

## Peak City Goldens: Puppy Health Guarantee and Sales Contract

This AGREEMENT made the [date] of [month] [202x] by and between:

Buyer ("You"):

Name: ---

Address: ---

Phone: ---

Email: [jfboland@gmail.com](mailto:jfboland@gmail.com)

- AND -

Seller ("We"): [Peak City Goldens \(Peak City Enterprises LLC\)](#)

Name: [James F. Boland and Christa M. Boland](#)

Address: [1330 Apache Lane, Apex, NC, 27052](#)

Upon full payment of the sum of **\$2,250.00** paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following Puppy (the "Puppy") to Buyer:

Puppy Identification: -

AKC Breed: [American Golden Retriever](#)

Color: [Light Golden](#)

Date of Birth: [November 23, 2024](#)

Sex: [Female](#)

AKC Registration #: [\[tbd\]](#)

Date of Six-Week Veterinary Exam: [January TBD, 2024](#)

Sire Name: [Carolina Goldens Lake Adger](#)

Sire AKC Registration #: [SS13126606](#)

Dam Name: [Peak City Goldens Golden Standard "Amber"](#)

Dam AKC Registration #: [SS23027706](#)

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Puppy.

### TERMS AND CONDITIONS

#### 1. Overview

- a. Peak City Goldens is offering an American Golden Retriever Puppy with an AKC Limited Registration as a companion animal only and not for breeding purposes. The Parents of the Puppy are fully health tested and certified with OFA.
- b. We guarantee against hereditary or congenital defects that could result in death or inability to function as a pet for one year from date of birth.
- c. Puppies come to you up to date on deworming, vet checked, fed premium Puppy food, well socialized, raised in our home and come with hearts overflowing with love.

## 2. Deposit, Payment of Purchase Price and Fees

- a. Buyer has paid a deposit of **\$250.00**, with payment of the balance of **\$2,000.00** due upon release of the Puppy to Buyer.
  - i. Buyer agrees that Puppies are reserved and selected in the order that deposits are received.
  - ii. Buyer agrees that Puppy selection is final unless other puppies are still available at the time a change request of Puppy selection is submitted to Seller.
  - iii. The Seller reserves the right to deny a change request of Puppy selection.
- b. The expected delivery date is **18 of January 2025**, or a date as the parties mutually agree.
- c. Payment of the balance may be made by cash, cashier's check, money order, Zelle, Venmo, or PayPal (with a service fee).
- d. Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Puppy if:
  - i. Buyer fails to pay the balance of the Purchase Price by the agreed to delivery date, or
  - ii. Buyer fails to complete the purchase for any reason.
  - iii. In any of these events, Seller shall be free to sell the Puppy to another party.
- e. In event that the Puppy is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will be refunded.

## 3. Seller's Representations and Warranties

- a. Seller represents and warrants to Buyer that:
  - i. Seller is the legal and true owner of the Puppy and that Seller has full right and authority to sell the Puppy.
  - ii. Seller guarantees that the Puppy is a purebred Puppy, offspring of the purebred sire and purebred dam detailed on page 1 of this Agreement.
  - iii. The Puppy is in good health and free of communicable diseases at the time of this sale.
  - iv. The Puppy was examined by a licensed vet and received its first vaccinations on **[tbd] of January 2025**.
  - v. Upon payment in full of the Purchase Price, Seller will provide documentation required for the Seller to complete the AKC Limited registration by the Buyer.

## 4. Preliminary Exam

- a. Buyer has **21 days** from the delivery date to have the Puppy examined by a licensed veterinarian, at the expense of the Buyer.
  - i. The Preliminary Exam must include a written assessment of overall fitness and wellness signed by the veterinarian.
  - ii. Buyer acknowledges that failure to receive a Preliminary Exam within 21 days will void all health guarantees under this agreement, express or implied.
  - iii. Buyer agrees to notify the Seller within 48 hours of the Preliminary exam which a licensed vet diagnosed the Puppy with a congenital health defect that prevents the Puppy from participating in normal daily activities.

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- iv. Buyer agrees to provide copies of the written diagnosis from a licensed vet within 7 business days including copies of all lab testing and/or x-rays, and/or photos documenting the congenital health defect.
- v. Seller may separately, at our own expense, seek a second opinion from a licensed vet to confirm the diagnosis of the identified health defect.
- vi. Buyer may return the Puppy for full refund of the purchase price as listed in this Agreement when the Puppy has a congenital health defect.
- vii. Buyer is responsible for any expenses incurred during this defect identification.

### 5. Subsequent Exams

- i. Until the Puppy reaches 12 months of age, Buyer agrees to notify the Seller within 48 hours of any exams after Preliminary Exam which a licensed vet diagnoses a congenital health defect that prevents the Puppy from participating in normal daily activities.
- ii. Buyer agrees to provide copies of the written diagnosis from a licensed vet within 7 business days including copies of all lab testing and/or x-rays, and/or photos documenting the congenital health defect.
- iii. Seller may separately, at our own expense, seek a second opinion from a licensed vet to confirm the diagnosis of the identified health defect.
- iv. Buyer may return the Puppy for full refund of the purchase price as listed in this Agreement when the Puppy has a congenital health defect.
- v. Buyer are responsible for any expenses incurred during this defect identification.
- b. This Guarantee does not includes viral illnesses, bacterial illnesses, acquired illness, vaccinosis, allergies, bites, infections, hernias, hypoglycemia, Giardia, Coccidiosis, indigestion of foreign objects, ingestion of food or chemicals, or physical injury contracted or incurred following receipt of the Puppy.
- c. Buyer is responsible for all medical costs of the Puppy.

### 6. Buyer Responsibilities

- a. Buyer will provide the Puppy with nutritious food and necessary veterinary care, including de-worming, heartworm prevention and regular vaccinations (including rabies). Consult with your Vet during the Preliminary Exam to schedule the Puppy's next vaccinations, develop a parasite regimen, and administer any vet prescribed medications.
- b. Puppy will be kept free of all parasites.
- c. Buyer agrees not to take the Puppy to any public place (such as parks, pet stores, or obedience classes) until the completion of Puppy shots (approximately 16 weeks) to avoid exposing Puppy to illness.
- d. Puppy's weight will be maintained at an appropriate level for the Puppy's build and height. At no time is Buyer to permit Puppy to become either obese (overweight) or malnourished (underweight). Please consult with your vet for weight guidelines.
- e. Puppy will be fed with a size appropriate, high-quality diet that promotes healthy bone and joint development.
- f. Any physical problem which is a result of accident, injury or neglect is not covered in this guarantee.
- g. The Buyer will have the Puppy micro-chipped and registered with AKC Reunite.
- h. This guarantee is extended to the original Buyer and is not transferable.

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- i. The Puppy will reside with Buyer as companion pet to Buyer and Buyer's family.
- j. Buyer represents to Seller that: Buyer will have the Puppy spayed or neutered by an age appropriate for the overall health and wellbeing of the Puppy as recommended by your Vet.
- k. Buyer represents to Seller that: Buyer will not permit the Puppy to reproduce.
- l. If Buyer is unable to retain ownership of the Puppy, then Seller is willing to take receipt of the Puppy or assist in the placement in a new home.

### 7. Entire Agreement

- a. This Agreement represents the entire agreement between the parties.
- b. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

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Date

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Signature(s) of Buyer

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Date

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Signature(s) of Seller

### Acknowledgement of Receipt

I/we acknowledge that I/we have received the Puppy into my possession.

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Date

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Initials of Buyer(s)