

Cedar Swamp Retrievers 624 Joye Rd Lamar, SC 29069 843-326-1309 843-326-1329 fax

## cedarswampkennel@aol.com

(Please neatly print or type your name(s) hereinafter called Buyer(s) herby enter into this agreement. Address, email, & Phone Numbers:

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Email:			
Phone #'s:	evening _		
On the day of		2016	
Donalda Laborada o Datolara o			
Breed: Labrador Retriever Preferred: Male( ) Female( )	Yellow ()	Black ()	Chocolate ()
Planned litter preference			*
Registration: Limited ( <u>X</u> ) Full ( <u>)</u> Owner Pickup() Air()	Ground(	) Meeti	ing( )

## Deposits and payments: Shipping fees not included in puppy price

This form indicates that the buyer has the intent of purchasing a puppy from a future breeding with the understanding that breeding times are static due to natural causes and breedings not 'taking". It is also understood that we try to keep our website updated with planned breedings, but that sire choices are subject to change due to availability, especially when we are using outside studs. We do not have a 'steady supply" of puppies, no can we "manufacture" based on what is requested, we are at the mercy of nature when it comes to availability, but will do our best to fill the waiting list based on the order in which deposits are received. The following pages are the guidelines of our contract for purchasing a puppy, minor changes may be made, but if they are, the buyer will always be provided the new contract for discussion and approval before the balance of the deposit is due. The breeder reserves the right to retain puppy or puppies from any litter for themselves, Hunt Test/Field Trial and other working homes will take preference as well. We reserve the right not to sell a puppy for any reason, at that point, your deposit will be returned to you. Buyers of pet only MUST visit the puppies in person or send a representative if they wish to ship. We will not ship pet puppies sight unseen.

\$100 deposit is accepted to hold a pick placement on any PLANNED breeding and are NON-REFUNDABLE, but may be applied to another litter. Balance of deposit due upon confirmation of pregnancy. In the event that the color/sex puppy you have put a deposit on is not produced:

- · In order of deposits received and pick placements, buyer(s) will be given the opportunity to select a different color or sex.
- · Buyer(s) may elect to have their deposit, less the good faith deposit, returned to them or wait until the next litter of equal pedigree is born.
- For some litters DNA test to determine EIC status will be done prior to 7 weeksof age. NO REFUNDS based on EIC carrier status; No EXCEPTIONS. Yourpuppy is guaranteed to not be affected by EIC. Carriers of EIC are NOT affected.

Buyer(s	) plea	se initia	al that	t you	have	read	page	1 in c	detai	l

Please answer the following, there are no right or wrong answers, they are to help us guide you in the right direction for your puppy and to provoke thoughts on the day to day life with a dog.
What are your plans with your puppy?  () Hunt Tests/Field Trials () Obedience/Agility () Search and Rescue  () Detection work () Hunting () Service Dog  () Pet Only () Other, please describe below:
What are your long-term goals with your puppy? If pet only, are you agreeable to taking an obedience class? Do you plan to train the dog yourself or use a trainer? Please give brief past experience, if planning on using a trainer, please name below
What are your reasons for the choice of litter if you have picked a specific litter? Are you looking at performance, pedigree, the body styles of the dog, size of the parents, etc?
Residence and Yard () Own () Rent (signed statement of permission from landlord required) Yard () Fenced () Unfenced if unfenced, please describe plans for airing and exercise:
Do you have a swimming pool? If yes, is it fenced separately from the yard accessible to the dog?
Where will your dog live? () Inside Please describe  () Outside () Combination inside/outside
Family Who will be the primary caretaker of the dog?
Who are the other members of your family that live with you? Please list ages.

Is everyone in the family agreeable to getting a new dog?
What types of activities do you and your family enjoy, especially those that the puppy will be participating with you?
If all adults work outside of the home, what plans do you have for the puppy while you are at work? Puppies
If all adults work outside of the home, what plans do you have for the puppy while you are at work? Puppies are unable to "hold it" for 8-10 hours until later in life.
Do you have plans if you have an emergency trip or if you are going on vacation?
Does anyone in the family have allergies to dogs or a fear of dogs? If so, are you prepared to handle it properly, please explain?
Past Dog Experience Please give brief description of current and past animals, including what happened to them
Have you titled any current/past dogs in any venue? Please list if yes:
What type of food do you intend to feed the puppy/dog?
Do you already have an established relationship with a vet in your area? If not, do you need any referrals?

