

# **GOLDEN BEACHES**

## Golden Beaches Terms and Conditions

As a breeder of English Cream Golden Retrievers, we provide our customers with several guarantees and items related to the health and registration of their new puppy. These include a health check by our veterinarian, records of the puppy's health history, a 2-year guarantee against genetic moderate or severe hip dysplasia and retinal eye disease, appropriate shots and worming treatments, a limited AKC registration application, and a puppy packet and folder. These guarantees and items are intended to ensure the health and well-being of our puppies and provide peace of mind to our customers.

### **Holding Agreement**

### 1. Deposit & Holding

- a. To reserve a puppy, the Buyer shall pay a refundable deposit of \$500 to Golden Beaches.
- b. The deposit will be applied towards the purchase price of

the puppy when the Buyer assumes physical possession of the assigned dog.

- c. The deposit is refundable until the point of final purchase when puppy ownership is transferred to the Buyer.
- d. In the event that the Buyer cancels the purchase before puppy ownership is transferred, Golden Beaches may retain the deposit as liquidated damages.
- e. If Golden Beaches is unable to provide the Buyer with a puppy due to illness or injury of the puppy, or for any other reason, the deposit will be refunded to the Buyer in full.
- f. Golden Beaches guarantees that the puppy will not be sold to any party other than the Buyer if the Buyer adheres to the picking up guidelines as set forth by Golden Beaches.

### 2. Puppy Selection

- a. Golden Beaches does not guarantee an equal distribution of males or females in a litter or the number of puppies a dame will produce.
- b. If the Buyer indicated an interest in both male and female on the application, the Buyer must decide on a single biological sex preference

Golden Beaches Poulsbo, WA 98370 USA (206)-717-4975 when the breeder contacts them about puppy availability.

### 3. Payment and Release

- a. The remainder of the purchase price must be paid in full before the puppies are released to their new home.
- Puppies may be shipped or picked up at Golden Beaches at 8 weeks of age only after full payment has been received.
- c. Payment can be made by check (personal or cashier), money order, PayPal Invoice, Stripe Invoice, Venmo, or credit card (via online payment processor) subject to additional fees charged by the payment processor.

### **Health Guarantee**

### 1. Health of the Puppy

- a. The seller guarantees the good health of the puppy at the time of sale, to the best of their knowledge.'
- b. The buyer has 72 hours to have the puppy examined by a licensed veterinarian. If a health problem is found that cannot be remedied, the buyer may return the puppy to the seller, with a veterinarian's statement. A full refund of the purchase price, less shipping fees, will be provided.

### 2. Veterinary Bills

a. The seller is not responsible for any veterinary bills

incurred after the puppy leaves their care.

### 3. Exclusions

- a. The health guarantee excludes health problems resulting from an injury or accident due to the buyer's negligence.
- b. The health guarantee excludes the presence of fleas, ticks, mites, or any treatable viral, bacterial, or fungal infections common in puppies.
- c. The health guarantee excludes health problems resulting from Umbilical Hernias.
- d. The health guarantee excludes health problems resulting from viral infections, such as kennel cough, Parvovirus, Distemper, Rabies, Yeast Infections, and Urinary Tract Infections.
- e. The health guarantee excludes the presence of benign physical conditions such as sebaceous cysts which may occur naturally and are generally considered to be minor health issues that are easily treatable by a veterinarian.
- f. The health guarantee excludes issues related to eye staining. Eye staining is a common and non-threatening condition observed in many breeds and is typically considered a cosmetic issue rather than a health problem.
- 4. Risks

a. The buyer acknowledges the risks that puppies may experience stress due to new environments, food, and people, which may increase the risk of contracting infections. The seller ensures that all puppies are treated and vaccinated for distemper, parvo, coccidia, giardia, and worms before they leave the kennel.

### 5. Responsibilities

a. The buyer agrees to provide the puppy with proper veterinary care and keep them up to date on vaccinations and deworming.

### 2-Year Health Guarantee for Hip Dysplasia and Retinal Eye Disease

### 1. Guarantee

a. The seller guarantees that the puppy is free from genetic moderate or severe hip dysplasia and retinal eye disease until it is 26 months of age, provided that the purchaser continues to feed the puppy with Life's Abundance dog food and Wellness Food supplements for the first 26 months of its life.

