

David and Melinda Poling  
(503) 985-1911  
(503) 805-6755

**Buyer Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Home/Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Puppy Information:** Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Color: \_\_\_\_\_ Gender: M/F

Quality: PET or BREEDER

Sire: ARGOS-SILVER PLATTER CHOCOLATE LABS

Sire AKC: SS06612009

Dam: DENALI-SILVER PLATTER CHOCOLATE LABS

Dam AKC: SS05053606

Purchase Price: \$\_\_\_\_\_ Shipping Fee: \$ N/A \*\*Cash is the ONLY form of payment accepted for final payment\*\*

**The conditions of this sale are as followed:** David and Melinda Poling and Silver Platter Chocolate Labs, Hereinafter referred to as "Seller" and "SPCL".

This puppy sales contract entered into on \_\_\_\_\_, 20\_\_ between Melinda Poling, (Seller) and \_\_\_\_\_, (buyer).

### **Seller Obligations:**

1. The Seller guarantees this puppy to be of sound health upon arrival/go home date. SPCL also provides a 72 hr limited guarantee that the puppy is in good health at the time of purchase. It is required that a new puppy be kept in quarantine during this period. In order to validate the guarantee, the puppy MUST be taken to a licensed veterinarian within 72 hours of the date of purchase. (BUYER'S EXPENSE) Failure to have the puppy checked by a licensed veterinarian will void any guarantee. If the licensed veterinarian finds this puppy to have a life-threatening illness, buyer must notify the Seller immediately with a letter/fax from the examining veterinarian providing an explanation of his/her findings on above puppy and the puppy may be returned to the Seller within 5 days for an exchange for another puppy. If no replacement is available at the time of return, Seller will have up to 1 year to furnish a comparable puppy. Seller will not honor any health guarantees if puppy dies of a virus from contact with another animal not bred by Seller. The puppy can not be returned for COMPENSATION after the guaranteed period has expired or if puppy has been exposed to other canines within the 72 hour guarantee period.
2. This puppy is guaranteed against any Congenital and Genetic defects (including Hip and Elbow dysplasia) for 2 years contingent on your puppy remaining on Life's Abundance dog food and NewVet agility supplements. Should it die within the guaranteed time period as the result of a Congenital or Genetic defect, the puppy will be replaced if an appropriate necropsy (BUYERS EXPENSE) is performed and a vet's certificate is provided as proof of cause of death. Seller will replace puppy of comparable quality and value as discretion of the seller. This guarantee applies to the original owner only and is non transferable to a second party.
3. The Seller will have completed all the age appropriate vaccinations & de-wormings by the time of purchase. Seller does not warrant against any adverse reactions to future vaccinations.
4. The Seller will continue to provide bathing, ear & eye care, clean housing and affection on above puppy belonging to SPCL until the day of leaving.

5. Seller will provide all puppy buyers of SPCL: Health guarantee/contract, vaccine record, toy, registration slips from AKC and baby pictures (e-mailed) for you to enjoy of your new SPCL puppy.

6. The seller is not responsible for any veterinarian bills incurred after leaving SPCL. The seller assumes no responsibility for this puppy after the delivery/pick-up date for any medical expense, human allergies, training difficulties or behavior problems, but will be here for advice and support for the life of your canine. If being shipped, once the puppy is delivered to the airline the buyer assumes all responsibility for the puppy. The seller is not responsible for any puppy that gets lost or stolen after acceptance by the airline carrier or any additional shipping fees added on if the puppy is delayed in shipping by airline carrier. It is the responsibility of the buyer to file a claim with the airline carrier if the puppy is lost, stolen, damaged, delayed or results in the mortality of the puppy. This is why I prefer new puppy parents come pick up their puppy in person whenever possible.

7. If the puppy is sold as a show/breeder (additional Breeder contract applies) an additional contract is attached. I do not guarantee that a puppy that is sold as a breeder will produce any litters at any time during the dog's lifetime. I do not guarantee that a puppy that is sold as a breeder will have the same quality as their parents or any other dog in their pedigree. I do not guarantee a show dog's performance in the ring, how they will develop as they grow or even if they will tolerate the show ring. Although some dogs are show quality not all dogs enjoy that environment.

8. Seller does not guarantee the intensity of color said puppy may develop with age. It is understood that degrees of color in Labradors vary from dog to dog. It is understood that hormones, climate, and genetics play an important role in color intensity and that even though a Labrador puppy may be a specific shade/color when sold, it is possible that said puppy could darken or lighten after being spayed/neutered, from season to season or as it grows older.

