This agreement is between (Seller) Red Spring Farm of Fincastle, VA and

Buyer (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Driver’s License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

It is agreed between Seller and Buyer as follows:

1. DESCRIPTION OF DOG - The Dog sold pursuant to the terms of this agreement is as follows:

Sex: \_\_\_\_\_\_\_  Whelped: \_\_\_\_\_\_\_\_\_\_\_\_\_  Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Microchip # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeds: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. SELLER’S REPRESENTATIONS

The following conditions apply to the sale of the aforementioned Dog:

\*\_\_\_\_\_\_ This Dog’s full purchase price of $ \_\_\_\_\_\_\_\_\_ is payable in full at the execution of this contract. In the event that said funds are not readily collectible by the Seller, for example, a refusal by a bank to honor a check tendered by the Buyer for the Dog, the parties agree that the Seller shall have the right to recover from the Buyer all attorneys’ fees and court costs incurred in connection with obtaining full payment. Should any of the following Agreements or Guarantees be broken, all court proceedings shall take place in Virginia and at the expense of the Buyer.

Three Day Buyer Health Check Agreement:

\*\_\_\_\_\_\_ The Buyer has THREE days from the day of pick-up to have the Dog examined by a veterinarian and to personally inspect the Dog. Failure to have the Dog examined within 3 days voids the Health Guarantee.

\*\_\_\_\_\_\_ Any request to return the Dog to the Seller must be made within the Three Day Buyer Health Check and must be accompanied by a written statement from a veterinarian describing any problems found. Legitimate problems that will affect the long term health of the Dog will warrant returning the Dog to Red Spring Farm for a refund of the purchase price of the Dog with the option to be moved to another litter. Return shipping (if applicable) is at the expense of the Buyer.

\*\_\_\_\_\_\_ Though we have a rigorous parasite prevention protocol at Red Spring Farm, conditions including, but not limited to, parasites, Giardia, and Coccidia, can easily re-infest itself even among prior-treated puppies. Any positive test results are a failure of the medication and not a failure of the breeder to use preventative treatment for them, therefore, we do not warrant return of the puppy, with refund, due to parasites. Red Spring Farm agrees to pay treatment (not diagnosis) costs associated with parasites identified in the Three Day Buyer Health Check. Red Spring Farm is not liable for any accident, injury, or disease contracted by the animal once it leaves the Red Spring Farm premises.

\*\_\_\_\_\_\_ Buyer agrees that any known health problems that this Dog has that both the Buyer and Seller are aware are to be listed below and are not covered under the Three Day Health Check Agreement:

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Red Spring Farm Health Guarantee:

\*\_\_\_\_\_\_ All Red Spring Farm breeding dogs are tested for Hip, Elbow, Eye, Cardiac, Thyroid and Patella conditions. They also receive genetic health tests (if they are not cleared by parentage). Therefore, Red Spring Farm guarantees against the congenital conditions listed below that greatly diminish the quality of the dog’s life, or results in the dog’s death, until the dog reaches 2 years of age. Unfortunately, because these conditions can also be caused by the Dog’s lifestyle, the warranty is null and void if the condition is attributed to injury, neglect, obesity, rapid growth due to poor nutritionand/or strenuous, repetitive exercise (such as agility training or running miles a day) that takes place before 18 months of age. We guarantee genetic conditions for the lifetime of the Dog.

\*\_\_\_\_\_\_ In the unfortunate event that a dog is confirmed affected by one of the following congenital or genetic conditions, the Buyer can elect to either receive a replacement puppy (only in the event of the death of the original dog) or receive reimbursement of vet bills for treatment of the condition up to 100% the purchase price of the dog (this does not include sales tax). Reimbursement is for treatment only, no reimbursement for tests to diagnose the condition will be given. If the dog is covered by a pet insurance company, such as Trupanion or Embrace, then reimbursement only covers the deductible. All reimbursements will be submitted and treatment must be provided within 1 year of the diagnosis*.* Congenital conditions must be confirmed by the Orthopedic Foundation for Animals (for HD, ED, and Luxating Patellas), or a Board Certified Canine Cardiologist (for Cardiac Disorders). All genetic conditions must be confirmed by an OFFA approved lab.

* The congenital conditions covered by our Health Guarantee until the Dog reaches 2 years of age:

-Mild, Moderate, or Severe Hip Dysplasia confirmed by OFA

-Grade 2 or Grade 3 Elbow Dysplasia confirmed by OFA

-Grade 2, Grade 3, or Grade 4 Luxating Patellas confirmed by OFA

-Cardiac disorders requiring surgery or a heart disorder requiring life-long medication (Proof to include copies of diagnosis and treatment documentation from a Board Certified Canine Cardiologist). This does **not** include grade I or II heart murmur (as interpreted by the OFA).

* The genetic conditions covered by our Health Guarantee for the lifetime of the Dog:

-Von Willebrand Disease I

-Von Willebrand Disease II

-Degenerative Myelopathy

-Progressive Retinal Atrophy, GRI

-Progressive Retinal Atrophy, GR II

-Progressive Retinal Atrophy- PRCD

-Ichthyosis

-Dystrophic Epidermolysis Bullosa

-Sandhoff Disease

-Golden Retriever Muscular Dystrophy

-Osteochondrodysplasia

-Osteogenesis Imperfecta

- Sensory Ataxia Neuropathy

\*\_\_\_\_\_\_ Red Spring Farm’s Guarantee does not include viral illnesses, infections, improper bites, grade I or II heart murmurs (as interpreted by the OFA), hernias, or parasites. It also does not cover illness due to the ingestion of foreign objects, food, chemicals, or physical injury.