### 2. Condition

a. The purchaser must feed the puppy with Life's Abundance dog food and Wellness Food supplements for the first 26 months of its life to qualify for this health guarantee.

### 3. Qualifying Food

 a. The qualifying food includes Grain-free, Large Breed Puppy Food, and any other Life's Abundance dog food depending on the puppy's unique diet needs.

### 4. Duration

a. The health guarantee is valid for 2 years from the date of the puppy's birth.

### 5. Sole Judge

a. The Orthopedic Foundation for Animals (OFA) is the sole and only judge in determining hip dysplasia.

### 6. Confirmation

a. A CERF-certified veterinarian must confirm any hereditary eye defects.

### 7. Spay/Neuter

a. The purchaser is to spay or neuter (unless already done) the Golden Retriever and keep it as a companion.

### 8. Limited AKC Registration

a. The Limited AKC Registration Puppy Contract Details as follows will apply.

### 5-year Health & Free Replacement Puppy Guarantee

### 1. Nutrition Requirements

- a. The buyer(s) are required to provide proper nutrition, vet care, shelter, and exercise to the puppy.
- b. The puppy must be socialized properly after all immunizations given, including exposure to other people outside the family, other dogs, and strange places.
- c. Obedience classes are recommended before the pup is 1 year old.
- d. The five-year guarantee stipulates that the puppy must be fed Life's Abundance All Life Stages, Life's Abundance Wellness Food supplements, and Agility Formula for the duration.
- e. The Agility Formula must be given starting when the puppy is 6 months old.
- f. If the Golden Retriever does not reach its life expectancy of 10 years, the buyer is eligible to get a free replacement puppy of equal value.

### 2. Hereditary Defects

- a. There are no guarantees that a dog would be free of a genetic disorder from past generations.
- b. However, the breeder believes that diet and lack of vitamins

can exacerbate these conditions if found.

c. Therefore, the breeder provides the dog with quality food and supplements to reduce the chance of these potential weaknesses hindering their quality of life, should this ever occur.

### 3. Sudden Death of a Puppy

- a. In the case of the sudden death of a puppy, the breeder must receive a written notice of the puppy's death from the owner's vet, along with a necropsy report indicating the cause of death.
- b. The breeder reserves the right to acquire a DNA sample from the puppy to determine the dog or puppy as one of their lineages.

### 4. Exclusions

- a. The guarantee does not include the vet check, CERF exam, shots, worming, transportation, carrier, or other fees.
- b. The Puppy Health Guarantee is for the health of the English Cream Golden Retriever and does not cover accidental death, neglect, abuse, or injuries that the dog may sustain while being a part of the buyer's family.

### Limited AKC Registration Puppy Sales Agreement

### 1. Health Guarantee

- a. The puppy is sold as a pet and is guaranteed against genetic moderate or severe hip dysplasia and retinal eye disease until it is 26 months old if the puppy is kept on Life's Abundance dog food for the first 26 months.OFA is the only judge to determine hip dysplasia, and a CERF-certified veterinarian must confirm any hereditary eye defects.
- b. If the original buyer of the dog owns the puppy, the puppy has not sired or whelped a litter, and the puppy has not been overfed or over-exercised, then the original buyer has the right to a replacement puppy from the next available and comparable litter.
- c. To qualify for the replacement puppy, the buyer must provide a veterinary statement of diagnosis of hip dysplasia by OFA or retinal atrophy (progressive) by CERF, along with a copy of the x-rays or vision exam results before the puppy is 26 months old and a spay or neuter receipt stating the dog's name, description, and microchip number.

d. The buyer must have fed the puppy Life's Abundance dog food and Wellness Food supplements for the first 26 months.

### 2. Picking Up Your Puppy

- a. The buyer must pick up the assigned puppy between 8 and 9 weeks of age.
- b. If the puppy is not picked up by the 9th week and no prior arrangements have been made with the seller, Golden Beaches has the right to void the Puppy's Sales Contract and find another buyer.
- c. All fees must be paid in full before the puppy is released to the buyer.
- d. If prior arrangements have been made for pickup or shipping, they will be noted at the bottom of the contract.
- e. Shipping is available for an additional charge, which includes the crate and health certificate, and puppies cannot be shipped until they are at least 8 weeks old.

