

Creek's Edge Labradors Puppy Purchase Agreement (AKC Limited Registration)

Please read this Puppy Purchase Agreement carefully. This documents contains the rights and responsibilities of each party regarding the purchase of a Creek's Edge Labradors Labrador Retriever puppy.

Creek's Edge Labradors (aka, Creek's Edge Retrievers and Creek's Edge Kennels) is dedicated to the improvement of the Labrador Retriever. The intent of this contract is to assure Puppy Buyers that the puppies produced from Creek's Edge Labradors are not from an indiscriminate breeding, but careful thought to enhance the outstanding qualities and health of the breed.

The following agreement is between Creek's Edge Labradors, and:

Puppy Buyer: _____
Address: _____
City, State, Zip Code: _____
Phone Number: _____
Email Address: _____

Creek's Edge Labradors agrees to sell one Labrador Retriever puppy to Puppy Buyer for the price of \$2,500.00.

Payment

Deposit: \$500.00 nonrefundable deposit due to hold a spot on the litter (if unborn) or to reserve a specific puppy of a litter (if born).

Creek's Edge Labradors will notify Puppy Buyer within three days of birth of the litter. Should the sex of the puppy requested not be available, Puppy Buyer will have the choice between: 1. return of deposit; or 2. have the deposit transferred to another litter. Should Puppy Buyer request the transfer of the deposit to another litter, they will be placed in the next available pick order. If Puppy Buyer placed a deposit on a specific puppy, and that puppy becomes unavailable due to health reasons, Puppy Buyer

may only elect to have deposit transferred to another available puppy within the original litter or have it transferred to another upcoming litter.

Final Payment: \$2,000 payment is due on or before puppy send home date.

Please note, under no circumstances will the puppy be released to the Puppy Buyer until all funds have cleared.

Forms of Payment Accepted:

Deposits: Creek's Edge Labradors accepts personal checks, cash or money order for deposits.

Final Payment: Creek's Edge Labradors will accept cash, money order, cashier's check for final payment of puppy and final payment must be made prior to release of the puppy to Puppy Buyer. Creek's Edge Labradors will also accept a personal check; however, if paying by check, Creek's Edge Labradors will require checks to be received by us by the time the puppy reaches 6 weeks of age.

Regardless of time when check submitted to us, payment must have cleared prior to picking up the puppy. Creek's Edge Labradors will not release the puppy to Puppy Buyer should funds not have cleared and Creek's Edge Labradors will not be responsible for any expenses that Puppy Buyer may incur while waiting for the funds to clear.

Puppy Pick Up Date and Location

Puppy Pick Up Day will be on a date/time mutually agreed upon between Puppy Buyer and Creek's Edge Labradors, but must be on or before the closest Saturday after the puppies turn 8 weeks old.

Should the puppy not be picked up on or before the closest Saturday after the puppy turns 8 weeks old, the Puppy Buyer will be assessed \$50.00 per day boarding fee until the Puppy Buyer takes possession of the puppy.

In the event that Puppy Buyer fails to pick up the puppy on or before the closest Saturday after the puppy turns 9 weeks old, Creek's Edge Labradors reserves the right to void this purchase agreement with the

Puppy Buyer and Puppy Buyer will forfeit deposit, as well as any additional funds paid, and puppy will be offered for sale to another purchaser.

Puppy pick up location will be at Creek's Edge Labradors or at a mutually agreeable alternate location.

Puppy Pick Order

Puppy pick order is determined by Creek's Edge Labradors receipt (date/time) of completed reservation package which consists of 3 items: 1. return of signed Puppy Purchase Agreement, 2. puppy preference sheet, and 3. payment of deposit.

Once all items have been received by Creek's Edge Labradors, you will be notified that your package is complete as well as your pick order.

For pick order purposes, the post mark (or date listed on other postage document that shows date submitted to carrier, in cases where FedEx, UPS, or other carrier used) will be used as date/time submittal so long as the payment clears. Should the payment not clear, but upon representation it does, the payment clearing date will be used. Puppy Buyer will be responsible for any fees incurred by Creek's Edge Labradors as a result of payment not clearing.

Shipment of Puppies

Creek's Edge Labradors does not ship puppies unaccompanied. Puppy Buyer must pick up their puppy from Creek's Edge Labradors or at a mutually agreeable alternate location.

