

HIGH DESERT LABRADORS

3245 W. Main St., Ste. 235-198
Frisco, TX 75034

katie@highdesertlabradors.com
call / text 214-850-3370

Purchase Contract (Non-Breeding Companion Animal)

This agreement is entered into in Frisco, Texas, on the date written below between High Desert Labradors, LLC ("Seller") and _____ ("Buyer"). Seller agrees to sell, and Buyer agrees to purchase, a Labrador Retriever Puppy ("Puppy") in accordance with the terms set forth below.

1. Upon execution of this contract, Buyer shall pay to Seller a deposit in the amount of \$_____ with a balance due of \$_____ for a total purchase price of \$_____.00 (+ Texas state sales tax for puppies delivered within Texas) for a Puppy of gender _____ (male, female, or no preference).

Other Requests

(Every effort will be made to accommodate, but these Other Requests cannot be guaranteed):

Preferred Timing: _____

Preferred Dam: _____ Preferred Sire: _____

Other descriptive characteristics: _____

Desired personality traits/intended purpose (i.e. family companion, hunting, service dog, etc.): _____

(These CANNOT be guaranteed, but will aid in attempting to match an appropriate Puppy to each Buyer)

Online Adoption Application Completed?

YES__ Date Completed: _____

NO__ Please complete at <http://www.highdesertlabradors.com/adoption-application.html> prior to placing deposit and submitting this contract.

2. Initial deposit payment due upon execution of this contract and shall be made through PayPal (+ applicable fees paid by Buyer) or by cash, certified check, or money order payable to the order of High Desert Labradors, LLC. All other amounts due under this contract shall be paid by cash, certified check or money order, payable to the order of High Desert Labradors, LLC, or via credit card swipe in person (+applicable Squareup.com fees paid by Buyer) at the time of delivery of the Puppy.

3. Within 2 weeks of the birth of a litter, Seller shall notify Buyer of the litter's birth and whether there are sufficient puppies available to fulfill Buyer's reservation. Puppy pick order is determined based on the order the deposits are received. High Desert Labradors, in its sole discretion, reserves the right to exclude any puppy(ies) from availability for sale. In the event there are not sufficient puppies of the requested gender in the litter to fulfill the reservation, Buyer may choose to select from any available puppies of the opposite gender or roll over the deposit to the next planned litter. If there are no puppies of the requested gender available within one (1) year of the date of this agreement, this contract may be cancelled and a refund of deposit from Seller issued, upon Buyer's request.

4. Seller certifies that the above-described Puppy is of sound health at the time of delivery. Said Puppy comes with a health guarantee for Hip Dysplasia up to 25 months of age. In the event the Puppy sold pursuant to this contract develops Hip Dysplasia before the dog reaches 25 months of age, Buyer shall notify Seller in writing immediately upon receiving such diagnosis, and shall be entitled, upon Seller's confirmation of such diagnosis and in accordance with the terms and conditions below, to receive a 100% refund of the purchase price or a replacement Puppy, if available. Upon Seller's request, Buyer shall also execute a medical records release to enable Seller to obtain all veterinary records regarding the Puppy and to speak with Buyer's Veterinarian regarding the Puppy, its medical history and treatments. Seller reserves the right to confirm the diagnosis by a Veterinarian retained by Seller, at Seller's expense, prior to the payment of the refund or replacement of the Puppy by Seller.

5. In the event that the Puppy is diagnosed with Hip Dysplasia within 25 months of the Puppy's date of birth, and such diagnosis is confirmed by a Veterinarian retained by Seller at Seller's expense (if Seller elects to obtain a second opinion), Seller shall either, at Seller's option, replace the Puppy within one year of the date Seller is provided with the diagnosis of such disease, or refund to Buyer the purchase price identified above. If the Buyer's Veterinarian and the Veterinarian retained by Seller disagree about the diagnosis, such Veterinarians shall be asked to agree upon and designate a third Veterinarian to evaluate the tests results and the Puppy. The decision of the third Veterinarian shall be binding on both Buyer and Seller. Unless otherwise agreed in writing by Seller, Seller shall not be responsible for providing a replacement puppy or refunding the purchase price if the Puppy which developed Hip Dysplasia is not returned to Seller.

6. Buyer agrees that this Puppy is being purchased as a companion animal and will **NOT** be used for breeding purposes. Buyer agrees to have the animal spayed or neutered no later than one year of age. (Recommended age for spaying females: 6 months, Recommended age for neutering males: 10 months)

7. Buyer also agrees that the Puppy will be provided routine preventative health care, will be kept in good health and will be provided adequate shelter and care. Buyer also agrees to provide, and shall be responsible for providing, training to include house breaking, socialization and basic obedience training, either on Buyer's own or with the assistance of an appropriate professional. Buyer agrees to comply with all applicable laws and regulations regarding registration and licensing of the Puppy.

8. Buyer agrees to first contact Seller if Buyer ever determines that it is necessary to find a new home for the Puppy. In such event, Seller will assist Buyer in trying to find a new home for the Puppy or may, at Seller's discretion, accept the Puppy back from Buyer. If Seller takes the Puppy back, Buyer shall be responsible for the costs of delivery of the Puppy to Seller and Buyer shall not be entitled to a replacement Puppy or a refund of the purchase price. In the event Seller subsequently sells the Puppy to a new owner, Buyer shall not be entitled to any proceeds of the sale of such Puppy.