Do you have plans to possibly breed the dog in the future? Have you bred dogs in the past? If yes, did you have the recommended clearances done? If yes, please list the registered names sire/dam of litters you have previously produced:
Unless we have discussed that you will be given full registration, do you understand that your puppy is being sold with limited registration, no litters may be registered from this dog without us revoking limited registration and changing it to full. We will do this in MOST instances after the dog has had clearances done and passed OFA hips, elbows, eyes, cardiac and dilute clear. Carrier status of any genetic disease other than dilute is does not disqualify the dog as potential breeding quality, but other aspects of structure or temperament may factor into our decision. Please see the details in the latter pages for more information. We DO NOT CONDONE DILUTES NOR CROSS-BREEDING, NOR WILL WE RELEASE REGISTRATION FOR BREEDERS OF SUCH. Please note any questions or concerns here after reading policy.
General Questions  Do you agree to first right of refusal and return to the breeder, this does not imply that you will receive monetary reimbursement (see following pages), we do not want puppies we produce to go to any shelter nor to homes that will not take care of them properly.
Do you agree to give updates on the growth, development, general health of the dog through its life? This helps us to identify any recessive problems that may be present in the lines that are not able to be tested for genetically and therefore helps us to make a better educated decision to produce the healthiest dogs possible in the future.
If you send us pictures, we will not share them on our website or Facebook page without your expressed consent. Do you give us consent to use pictures you send on our internet page? You may also give us permission at the time of sending them if you prefer. Please state your preference.
What influenced your decision to purchase a Labrador Retriever?
Are you familiar with Labrador tendencies and quirks? Do you understand that Labradors are a working breed and as such, they need ample exercise and training?

Do you understand that a Labrador should not be allowed to become overweight nor overweight for the long-term health of the dog and the growth and health of the skeletal system and joints?
Do you agree to keep the puppy intact for a minimum of 18 months, preferably 24 months, to allow for proper skeletal growth and development? Proper training, not spay/neuter is required for proper behavior. Our females generally don't cycle until 15-18 months, proper containment for 3-4 weeks will prevent pregnancy.
Additional Questions or Concerns  If you have any other questions or concerns after reading the contract on the following pages, please feel free
to ask. We will gladly answer any questions.

I guarantee your puppy to be free of any infectious disease or infestation of parasites on the day you receive him/her. Buyer is the solely responsible party for the puppy upon leaving Seller's facilities. Seller assumes no financial responsibility or liability, of any kind, including but not limited to veterinary exams, vaccinations, treatments, diagnosis or other expenses once the puppy leaves the Seller's possession. Any findings of unfavorable health conditions in the puppy must be listed in the veterinary report done within 72 hours or (first business day thereafter if received over a holiday weekend) of pickup/delivery of puppy and provided to Cedar Swamp Retrievers immediately. If the health condition cannot be treated, the buyer is entitled to a full refund of their purchase price. Under these circumstances the buyer must return the puppy to the seller within 1 week (7days)of the examination date. All expenses associated with returning the puppy will be the buyer's responsibility. If you choose not to have the puppy examined it is assumed that you are happy with your puppy's current state of health.

I further guarantee your puppy against the incidence of detached retina (caused by PRA as determined by a canine ophthalmologist, confirmed by DNA), or hip dysplasia (as determined by an Orthopedic Foundation for Animals evaluation) for two years. Should your puppy be declared to have either of these conditions, confirmation and proof of spay/neuter is required to get a replacement puppy of equal value should you decide to keep original puppy. Buyer is responsible for the difference in price should the replacement puppy be valued higher than the original puppy. I also guarantee your puppy to **not be affected** by either CNM (Centronuclear Myopathy) or EIC(Exercise Induced Collapse). We breed to limit or eliminate these two traits from the gene pool and will not breed two carriers. In some instances your puppy may be a "Carrier" of either or both CNM and or EIC. In the event you receive a puppy that we have tested for either of the two, you will be aware of the puppy's status before you leave our premises. If we do not test the litter, you will know the status of both parents. Carrier status does not affect working ability or any other physical aspect of the puppy's life. If you decide to breed a carrier we advise that you breed responsibly by breeding only to tested clear dogs to avoid possibly producing affected puppies. NO REFUNDS BASED ON CARRIER STATUS.

The puppy will have dewclaws removed, have been dewormed multiple times, and will have the first "puppy shot" and if older than eight weeks the puppy will have up to date shots and dewormings for his or her age. We cannot be held responsible for any scar tissue or "nail tips" that may result from the dew claw removal. You will be provided with your puppy's American Kennel Club registration form, his/her health record, and at least one-day supply of the food your puppy is accustomed to. You will be given other literature if you request it and it is available (feeding instructions, training instructions, etc.). We request that you use Cedar Swamp in the naming of your puppy, but do not require it as part of this guarantee.