Should the Puppy Buyer request delivery of the puppy to the Puppy Buyer, Puppy Buyer will be responsible for any and all expenses incurred, to include, but not limited to, airfare, mileage, per diem expenses, hotel costs, rental car, or any other cost that Creek's Edge Labradors would incur in order to deliver the puppy.

All delivery expenses must be pre-paid and the final payment for the puppy must be satisfied. Creek's Edge Labradors is not obligated to deliver the puppy and may decline any delivery request.

Health Guarantees

Creek's Edge Labradors guarantees that, upon Puppy Buyer's receipt of the puppy, the puppy is in good health and has been given their first set of vaccinations, has been wormed and has had a health check by a licensed veterinarian.

Creek's Edge Labradors will provide health and vaccination records to Puppy Buyer.

Puppy Buyer agrees to have the puppy health checked by a licensed veterinarian within 3 days of receipt of the puppy. Should the veterinarian make a diagnosis of the puppy having a life-threatening disease, Puppy Buyer must provide such written diagnosis from the veterinarian to us and Creek's Edge Labradors will submit the documentation to our veterinarian for concurrence. Should our veterinarian concur and make a determination that the diagnosis was not a result of Puppy Buyer's actions, Puppy Buyer will have the right to return the puppy to Creek's Edge Labradors at Puppy Buyer's expense. Once returned, at Creek's Edge Labradors' sole discretion, Creek's Edge Labradors will either: 1. Provide Puppy Buyer with puppy of equal or greater value, if available; or, 2. Offer Puppy Buyer a puppy of equal or greater value from an upcoming litter. Creek's Edge Labradors will only provide Puppy Buyer a full refund of the purchase price of the puppy should Creek's Edge Labradors not have a puppy available or will not have a litter of puppies available within the next 9 month period from the date of return of the puppy.

Puppy Buyer must return the puppy within 24 hours of being notified of our veterinarian's concurrence of the puppy's life-threatening illness with all registration paperwork and health records at Puppy Buyer's expense.

Creek's Edge Labradors does not accept responsibility for any condition diagnosed after three days from date of pick up. Creek's Edge Labradors is not responsible for any costs associated with the return of the puppy. Further, Creek's Edge Labradors is not responsible for any veterinarian bills incurred by Puppy Buyer.

If during the puppy health examination conducted within 3 days of receipt of the puppy by Puppy Buyer's veterinarian a genetic issue has manifested and is documented in writing by the examining veterinarian, and such

diagnoses is concurred by our veterinarian, the puppy may also be returned at Puppy Buyer's expense and at Creek's Edge Labradors' sole discretion, Creek's Edge Labradors will either provide Puppy Buyer with puppy of equal or greater value, if available; or offer Puppy Buyer a puppy of equal or greater value from an upcoming litter. Creek's Edge Labradors will only provide Puppy Buyer a full refund of the purchase price of the puppy should Creek's Edge Labradors not have a puppy available or will not have a litter of puppies available within the next 9 month period from return of the puppy.

However, if the genetic issue can be repaired and/or managed and Puppy Buyer wishes to do so, Creek's Edge Labradors will reimburse Puppy Buyer up to half of the purchase price paid of the puppy after an itemized veterinarian bill is received by Creek's Edge Labradors and our veterinarian verifies any treatment given as medically necessary and costs were reasonable. Any additional expenses to include any medication prescribed for any duration and for any reason will be the sole responsibility of Puppy Buyer.

Creek's Edge Labradors will provide to Puppy Buyer the OFA certificates of the sire and dam of the puppy which will show the medically evaluated conditions of the sire and dams hips, elbows and condition of eyes. Since there are numerous environmental conditions that can effect the puppy hips, elbows and eyes (such as allowing the puppy to jump from elevated places), Creek's Edge Labradors does not guarantee the puppy from hip dysplasia, elbow dysplasia, and genetic eye issues.

Also due to the individual nature of genetics, Creek's Edge Labradors does not guarantee puppy will be free from all genetic defects, to include genetic defects that may disqualify puppy from being able to be bred or shown/ participate in any conformation, or participate in field event.

However, Creek's Edge Labradors guarantees that it will never knowingly breed any dog that has been medically evaluated as having hips, elbows or eyes that are rated below normal. Further, Creek's Edge Labradors will only breed dogs that will likely produce healthy puppies.