9. Buyer agrees that he or she will not, at any time, relinquish the Puppy to an animal shelter, rescue organization, pet store, laboratory or other research facility. Buyer further agrees that he or she will not, at any time, abandon the Puppy.

10. Seller will provide American Kennel Club (AKC) registration paperwork for completion at the time of delivery of the puppy. Registration fees are the responsibility of the Buyer and will be due payable to the AKC. Seller will submit paperwork to AKC on behalf of the Buyer along with Buyer's payment of the registration fees.

11. Seller will provide Buyer with records of the age appropriate vaccinations, deworming treatments, and microchip implanted in the Puppy, as well as information regarding appropriate nutrition and feeding requirements for the Puppy.

12. Upon receipt of the Puppy, Buyer must have the Puppy examined for a well puppy exam by a Veterinarian of Buyer's choice, and at Buyer's expense, within three days of the date and time of receipt of the Puppy by Buyer. If there are any concerns about the puppy's health as a result of the well puppy exam, Buyer must notify Seller within 24 hours of the veterinary examination. Further, Buyer shall provide

Seller with a signed medical records release to enable Seller to obtain copies of the veterinary records and to speak to the Veterinarian who examined the Puppy. If the puppy becomes ill within three days of the date the Puppy is received by Buyer, Buyer shall immediately notify Seller within 24 hours of such illness onset. If a Veterinarian determines the illness is not severe and is treatable, Seller may elect to reimburse Buyer for usual and reasonable costs of appropriate treatment of the Puppy and Buyer shall have no other remedies with respect to the Puppy's illness. If a Veterinarian determines the illness is severe, or if Seller elects not to pay the costs of treatment of the Puppy's illness, Buyer may return the Puppy to Seller and receive, at Seller's discretion, a full refund of the purchase price or a different puppy. If Seller elects to replace the Puppy, the replacement puppy shall be provided within one year of the date the Puppy was returned. Buyer shall be responsible for any costs of transporting the original Puppy back to Seller and for the costs of transporting the replacement puppy to Buyer. Seller shall not be responsible for the payment or reimbursement of any Veterinary expenses under this paragraph without Seller's prior written agreement to pay such expenses. Unless otherwise agreed in writing by Seller, Seller shall not be responsible for providing a replacement puppy or refunding the purchase price if the Puppy, which became ill, is not returned to Seller.

14. In the event that the Puppy becomes ill or, in Seller's discretion, is otherwise unsuitable for sale before delivery of the Puppy to Buyer, Seller may provide Buyer with a replacement puppy from the same litter if Seller determines one is available. In the event all of the other puppies have already been sold, the Seller will refund Buyer the purchase price or, at Buyer's request, allow the contract to rollover to next available litter with pick order granted based on Buyer's original date of deposit.

15. In the event Seller provides a replacement Puppy pursuant to the terms of this contract, Buyer agrees and understands that such Puppy will not be identical to the Puppy initially purchased or delivered under this contract, and may be a different gender or color. Any replacement Puppy will be a Labrador in sound health. Except for the description of such Puppy, the provisions of this contract shall apply to such replacement Puppy as if such Puppy were the initial Puppy sold pursuant hereto.

16. By signing this contract, Buyer certifies that he or she has read Seller's policies and agrees to be bound by all the terms and conditions set forth in this contract.

17. This contract constitutes a valid and binding agreement enforceable in accordance with its terms. This contract is governed by, and construed in accordance with, the laws of the State of Texas. Further, the Buyer and Seller agree that the Courts of the State of Texas shall have personal and subject matter jurisdiction over any disputes arising under this contract.

18. Buyer understands that his or her sole remedies under this contract are to obtain a refund or replacement Puppy in the event the Puppy purchased under this contract becomes ill within three days of receipt of the puppy or the dog develops Hip Dysplasia before it reaches 25 months of age. Buyer further understands that the limitations on, and provisions regarding, such remedies are set forth above. Buyer agrees and acknowledges that Seller shall not be liable to Buyer for any actual, consequential or special damages related in any way to the purchase, shipment, adoption, development, health or behavior of the Puppy. Buyer acknowledges and understands that a puppy is a living animal, each with its own temperament and personality and that Seller cannot control, and is not responsible for, the development of any particular animal.

19. For purposes of this agreement, unless otherwise specified, "delivery" of the Puppy shall be deemed to be the date the Puppy is picked up by the Buyer. All references to execution of this contract shall be to execution by both Buyer and Seller. All references to a Veterinarian refer to a licensed Veterinarian.

20. By execution of this contract, Buyer grants permission to use any and all pictures of the Puppy, Buyer, and/or Buyer's family members that Buyer chooses to email, text, or otherwise share with Seller for marketing purposes of High Desert Labradors, LLC, including but not limited to posting on highdesertlabradors.com and use in marketing email content. Names and locations of Buyer will NOT be used without explicit written permission from the Buyer.

21. This contract contains all agreements between the parties and may not be modified except in writing, upon the agreement of both parties. Buyer understands and acknowledges that there are no other agreements between Buyer and Seller not set forth in this contract.

22. The contact information for Seller is set forth above. The contact information for Buyer is:

Buyer: _____

Address: _____

City: _____ State: _____ Zip: _____

Home phone #: (_____) _____ Cell or work phone#: (_____) _____

Fax#: (_____) _____ Email: _____

This agreement is entered into on this the _____ day of _____, 20____
by Buyer and Seller identified above.

Buyer Signature

Buyer Printed Name

High Desert Labradors, LLC, Seller

By Anne K. ("Katie") Connolly Olivey