### 3. Boarding

- a. The seller offers a boarding program for puppies that need to stay past 8 weeks, with a cost of \$50/day for the first 7 days and \$100 a day for a further 7 days, reaching a maximum of 14 days.
- b. The seller cannot guarantee boarding services for puppies past 8 weeks and will continue to work on potty training, basic training, and socialization during the boarding period.

### First Right of Recovery

### 1. Terms:

- a. If the buyer is unable to care for or changes their mind about caring for the puppy, Golden Beaches retains the right to recover the puppy at the buyer's expense.
- b. The buyer must inform Golden Beaches of the change in circumstances and give the seller the first right to the dog before taking any other action.
- c. The buyer cannot sell the puppy to any other buyer without first offering it to Golden Beaches at a purchase price not exceeding the original price of the puppy/dog.
- d. Golden Beaches has thirty (30) days to determine if they wish to purchase back the puppy/dog.
- e. The puppy must not be sold to a pet store, broker, puppy mill, surrendered to a shelter, or sold outright to anyone.
- f. The buyer must notify the breeder immediately of any problems that arise or if they cannot care for the puppy/dog anymore.

### Shipping of Puppy

### 1. Terms

- a. Shipping is available for an additional charge which includes a crate and health certificate.
- b. Puppies cannot be shipped until they are at least 8 weeks old.
- c. The buyer is responsible for shipping fees in the amount of approximately \$500 depending on the weight of the dog.
- d. The puppy will have had the 2nd set of shots, several worming/vet health certificates, a crate/toy, and a lifetime of breeder support.
- e. The buyer is responsible for shipping charges/ground delivery in the event of a replacement pup or if there are any problems.
- f. The buyer is responsible for the expense of shipping/ground delivery in the event of returning the puppy for any reason.
- g. The puppy must have a vet check-up at the buyer's expense within 72 hours of delivery to ensure a health guarantee or can use the original health certificate that the pup had before shipping.

### **Nutrition & Food**

- Life's Abundance Wellness Food Supplements: The Seller provides Life's Abundance Wellness Food supplements to the Buyer at the time of purchase of the puppy. These supplements are to be used to eliminate free radicals and boost the immune system, creating a preventative against skin and coat problems, various forms of cancer, heart issues, arthritis, cataracts, tumors, digestive problems, allergies, and hip dysplasia.
- 2. **All Life Stages Food:** All puppies should switch from Large Breed Puppy Food to All Life Stages after 9 months of age.
- 3. **Agility Formula:** The Agility Formula must be started when the puppy is 6 months old and continued throughout its lifetime.
- 4. **Continuation of Life's Abundance Products:** The Buyer must continue using Life's Abundance dog food, Life's Abundance Wellness Food supplements, and Agility Formula throughout the puppy's lifetime to qualify for the 5-year health & free replacement puppy guarantee.
- 5. Voidance of Guarantee: Should the Buyer remove the puppy from the Life's Abundance dog food and Wellness Food supplements before the age of 26 months, the 2 Year Hip Guarantee against genetic

moderate or severe hip dysplasia, and retinal eye disease becomes void without exceptions. Should the Buyer remove the puppy from the daily supplements and food as stated in the 5-year health & free replacement puppy guarantee, the 5-year health & free replacement puppy guarantee becomes void without exceptions.

- 6. Food Source: The Seller has no control over what food products, snacks, or table food the puppy will be eating, and the use of Life's Abundance products is the best supplement and food provided and trusted by top breeders.
- 7. **Contact Information:** The Buyer may order Life's Abundance dog food, Wellness Food supplements, and Agility Formula at <u>www.lifesabundance.com/dianac</u> <u>line</u> or call 1-877-387-4564 breeder rep Diana Cline #20219987.

#### 8. Puppy Exercise

a. Breeder recommends that Buyer provide age-appropriate exercise (5 min per month of age until fully grown) to the Puppy, as well as feed it with Life's Abundance Premium Health Food and Wellness Food Supplements. Breeder advises Buyer to limit high energy activities to swimming, hiking, and short bursts of fast running when fetching or playing, and to limit jumping activities for the first 6 months of the Puppy's age. Breeder is not responsible for any conditions or issues that may arise from Buyer overworking the Puppy's joints and hips during its developmental period.

