**TERMS AND CONDITIONS**

**1. Deposit, Payment of Purchase Price, Fees**

Buyer has paid a deposit of $\_\_\_, with payment of the balance of $\_\_\_ due upon release of the Dog to Buyer. The expected delivery date is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or such other date as the parties may mutually agree upon which shall supersede this contractual delivery date. Payment of the balance may be made by Zelle (Preferred), ApplePay (Preferred), Venmo (surcharge may apply), cashier’s check, and money order.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if: (a) Buyer fails to complete the purchase of the Dog for any reason upon the mutually agreed delivery date. (“Delivery Date” is defined as the calendar date in which physical transfer of the puppy to Buyer will occur and is mutually agreed in writing within or outside of this contract. Text or email are acceptable forms of this mutual agreement for delivery date.)

In this event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer’s deposit will, at Buyer’s option, be refunded.

(c) A boarding fee of $\_10\_ per day can be charged for each day the Dog is boarded by Seller starting on the 5th day past the agreed delivery date. Exception shall be if delivery date is moved at the Seller’s request with both Seller and Buyer in agreement where no daily boarding fee shall be charged..

**2. Transfer of Ownership and Registration**

Upon payment in full of the Purchase Price, Seller (at Seller’s sole cost) shall promptly take all actions required to officially transfer ownership and registration of the Dog to Buyer. The Puppy shall be AKC Litter Registered prior to pickup with Limited AKC Registration and the individual puppy AKC Registration application and number shall be provided to Buyer upon delivery. Individual and specific dog AKC registration will be at the sole responsibility and cost of the buyer. (Please refer to process: https://www.akc.org/register/dog/)

**3. Seller’s Representations and Warranties**

Seller represents and warrants to Buyer that:

(a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.

(b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.

(c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.

(d) The Dog (puppy) is in good health and free of communicable diseases at the time of this sale as determined by a certified Veterinary puppy check up criteria.. The veterinary check up report/clean bill of health will be provided to the buyer upon delivery as a part of the sale.. There will be no warranties or replacements and buyer is solely responsible after the point of delivery. There are no guarantees as to Genetic Health Risks although both parents have been genetically screened and results can be provided by request.

(f) Buyer agrees that they have an adequate understanding of the Labrador Retriever breed, and understand the many health issues they can possess and how to care for them. Buyer is responsible for all medical costs of their puppy after delivery. (No refunds or replacements will be given)

(g) Life is unpredictable and therefore, for the purpose of assisting the buyer in re-homing the dog and to avoid inappropriate euthanasia or placement in an animal shelter, Seller will review and consider taking the Dog back at any time during the Dog’s lifetime. If mutually agreed, a “Transfer of Ownership” document will be created. Seller will not issue a refund or provide another Dog to Buyer.

**4. Fitness of Purpose**

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog’s fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

**5. Buyer’s Representations**

Buyer represents to Seller that:

(a) Buyer is not acting as agent for any other person or business in the purchase of the Dog.

(b) Buyer will show reasonable health and emotional care for this dog and agrees to hold any new owner in like kind to such a commitment of well being and care.

**6. Indemnity and Release**

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller’s costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

**7. Limitation of Action**

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

**9. Entire Agreement**

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