

Sundown Labradors

Sales Agreement and Health Guarantee

This agreement is made between Sundown Labradors (breeder), hereafter referred to as "Seller", and _____, hereafter referred to as "Purchaser".

In consideration of purchase price of _____ (\$0.00), the "Seller" transfers all rights and privileges and responsibilities associated with the ownership of the (**sex**) Labrador Retriever as of the date specified below. All paperwork necessary for a Full registration with the AKC is included in the purchase price.

"Seller" guarantees to the original "Purchaser" the dog specified above to be free of genetic diseases that would prevent the dog from breeding, until 26 months of age. Congenital diseases common to Labrador Retrievers and seller guarantees to be free from are: Hip and elbow Dysplasia, Retinal Dysplasia, Cataracts, Progressive Retinal Atrophy, Muscle Myopathy and Dwarfism.

OFA and CERF are the sole authority on the state of your pups hips, elbows, and eyes.

If, before the age of 26 months, the dog develops:

Hip Dysplasia, as evaluated by the Orthopedic Foundation for Animals (OFA), or Progressive Retinal Atrophy, Congenital Cataract, and/or Retinal Dysplasia as certified by the Canine Eye Registry Foundation (CERF).

If both testicles do not descend, Muscle Myopathy, Dwarfism deemed to be congenital in nature by a licensed veterinarian; it will be replaced by the "Seller" with another puppy of equal value and similar quality.

"Seller", at his option, may refund the purchase price of the affected puppy in lieu of a replacement puppy. If the value of the replacement puppy is greater than the original price of the affected dog, the "Purchaser" will be responsible for paying the difference.

"Seller", at his option, may require the "Purchaser" to forward all medical records, x-rays, and other information relied upon for the diagnosis to the "Seller" for a secondary opinion. Expenses for the initial diagnosis and shipping of all the records, x-rays, and other information relied upon for the diagnosis are the responsibility of the "Purchaser". "Seller" shall return all medical records, x-rays, and other information to "Purchaser" at the "Seller's" expense. "Seller" also has the option, at his expense, to require a licensed veterinarian examine the dog. Expenses for transportation of the dog to and from a second examination are the responsibility of the "Seller".

In the event both veterinarians arrive at the same diagnosis, the replacement puppy will be shipped by the "Seller" to "Purchaser". "Purchaser" has the option to keep the affected dog. If the "Purchaser" keeps the affected dog, a 50 percent refund will be issued within 30 days.

"Purchaser" agrees to provide proof the affected dog has been spayed/neutered before a refund is issued. "Purchaser" also has the option to ship the dog back to the "Seller" with the original AKC papers signed by the "Purchaser" transferring ownership to the "Seller". "Purchaser" will be

responsible for the shipping fees of the affected dog. Upon receipt of the dog and the AKC papers signed by the "Purchaser", a replacement puppy will be shipped. Expenses associated with shipping the replacement puppy are the "Sellers" responsibility. If a litter is not available at the time a claim is made, the "Purchaser" will be put on a waiting list for the next equal value and similar quality breeding.

In the event there are differing diagnoses, "Purchaser" may request a third examination by a licensed veterinarian through a regional veterinary teaching hospital agreeable to the "Seller". All expenses associated with this third examination and diagnosis shall be the responsibility of the "Purchaser". The diagnosis resulting from this examination will be binding.

This dog may not have been bred nor changed ownership prior to a claim being made.

UNDER NO CIRCUMSTANCE SHOULD "PURCHASER" EUTHANIZE THIS DOG, except in the instance of traumatic accidental injury or other life threatening situation where euthanasia is the **ONLY** proper alternative. If the "Purchaser" is considering euthanasia for ANY REASON, other than accidental injury, "Purchaser" is to contact the "Seller" IMMEDIATELY.

If the dog is euthanized prior to a claim being made, this guarantee will be void.

Sundown Labradors encourages you to use our name, "Sundown" in your dogs AKC/UKC registered name as we take great pride in trying to produce quality pups for your enjoyment. If you do decide to use our name, we THANK YOU.

**Otey Brabston
242 Chapel Hill Road
Ghent, KY 41045
Cell (859) 250-2767**

Seller _____ **Purchaser** _____

Date _____ **Date** _____