

**L.A. DELTA INVESTMENTS, INC. DBA LOCKEWOOD STABLES AGREEMENT  
FOR SALE OF GOLDEN RETRIEVER PUPPY**

*Congratulations on your purchase of a Golden Retriever Puppy!*

Date of Agreement:
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<b>SELLER/BREEDER:</b>	
Full Name:	
Address (Physical):	
Mailing Address:	
City, State, Zip	
Email:	
Phone	
Website:	www.lockewoodgoldens.com

<b>BUYER:</b>	
Full Name:	
Address (Physical):	
Mailing Address:	
City, State, Zip	
Email:	
Phone	
Website:	

<b>PUPPY:</b>	
<b>Breed:</b>	Golden Retriever
<b>Color:</b>	
<b>Sex:</b>	
<b>Date of Birth:</b>	
<b>Mother:</b>	
<b>Father:</b>	

Price:	\$
Form of Payment:	<input type="checkbox"/> Cash <input type="checkbox"/> Check

1. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller a [ ] male or [ ] female puppy (Puppy)
2. Buyer will pay to Seller the sum of \$ \_\_\_\_\_ as the full purchase price of the Puppy.
3. Buyer will pay to Seller a non-refundable deposit of \$ \_\_\_\_\_ at the time of execution of this Agreement.
4. Buyer will pay the balance at the time Buyer picks up the Puppy. Buyer will pick up the Puppy and pay the balance within 24 hours of being notified by Seller that the Puppy is ready to be picked up.

The Puppy will be sold with a limited AKC registration. Seller may choose at a later date to grant a full registration, however that decision rests solely with the Seller. This animal is not to be used for breeding purposes. If Buyer does breed the above-mentioned dog without the Sellers express permission, Buyer will be responsible for compensation to Seller in the amount of \$1,000.00 (One Thousand Dollars) per Puppy whelped. The Puppy is sold to Buyer and Buyer purchases and accepts the Puppy in "as is" condition and Seller

makes no guarantee of warranties, express or implied, concerning the health of the Puppy except as follows:

- a. Buyer will have the Puppy examined by buyer's licensed veterinarian (Buyer's veterinarian) within 72 hours after Buyer has picked up the Puppy from Seller.
  - b. If Buyer's veterinarian determines the Puppy to have a serious illness or congenital defect, Buyer may return the Puppy to Seller for another Puppy, not a refund, provided the Puppy is in the same condition as at the time of delivery and provided the Buyer delivers to Seller a verified letter from the Buyer's veterinarian confirming the Puppy has a serious illness or congenital defect which existed in the Puppy at the time it was removed from the Seller's premises. If, for any reason, Seller is unable to provide another puppy within 24 months, Buyer will be entitled to a refund. This is subject to confirmation by the Seller's veterinarian. The Seller does not guarantee against possible infection of Puppy by common parasites or protozoa (e.g. giardia lamblia, toxocara canis, toxocara leonine, ascaris caninum, coccidia isospora).
  - c. Seller guarantees that for a period of one (1) year from the date of birth of the Puppy, the Puppy will not have or develop hereditary heart failure, hip dysplasia and/or cataracts (hereafter referred to as "conditions"). This guarantee is non-transferable. If the Buyer's veterinarian determines the Puppy to have any of said conditions, the Buyer must have the condition confirmed by the Orthopedic Foundation for Animals (OFA). Seller will provide a new puppy for Buyer, not a refund, provided Buyer delivers to Seller a verified letter from Buyer's veterinarian confirming that the puppy has one or more such conditions, and all test results from OFA must also be submitted. If, for any reason, Seller is unable to provide another puppy within 24 months, Buyer will be entitled to a refund. The Seller furthermore reserves the right to have the pup examined by a veterinarian of their choice to confirm the diagnosis. If the Seller does not have a selection of puppies at the time of any such claim, Buyer will be given the opportunity to select a puppy from the Seller's next litter. Any surgical or medical procedures for the Puppy will be done at the Seller's discretion.
  - d. The Buyer agrees to enroll in a professional obedience training class with their puppy. Either in a group setting, or individual on-on-one training with a Certified Trainer. The Seller does not guarantee the Puppy against behavioral problems.
5. If for any reason, the Buyer cannot keep the Puppy, the Seller reserves the right of refusal. If you, for any reason, cannot keep your Puppy/dog, please contact us first before placing the Puppy in another home or animal shelter.
  6. The Puppy shall be given adequate shade and housing and shall be properly and sufficiently fed. The Puppy shall not be neglected or mistreated in any way.
  7. Reasonable precautions shall be taken by the Buyer to prevent acquiring any hereditary faults.
  8. No treadmilling, jogging, standing on back legs or excessive ball chasing or retrieving should be done with this Puppy/dog prior to two years old. No hard exercise, rough playing, or extensive running with adults, children or other animals should be allowed. Restrict the Puppy's exercise to sensible activities (brief short walks) and discourage jumping activities. Owner understands that extended and exhaustive playing with older dogs or forced exercise can actually cause joint and bone problems because of soft tissue development, until the age of two years.
  9. Seller warrants that s/he is the lawful owner of the Puppy, that the Puppy is free from all encumbrances and that she has the right to sell the Puppy. Seller will defend the title to the Puppy from all lawful claims and demands.
  10. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
  - b. The insolvency or bankruptcy of either party.
  - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
  - d. The failure to make available or deliver the Goods in the time and manner provided for in this Contract
11. REMEDIES ON DEFAULT. If a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. Buyer's remedies are limited to a new puppy, or, if a new puppy is not available within 24 months, a refund. Seller's remedies are limited to cancellation of the contract and/or the return of the puppy. No other remedies are available to seller or buyer due to the breach of this contract, including but not limited to emotional distress.
12. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever as such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
13. ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials and informant in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.
14. CONFIDENTIALITY. Both parties acknowledge that during the course of this Contract, each may obtain

confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Contract as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed on Page 1 or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.
16. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.
17. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.
18. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
19. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
20. APPLICABLE LAW. This Contract shall be governed by and construed according to the laws of the State of California without reference to its conflicts of law principles. In the unlikely event that litigation is necessary, both parties agree that all litigation will be held in \_\_\_\_\_ County, California.

21. SIGNATURES.

**BUYER(S)**

Buyer's Name (Printed):	
Buyer's Title (if applicable):	
Buyer's Company Name (if applicable):	
Buyer's Signature:	
Date Signed:	

Buyer's Name (Printed):	
Buyer's Title (if applicable):	
Buyer's Company Name (if applicable):	
Buyer's Signature:	
Date Signed:	

**SELLER(S)**

Seller's Name (Printed):	
Seller's Title (if applicable)	
Seller's Company Name (if applicable)	
Seller's Signature:	
Date Signed:	

Seller's Name (Printed):	
Seller's Title (if applicable)	
Seller's Company Name (if applicable)	
Seller's Signature:	
Date Signed:	

SAMPLE