- The dog's eyes must be evaluated by a Board Certified Canine Ophthalmologist and submitted to OFA
  The eyes should be evaluated by the time the dog reaches 1 year of age for the first time. OFA shall be
  the sole judge of congenital, hereditary eye defects, and confirmed by DNA when available. The eyes
  must be approved/rejected by OFA.
- 2. The dog's hips must be X-rayed by a competent veterinarian and certified by OFA between the ages of 24months and 26 months. We may request a second opinion if our vet deems necessary. All additional x-rays and OFA fees will be paid at the buyer's expense. If your vet does not do digital X-rays, please request x-rays to be returned after evaluation in case there is an issue for review by our vet OFA will be the sole judge regarding hip and elbow dysplasia. The hips and elbows must be rejected by OFA.
- 3. The dog must not be used for breeding until X-rayed and eye examinations and approved by OFA. If dog has been bred, sired, or whelped a litter, the guarantee is void. All OFA evaluations must include the dog's microchip number. It is advised not to have the x-rays for the OFA performed four weeks before or after a heat cycle due to possible inaccuracies in the findings as advised by The OFA.
- 4. Cedar Swamp Retrievers must receive a copy of an OFA evaluation including the dog's microchip number within 2 weeks of a rejection.
- 5. All guarantees are null and void if the dog is spayed or neutered prior to 18 months of age or before the first heat cycle of a female. Our females generally cycle the first time around 12-15 months of age.
- 6. All guarantees apply to the original buyer/owner only, any claims against this contract must be made in Darlington County, SC
- 7. The dog must be in good health, free of neglect and abuse, and in the buyers care or all guarantees are null and void.

If you are returning a puppy/dog under conditions of the guarantee, replacement will be with a puppy of equal value if the dog is returned to us along with the registration papers. If buyer wants puppy of greater value, buyer must pay the difference in price. If you choose to keep your puppy, you will receive credit of half the purchase price of the puppy credited to another puppy after proof of spay/neuter.

We guarantee that we will be available at no charge for consultation; at any time you need us for your dog's life. We will always take back a puppy/dog that you no longer want/can care for, no questions asked, allregistrations papers must be returned with the puppy/dog.. This policy does not promise nor imply a return of your payment. By signing this contract buyer(s) agree to give breeders the right of first refusal if ever you wish to sell or re-home this puppy and must be done in written form via e-mail or mail and must have a response from us. Financial compensation for the return of this dog (for any other reason than veterinarian proven genetic health conditions) will be decided on a per-case basis pending the physical condition (which may include a vet exam) and training of the dog. Boarding/training fees at our normal puppy buyer rates may be deducted from resell price for dogs placed with us for resale up to the amount requested by the owner. If the boarding/training fees meet/exceed the amount requested by the owner, the puppy is relinquished in full. We will not take a dog to the pound nor have it euthanized for lack of placement. Under no circumstances are you to turn the dog into a shelter. If the dog is transferred (including relinquishing at a shelter) without our written consent of first right of refusal, punitive damages of \$5000 plus legal fees apply.

Puppies purchased on limited registration, limited registration will be revoked (changed to full registration) after the dog has reached 2 years of age and all clearances are done and have a title earned through the American Kennel Club, extenuating circumstances such as documented injury will be considered on case by case basis. This includes passing OFA (minimum hips and elbows), normal CERF/OFA Eyes, tested for CNM, and other DNA testing that may be developed in the. Dogs that receive an OFA rating of dysplastic should not be used for breeding and therefore limited registration will not be revoked in these instances. Carrier status of DNA testing will not disqualify the dog to receive full registration. AKC has authority to revoke limited registration after said conditions are met by puppy buyer in the event we are unable to do so i.e. death etc...

THIS DOES NOT SUGGEST NOR IMPLY THAT THIS PUPPY IS GUARANTEED TO BE SUITIBLE FOR BREEDING AS THERE ARE MANY FACTORS THAT ARE BEYOND HUMAN CONTROL (ie infertility). Furthermore, no puppies from this mating will be offered for sale or given to any third party such a dog broker, pet store, raffles, auctions, flea markets, pet wholesalers, backyard breeder or puppy mill or to anyone with intentions on breeding to produce non-standard colors such as Silver, Charcoal or Champagne. Nor will any dog be sold to be used to produce any "designer breeds" such as Goldadors, Goldendoodles, Labradoodles or any intention mixed breeding. Any puppy sold or placed to be used for dilute breeding will be subject to a \$5000.00 penalty plus legal fees. NO EXCEPTIONS!

This guarantee is null and void should the dog be bred before the age of two years old either on purpose or accidently or should the dog been kept either overweight or underweight and proper vet care not provided including routine shots and dewormings including heartworm prevention.

Page 4 will be filled out with full puppy information before pickup and an additional copy will be given to you to complete this contract.

Sincerely,		
Adam Ward	Alison Ward	
Buyer's Signa	ature:	Date:

## Cedar Swamp Retrievers Puppy Contract and Agreement

Sire:	AKC #	
Dam:	AKC #	
Date of Whelp:	2016	
Sex:	Color:	Markings: none
Microchip:		_
AKC Registration Number (To be	registered by the buyer)	
EIC Status:		
CNM Status:		
Deposit Amount (\$	) Date Received:	
Deposit Amount (\$	) Date Received:	
Deposit Amount (\$	) Date Received:	
Balance Paid in Full (\$	) Date Received:	
Delivery/shipping fee if any(\$	) Date Receiv	red:
Breeder(s) Signature		
Date of Delivery:		

Buyer(s) please initial that you have read page in detail.