This health guarantee in its entirety is null and void if it is determined that the illness and/or medical condition is the result of Puppy Buyer's actions, negligence and/or abuse of the puppy. Further, this

health guarantee is null and void should Puppy Buyer not have puppy health checked by a licensed veterinarian within 3 days of receipt of the puppy.

This health guarantee does not cover injuries to puppy after Puppy Buyer has picked up their puppy from Creek's Edge Labradors.

Responsibilities of Creek's Edge Labradors

Creek's Edge Labradors agrees to:

- Provide AKC registration form to Puppy Buyer for Limited Registration;
- Administer first set of vaccinations and worming for the puppy;
- Microchip the puppy and provide microchip information to Puppy Buyer;
- Provide Puppy Buyer with a veterinary health check for the puppy;
- Provide OFA records of sire and dam of the puppy.

Responsibilities of Puppy Buyer

Puppy Buyer agrees to:

- Come to puppy send home date/time/location as mutually agreed;
- Provide the puppy with a loving home that is suitable for puppy's energy level and stimulation needs;
- Maintain the puppy in good health as recommended by a veterinarian;
- Puppy Buyer shall provide all proper immunizations, regular vaccine boosters, fecal exams, heartworm tests, and recommended routine therapy;
- Place and keep puppy on effective heartworm preventative medication;
- Will not spay or neuter the puppy until it is a minimum of 12 months old but must do so by the time puppy reached the age of 24 months.

AKC Registration

Creek's Edge Labradors sells all puppies on an AKC Limited Registration basis, unless other agreements have been arranged.

If Puppy Buyer wishes to convert the AKC Limited Registration to AKC Full Registration, AKC will require approval from Creek's Edge Labradors to do so. Creek's Edge Labradors will only concur with the request if Puppy

Buyer notifies Creek's Edge Labradors of their intent to do so and, further, the Puppy Buyer agrees to pay Creek's Edge Labradors the then-current price difference between a Limited Registration Puppy Purchase Agreement and a Full Registration Puppy Purchase Agreement (currently an increase of \$1000.00).

Spay/Neuter Agreement

Puppy Buyer understands that puppy is being sold under an AKC Limited Registration. Puppy Buyer agrees to spay/neuter puppy no sooner than the age of twelve months but no later than 24 months of age.

In the event of any health concerns or exceptional circumstances that may prevent the spay/neuter procedure from being performed within the required time frame, the Buyer must provide written documentation from a licensed veterinarian explaining the situation.

Rehoming

If, for any reason, Puppy Buyer can no longer care for the puppy, Creek's Edge Labradors shall be given the first opportunity to resume ownership; however, Creek's Edge Labradors is not required to accept the puppy. If Creek's Edge Labradors resumes ownership, the puppy will be returned with all of its registration paperwork, health records, and Puppy Buyer agrees to execute any and all documents in order to transfer ownership and registration to Creek's Edge Labradors. Puppy Buyer will not receive a full or partial refund of the puppy's purchase price.

Under no circumstances will the puppy be sold, leased, traded or given away to any breeder, kennel, pet shop, research laboratory, animal shelter or similar facility. Doing so Puppy Buyer will be responsible for a fee of \$5000 plus any legal or recovery costs associated with the return of the puppy to Creek's Edge Labradors.

Release

Creek's Edge Labradors is hereby released from any and all future liability to Puppy Buyer with regard to the puppy. Puppy Buyer agrees that from the date they take possession of the puppy, Puppy Buyer accepts all liability for

the actions of the puppy and holds Creek's Edge Labradors harmless with regard to any and all third parties.

No other warranties or guarantees, expressed or implied, are made under this contract except as stated herein.

Dispute and Mediation Agreement

Should any disagreement arise concerning this Puppy Purchase Agreement, Puppy Buyer agrees to enter into mediation. Should a resolution not be reached using mediation, the Puppy Buyer agrees to bring any action in the State of Alabama and in the County of Madison.

Should any term in this Puppy Purchase Agreement be found to be unenforceable, the remaining provisions will remain in effect.

Acknowledgement of Agreement

The Puppy Buyer acknowledges and agrees that they have read, understand, and accept all terms and conditions outlined in this agreement.

The Puppy Buyer further acknowledges that they have had the opportunity to ask questions and seek clarification prior to signing this agreement. By signing below, the Puppy Buyer affirms their commitment to adhere to the conditions outlined and affirms that they are entering into this agreement willingly and with full understanding of their responsibilities.

Date

Signature of Puppy Buyer