## **Buyer Obligations:**

1. The puppy will carry the SPCL PREFIX in his/her registered name.

2. The price of the above puppy is our current price but we ask that you do not quote others on a specific price as certain contingencies may affect price in the future and SPCL is not responsible for offering any "quoted price" to friends, family, etc.

3. Buyer accepts the responsibility of caring both physically & emotionally for above puppy into adulthood. Buyer agrees to provide a warm, pleasant and clean environment, uncaged unless for short periods, proper nutrition, health care, companionship, space for exercise, dog friendly toys and chewies. Buyer will keep puppy on a leash at all times that it would be unsafe otherwise. This puppy/dog is not allowed to free roam outdoors unattended.

4. Buyer understands that if puppy/dog is de-barked it will render the guarantee \*VOID\*. Buyer understands that de-barking is likely to alter the dog's temperament and general well-being. Buyer agrees that above puppy/dog will NEVER be de-barked and that adequate training will be provided.

5. Buyer agrees that the puppy will always receive prompt, top-notch medical care from a competent, licensed veterinarian. Care shall be obtained immediately upon any signs of illness. If buyer fails to do so, the health guarantee will become void.

6. Both parents are cleared for Hip and Elbow dysplasia. Buyers understand that they are not to allow excessive jumping or running until the age of 2 years old when hip platelets have had an opportunity to grow fully. If this is not followed the health contract will be void. Buyer also understands the puppy is to be kept on Life's Abundance dog food and NewVet agility supplements in order to keep said health guarantee. Any exception of food or supplements must be cleared with Melinda Poling to be binding.

7. Buyer agrees to keep said puppy/dog for as long as it lives, unless unforeseen circumstances prevent it. UNDER NO CIRCUMSTANCES WILL THIS PUPPY/DOG BE SOLD, LEASED, GIVEN AWAY OR PLACED IN ANOTHER HOME WITHOUT THE WRITTEN CONSENT OF SELLER. UNDER NO CIRCUMSTANCES WILL THIS PUPPY/DOG BE SOLD, LEASED, GIVEN AWAY TO ANY PET STORE, ANIMAL SHELTER, RESCUE FACILITY, OR SIMILAR FACILITY, NOR SHOULD IT BE ABANDONED. IF IT BECOMES NECESSARY FOR THE PURCHASER TO GIVE UP SAID PUPPY/DOG THE BUYER WILL CONTACT SPCL, WHO HAS THE FIRST OPTION TO TAKE THE PUPPY/DOG BACK AT NO CHARGE. If Seller chooses not to reclaim this dog, it is the responsibility of the Buyer to place the dog in an EXCELLENT home that is mutually agreed upon with the Seller, under the same conditions as stated in this contract. Seller will help the Buyer in finding a new home if necessary. Seller must be notified of new pet home, address and phone number. Also, if Buyer has to move, the Seller must be notified of the new address and telephone number of Buyer, within thirty days (30) of initial move. Buyer shall provide Seller with the name(s), address (es), and phone number(s) of any veterinarians or other professionals who have at any time cared for and/or treated the canine that is the subject of this contract. This is required in order for Seller to do periodic general health checks on said puppy/dog to ensure the dog is being properly cared for.

8. Buyer accepts the seller will contact them, from time to time, for any updates on our puppy from SPCL and will be allowed to do so. We, the below-signed, consider this document to be a legally binding document between David and Melinda Poling, owner of Silver Platter Chocolate Labs as Seller and \_\_\_\_\_ as buyer/s. This contract is non-transferable to other parties, nor other puppies/dogs. In the event that the buyer breaks any part of this contract, the buyer must pay all fees associated enforcing this contract or repossessing the puppy/dog. Any evidence of

abuse, neglect, or any violation of this contract provides the seller with the right to repossess the puppy/dog at any time without compensation, refund, or restitution to the buyer. There are no other implied, written, or verbal agreements other than those outlined in this contract. Should any dispute regarding this contract or sale, the laws of the state of Oregon shall be controlling and any legal proceedings must take place in county of seller's choice at Buyers expense.

9. Buyer agrees to NEVER breed this dog or have this dog spayed or neutered prior to 15 months if age. Failure to do so, and/or in the event that the dog is bred, buyer agrees to pay SPCL the \$2,500 breeding rights fee within 30 days of written notice.

**Buyer and Seller agree to ALL of the above stated terms.**

Signature of Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*The above-signed consider this document to be legally binding. Changes or additions to this contract shall be initialed by ALL parties.