

Mary Market's SUNDANCIN' GOLDENS

Puppy/Dog Purchase Agreement & Guarantee (Limited Registration)

This agreement (“**Agreement**”), dated as of _____, 20____ (the “**Effective Date**”), is between _____ (“**Breeder**”), and _____ (“**Buyer**”). The subject of this Agreement is the below described puppy/dog (“**puppy/dog**”).

- **REGISTRY:** American Kennel Club
- **REGISTERED NAME:** _____
- **REGISTERED NUMBER:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** Sundancin' Dewmist Christmas Gold
- **SIRE REGISTERED #:** SS28860704
- **DAM:** Sundancin' Celestial Sasha
- **DAM REGISTERED #:** SS30518403

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable application fee of \$500 (“**Deposit**”) [shall be due and paid to Breeder upon execution of this Agreement] [has been paid to Breeder]. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. Buyer acknowledges that the Deposit is non-refundable in all circumstances. However, if a puppy/dog that meets Buyer’s identified preferences. i.e. gender is not available when it becomes Buyer’s turn to pick a puppy/dog from the selected litter, Buyer may elect to have the Deposit transferred to the next litter or have the Deposit refunded.]
2. **Purchase Price.** The full purchase price of \$ _____ includes sales tax (“**Purchase Price**”) is agreed with the balance due in full (a) at least one week before the puppy/dog is delivered to Buyer or (b) upon Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Payments through Good Dog <https://pay.gooddog.com/mary-markets-sundancin-goldens> unless Buyer initiated first contact through AKC Marketplace, Facebook, Google Ads, or Word-of-Mouth. If payment is not made on Good Dog, payment must be in cash on delivery.
3. **Limited Registration.** The puppy/dog is a purebred Golden Retriever registered with the American Kennel Club and is being sold with limited registration. Breeder agrees to provide Buyer with all registration papers. As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events, such as Agility, Obedience, and Rally). The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for registration.
4. **Registration by Buyer.** Buyer shall accept the pre-paid registration of the puppy/dog with the American Kennel Club. Buyer agrees to (a) use Breeder’s kennel name Sundancin’ when registering the puppy/dog, (b) include the litter theme in selecting the puppy/dog’s registered name and (c) provide Breeder a photocopy of the puppy/dog’s registration as promptly as possible after receipt. Buyer will not change the puppy/dog’s registration name without Breeder’s prior written consent and will never remove the kennel prefix from the puppy/dog’s registration name. In the event, that the registration is not completed in a timely fashion, Breeder

will complete the registration for the Buyer. Example of naming convention: Sundancin' [kennel]Homeward Bound's [litter theme] Shadow [chosen name]. If your chosen name is already taken by a previous assignment, you must choose another name.

5. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$5000 per litter of offspring and (b) all of Breeder's warranties set forth in this Agreement will become null and void.
6. **Breeder's Obligations.** Breeder represents and warrants the following:
 - a. **Ownership.** Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price.
 - b. **State of Health; Short-Term Health Warranty.** The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog (the "**Examination Period**") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse, or neglect, (y) any health issues that result from the puppy/dog's transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
 - c. **Long-Term Health Warranty.** Breeder provides a one-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" (i) include Degenerative Myelopathy (DM), Golden Retriever Progressive Retinal Atrophy 1 (GR-PRA1), Golden Retriever Progressive Retinal Atrophy 2 (GR-PRA2), Muscular Dystrophy, Progressive Retinal Atrophy (prcd), Congenital Myasthenic Syndrome (CMS), Dystrophic Epidermolysis Bullosa, Neuronal Ceroid Lipofuscinosis 5 (NCL 5), Osteogenesis Imperfecta (Brittle Bone Disease), Ichthyosis (ICH1 and 2) and (ii) expressly do not include those multifactorial diseases caused by multiple genes combined with the effects of environmental factors, i.e. hip or elbow dysplasia (for reference only, Good Dog's health testing levels by breed are available here: <https://www.gooddog.com/guide-to-good-dogs-health-testing-levels>). In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination.
 - d. **Returns/Refunds.** If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount).
 - e. **No Other Warranties.** No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.
7. **Buyer's Obligations.** Buyer agrees to the following:
 - a. **Proper Care.** Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's

lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.