3. BUYER’S AGREEMENTS

\*\_\_\_\_\_\_ Buyer agrees that Red Spring Farm makes no guarantee that this Dog will not shed or cause an allergic reaction.

\*\_\_\_\_\_\_ Buyer agrees that Red Spring Farm’s prediction of coat type, height, and weight at adulthood are estimates only and are based on Seller's goal to match dogs with families appropriately. If the Dog turns out to be smaller or larger than expected, no reimbursement of purchase price will be given.

\*\_\_\_\_\_\_ Buyer agrees that, upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer. At any time, upon request, the Buyer must allow Red Spring Farm access to all veterinary records and the ability to speak directly with all veterinarians that have been associated with the care of the dog.

\*\_\_\_\_\_\_ Buyer agrees to maintain the dog at a healthy weight and to postpone strenuous, repetitive exercise (such as agility training or running miles a day) until a minimum of 18 months of age. Failure to comply with this agreement voids the Health Guarantee.

\*\_\_\_\_\_\_ Buyer agrees to maintain this dog in good health, provide preventative health care including, but not limited to, inoculation, internal parasites, and -where indicated- heartworm preventative medication. It is agreed that your Dog will be housed indoors, and fed a quality food. Buyer agrees to provide basic obedience training within the first year of ownership.

Spay/Neuter Agreement:

\*\_\_\_\_\_\_ Buyer agrees that the Dog is being sold as a pet only with no breeding rights, and the Dog must be spayed or neutered between 6 and 12 months of age \_\_\_\_\_\_\_\_\_\_\_\_\_. Failure to have this done will void the health warranty. Failure to spay or neuter this dog prior to 12 months of age will require the Buyer to pay the Red Spring Farm five times the purchase price of the Dog.  Proof of spaying/neutering by 12 months of age must accompany any request for warranty reimbursement. **Proof of spaying/neutering in the form of a veterinary receipt that contains the microchip number of the altered dog must be received by the above date. WE INCLUDE OVARY SPARING SPAY OR VASECTOMY AS A SPAY/NEUTER!** We do not recommend spaying or neutering before 6 months of age, and recommend waiting until after a females 1st heat cycle.

\*\_\_\_\_\_\_ Buyer agrees that this Dog is being sold as a family pet and does not convey with breeding rights. If this Dog is bred, the purchaser agrees to pay the seller ten times the purchase price of the Dog for every litter produced, as well release ownership of all dogs born at Red Spring Farm currently owned by the Buyer, as well as the offspring of those Dogs, back to Red Spring Farm.

\*\_\_\_\_\_\_ Buyer agrees that, if the Dog must be rehomed, then the Dog must be spayed or neutered prior to any transfer in ownership. Failure to spay or neuter the dog prior to the transfer of ownership results in the transfer being void, and the Dog will be returned to Red Spring Farm at the Buyer’s expense. The Buyer will also be required to pay five times the purchase price of the Dog. If the Dog is bred by the new owner, the transfer of ownership is void and the Buyer will be required to pay twenty times the purchase price. The Dog must be returned to Red Spring Farm at the expense of the Buyer as well as all offspring of the Dog.

Rehoming Agreement:

\*\_\_\_\_\_\_ Buyer agrees that, if the Dog must be rehomed, that Red Spring Farm will be notified and given the new owner’s name, contact information, and veterinarian. The new home must be able to uphold the same level of excellent care of the Dog that Red Spring Farm expects out of all Buyers, including, but not limited to, an indoor home, high quality food, and regular veterinarian/preventative care. If the new home does not uphold the high level of care expected, the transfer of ownership is void and the Dog will be returned to Red Spring Farm at the Buyer’s expense.

\*\_\_\_\_\_\_ As stated in the Spay/Neuter Agreements, Buyer agrees that, if the Dog must be rehomed, then the Dog must be spayed or neutered prior to any transfer in ownership. Failure to spay or neuter the Dog results in the transfer being void, and the Dog will be returned to Red Spring Farm at the Buyer’s expense and a required fee of five times the purchase price of the Dog. If the Dog is bred by the new owner, the Buyer will be required to pay twenty times the purchase price. The Dog must be returned to Red Spring Farm at the expense of the Buyer as well as all offspring of the Dog.

\*\_\_\_\_\_\_ Buyer understands that transfer of the ownership of the Dog shall void our Health Guarantee. Buyer agrees to never place the Dog in a shelter, or similar facility including a research laboratory.

\*\_\_\_\_\_\_ The Dog is to be returned to Red Spring Farm if rehoming is necessary and no adequate home, which is approved by Red Spring Farm, can be found by the Buyer. All shipping charges are at the expense of the Buyer.

Final Agreement:

\*\_\_\_\_\_\_ Buyer agrees that, under no circumstances shall the Seller be liable to the Buyer or to any third party for a Dog that has been subjected to abuse, accident, negligence or misuse. Also, under no circumstances shall the Seller be liable for any consequential incidental or special damages resulting from or in any manner related to the Dog.

\*\_\_\_\_\_\_ All parties agree that this writing represents the entire Agreement between them and all other representations, either oral or written, made prior to signing regarding the Dog described above are null and void. The parties further agree that no changes in this contract shall be binding upon either of them without written modifications signed by both parties.

\*\_\_\_\_\_\_ Buyer agrees that he/she understands this contract fully, and that this contract is under the jurisdiction of the State of Virginia in the county of Botetourt. It is agreed the place of venue shall be in Botetourt or Roanoke County, Virginia. All court proceedings and attorney’s fees associated with the Dog for both the Buyer and the Seller are at the expense of the Buyer.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller (*Print*): Red Spring Farm Owner, Kristen Morgan Date

\*Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer (*Print*): Date