog has been bred.

**Costs of Returns**

Should a puppy purchased under this agreement be returned for any reasons what so ever, Buyer accepts responsibility for, and shall pay, without recourse against the Breeder, any and all transportation expenses, veterinary charges, crate fees, air freight charges, and transportation fees to and from the involved airports. Should an exchange puppy be agreed upon, Buyer shall be responsible for any and all costs, charges, and/or fees associated with transportation of the exchange puppy from Breeder to Buyer.

**Law/Venue Clause**

This Agreement and all claims or cause of action arising hereunder shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of a dispute arising under this Agreement, the Breeder and Buyer hereby submit to exclusive jurisdiction in the federal or state courts located in or nearest to Itasca County, Minnesota, and agree that venue is proper and convenient in such forum. Buyer waives all defenses of lack of personal jurisdiction and forum non convenience.

\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer(s) Initial Here

Buyer agrees that this is a live puppy and with every precaution that has been taken, agrees we cannot guarantee that the puppy will never become ill or need routine veterinary care. Golden retrievers are prone to a wide variety of health issues. Everything from eye, heart, hip, elbow problems to allergies, hot spots, skin issues, immune mediated and autoimmune diseases, hypothyroidism, epilepsy and cancer. Health testing is not bomb proof. Due to the unknown hereditary and environmental causes of such defects we offer a limited guarantee.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Buyer Printed)

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have read everything above and agree to all terms and conditions on pages 1-4.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Breeder Signature)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_