- b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
- c. Care to Prevent Orthopedic Conditions. * Buyer will also provide the following care:
 - i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become underweight, malnourished, emaciated, or overweight;
 - ii. Puppy will be fed a premium a high-quality grain inclusive Puppy Food that promotes slow growth until 12 months of age. After 12 months, the Buyer agrees to feed the Puppy a high-quality large breed grain inclusive adult food. Breeder recommends Purina ProPlan and/or Victor's grain inclusive for large breeds. We also recommend supplementing diet with NuVet vitamins, fish oil, olive oil, GMO free beef gelatin, and Ester c. These supplements lubricate and build cartilage and strengthen bone. We do NOT recommend high protein (over 28%) calcium puppy food, or food that contains peas, legumes, potatoes, or sweet potatoes.
 - iii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
 - iv. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
- d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
- e. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such a refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.
- f. No Transfer Outside of the United States. Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.
- g. Spay/Neuter Provision. * The right to ownership of the puppy/dog is conditioned upon Buyer waiting to spay/neuter the puppy/dog until the age of two-years-old. The Buyer of a Sundancin' Goldens Puppy agrees that the Puppy will remain intact for a minimum of two-years-old. If any extenuating circumstance occurs before two years that requires the puppy/dog to be altered, the Buyer agrees to receive approval from the Breeder, and this agreement may be amended at the Breeder's consent.
- h. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.

8. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email, or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year with a photo and medical and environmental update, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registr(y)(ies) and (c) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.
9. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse, or neglect, (a) Breeder has the right to take full possession of the puppy/dog and its duly signed Registry transfer papers/registration and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
10. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
11. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Washington without regard to the conflicts of law's provisions thereof.
12. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions, and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

Name:

Address:

Email:

Phone:

Name:

Address:

Email:

Phone:

*Spay and Neuter Information

Recent studies have shown that neutering (refers to spaying also) can have an adverse effect on the health of a dog. To further delve into this latest information, a team of researchers at UC Davis recently examined the veterinary records of 759 Golden Retrievers for hip dysplasia, cranial cruciate ligament tear, lymphosarcoma, hemangiosarcoma and mast cell tumor. The dogs were grouped as intact, neutered before 12 months of age, or neutered after 12 months of age.

The study revealed that the disease rates were significantly higher in both males and females that were neutered both before and after 12 months of age. Early neutering was associated with an increased incidence of hip dysplasia, cranial cruciate ligament tear and lymphosarcoma in males and of cranial cruciate ligament tear in females. Neutering after 12 months of age was associated with an increased risk of mast cell tumors and hemangiosarcoma in females.

The most notable results from this study include a doubled risk of hip dysplasia among dogs neutered before 12 months of age and the increased risk of mast cell tumors and hemangiosarcoma in dogs neutered after 12 months. Previous studies reported only a 17% increase in risk of hip dysplasia in neutered dogs and this is the first study to report an increased risk of cancer in dogs neutered late.

Of the five diseases measured, the study reported that:

- There were no cases of cranial cruciate ligament rupture diagnosed in intact males or females, but in early neutered males and females the occurrences were 5% and 8%, respectively.
- Almost 10% of early neutered males were diagnosed with lymphosarcoma, three times more than intact males.
- The percentage of hemangiosarcoma cases in late-neutered females (about 8%) was four times more than intact and early neutered females.
- There were no cases of mast cell tumor in intact females, but the occurrence was nearly 6% in late-neutered females.
- Of early-neutered males, 10% were diagnosed with hip dysplasia, double the occurrence in intact males.

*Hip and Joint Information

Besides genetics, there are many environmental elements that affect joint and skeletal health. To provide your puppy the absolute best chance to live a long pain free life, it is important to keep the skeletal system in top condition.

Links to these supplements are available on our website <https://sundancinggoldens.com/shopping-resource-links/>

Beef Gelatin DOSAGE: twice a day added to food:

- 10 to 25 lbs. 1/2 tsp
- 25 to 50 lbs. 1 tsp
- 50 to 75 lbs. 2 tsp
- 75 to 100+ 1 Tablespoon

Activities to avoid before 24 months

Kenneling in extreme cold or heat, keeping the Puppy on cement or slippery surfaces, allowing the Puppy to run on slippery floors, uneven landscape, sleep outside in the cold, jog, run, jump, or climb steps excessively, and/or press on hips to force the Puppy to sit, or shoulders to force down.

Especially avoid throwing a ball or toy for long distances and/or in a manner where the puppy must jump to catch it. Your Puppy should not exercise to the point of panting for longer than 5 minutes until after 12 months of age.