



The following agreement is between the owner of Silver Mountain Labradors, hereafter referred to as “Breeder”, and

_____, hereafter referred to as “Buyer”; for the sale and purchase of one purebred dog of the Labrador Retriever breed. No verbal agreements will be entered into.

Puppy, AKC Registration# _____, Microchip# _____,

Color: _____, Sex: _____, Whelped on: _____,

Sire: _____ AKC# _____,

Dam: _____ AKC# _____,

will become the property of the Buyer upon the fulfillment of the following conditions.

A) Purchase Price

Purchase price of \$_____, paid by the Buyer to the Breeder.
A non-refundable deposit of \$250.00 has been made on _____. The puppy will be held until _____. At that time, the balance of the purchase price \$_____ must be paid in full. Failure to do so constitutes a forfeiture of the deposit, and alternate arrangements will be made for the placement of the puppy. (*Available price rebate under part 3) “Ownership responsibilities”*).

B) Transportation Costs

All transportation costs will be paid by the Buyer. Transportation costs (shipping, crate, airport delivery charge) and any other expenses involved in the shipping of the puppy must be prepaid before the puppy is shipped. Normal shipping charges, including full insurance, are approximately \$300.00.

It is further agreed by both parties that:

1) Use of Dog

Buyer agrees that the dog is not purchased for resale, nor will it be used or trained for activities which are illegal or, for which it is not suited by reason of temperament or conformation. Specifically, it will not be used as an attack dog or, to fight other animals (*under written agreement, licensed law enforcement may be exempted*).

Pet Store/Puppy Mill Prohibitions.

The Buyer agrees that there shall be no sell, transfer of ownership or possession of the puppy, or any progeny to any person or organization whose intent is to resell (pet stores), trade or give away the dog, or use it in any experiments, laboratory or otherwise, or to use it as breeding stock for a puppy mill. Likewise, no breeding shall be made with the intent to produce hybrid offspring (e.g., Labradoodle, etc.).

2) Registration

The Breeder certifies that the dog has been registered under the regulations of the American Kennel Club (AKC) as a purebred Labrador Retriever and will provide the proper forms for transfer of ownership of this registration as soon as they are received from the AKC (Typically provided upon shipment or pick up of the puppy.). The type of registration permitted for the dog is _____. All puppies placed on "Full" registration, that descend in lineage from our Stud "*Ellyn's Phantom of the Opera*", must have a registered name that begins with "Phantom's". An example might be "Phantom's Rover", etc.

3) Ownership Responsibilities

The Buyer agrees to maintain the dog in a humane environment and properly train and care for it. Specifically, the dog will be properly licensed and inoculated against rabies, distemper, parvovirus, and other communicable diseases as recommended by a licensed veterinarian. The dog will not be allowed to roam "at large". Also, the dog must be socialized and obedience trained appropriately. The breeder may opt to offer a single rebate of up to \$200 if the dog earns designated AKC titles.

The buyer further agrees that the puppy's weight will be under strict supervision until the dog reaches two(2) yeas of age. It is far better to have a dog slightly underweight then overweight, as excess weight contributes to structural breakdown of the dog. Buyer also agrees nothing will be given to the dog that would encourage rapid growth, including steroids or any substance that promotes an overweight condition.

4) Right of Recovery/Replacement

The Breeder wishes to make sure that this dog is well cared for and placed in a proper environment for its whole lifespan. If, for whatever reason, the Buyer can not, or does not wish to maintain custody of the dog (at anytime during its lifetime) the Breeder is to be notified immediately of such case. The dog is not to be sold or placed anywhere without consent from the Breeder. The Breeder may help assist in any placements of the dog. The Breeder will always accept the dog/puppy back at no cost to the Breeder.

5) Limitations of Contract

This contract applies to the original puppy and Buyer only and is non-transferable to a second party. Any other agreements, not stated or covered in this contract, may only be made with the Breeder's written consent.

6) Understanding the Terms of the Contract

This contract is being freely entered into by both parties, without any mental reservations whatsoever. The Buyer has read and fully understands the terms and conditions of this contract. This contract is under the jurisdiction of the state of Utah in the county of Iron. It is agreed that the place of venue shall be in Iron County, Utah. Any breach of this contract could be detrimental to the name and reputation of the Breeder, and the Breeder will be entitled to a minimum of five(5) times the purchase price of the puppy including, but not limited to, attorneys fees, court cost, any and all expenses acquired and (or) the puppy back. All other states and counties are asked to please accept this contract as legally binding and enforceable.

This contract is designed to protect the Labrador Retriever breed and its progeny, as well as the Breeder and the Buyer of said Labrador Retriever. By signing, all parties agree to all clauses of this contract.

Breeder: _____ Date: _____
Silver Mountain Labradors, Owner

Buyer: _____ Date: _____

Name(please print): _____

Buyer(co-owner): _____ Date: _____

Name(please print): _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____