### 9. Nutrition

- a. The puppy has been raised on Life's Abundance Premium Health Food.
- b. This holistic dog food is free from wheat, corn, soy, and by-products.
- c. Providing the puppy with this nutritious and well-balanced diet can help prevent issues such as fast growth, bone problems, and vet bills, and promote a long and healthy life for the puppy.

### 10. Supplements

- a. The puppy has been given Life's Abundance Wellness Food Supplements.
- b. These supplements are specially formulated to support the puppy's immune system and overall health and well-being.

### 11. Health Guarantee

- a. If the buyer continues to provide the puppy with Life's Abundance dog food and Wellness Food supplements for the first 26 months of the puppy's life, they qualify for a 2-year health guarantee.
- b. This guarantee is our commitment to providing the buyer with a healthy and happy puppy.

### a. We hope that this information brings peace of mind to the

12. Conclusion

brings peace of mind to the buyer as they welcome their new furry friend into their home.

### **Buyer Agreement**

#### 1. Products and Recommendations

- a. Buyer acknowledges and affirms that Breeder has recommended, for the benefit of the puppy, Life's Abundance Dog Food and Supplements.
- b. The use of these products is merely a recommendation of the Breeder, not a guarantee of their effectiveness or efficiency.

### 2. Shipping Costs

a. All shipping costs related to any dog being purchased, as well as concerning any dog being replaced for any reason, are the responsibility of the Buyer.

### 3. Responsibility

a. The Breeder shall not be responsible for the death or injury of said puppy/dog due to negligence or carelessness of the Buyer, any airline, live animal carrier, its agents, or employees.

### 4. Breeding Rights

- a. The Breeder has the right to, at any time, decide to stop breeding English Cream Golden Retrievers.
- b. In this case, no replacement puppies shall be given, and this contract is null and void.

### 5. Prohibited Actions

a. The Buyer also certifies, by signing this agreement, that he/she is not acting as an agent in this purchase. b. The Buyer will not resell this puppy to a puppy mill, commercial breeder, pet store, or medical research facility.

### 6. Rescue Rights

- a. The Breeder has the right to rescue this puppy/dog if we find that it is being mistreated, neglected, or abused, and the Buyer does not voluntarily return it.
- b. Any mistreatment, neglect, or abuse of the animal automatically voids all guarantees given by us.

### **Terms and Conditions**

- 1. **Registered Name:** Buyer agrees to use the name "Golden Beaches" as the prefix in the registered name of the dog.
- 2. Vaccinations and Worming: Buyer agrees to maintain up-to-date vaccinations and worming for the dog.
- 3. **Health Guarantee:** The Puppy is guaranteed to be in good health and free from any contagious diseases or defects at the time of sale. The Buyer is strongly advised to have the Puppy examined by a licensed veterinarian within 72 hours of receipt of the Puppy to confirm its good health. In the event that the Puppy is found to be in ill health or defective, the Buyer may return the Puppy to the Seller for a full refund of the purchase price or exchange the Puppy for another of equal value.
- 4. **Humane Treatment:** The Buyer agrees to provide the Puppy with humane conditions and proper

care, including but not limited to, adequate food, water, shelter, exercise, and socialization.

- 5. **Breach of Contract:** Failure to follow the terms of this contract completely will result in a breach of contract, and this contract will become null and void.
- 6. **Non-Transferable:** This contract applies only to the original purchaser and is not transferable.
- 7. **Deposit:** When a deposit is received by Golden Beaches, the Purchaser automatically agrees to the terms of this contract, even if both the Breeder and the Purchaser have not yet signed the contract.
- 8. **Right to Rescue:** The Breeder has the right to rescue the dog if it is being mistreated, neglected, or abused, and the Buyer does not voluntarily return it. Any mistreatment, neglect, or abuse of the dog automatically voids all guarantees given by the Breeder.
- 9. **Death or Injury:** The Breeder shall not be responsible for the death or injury of the dog due to negligence or carelessness of the Buyer, any airline, live animal carrier, its agents, or employees.
- 10. **Guarantee:** The Breeder makes no guarantees regarding the loss of the dog due to accidental death, theft, sickness due to lack of vaccinations, etc., or any other loss beyond the Breeder control except as stated in this contract.
- 11. **Discontinuation of Breeding:** The Breeder has the right to, at any time, decide to stop breeding English Cream Golden Retrievers. In this case, no replacement puppies shall be given, and this contract is null and void.

- 12. **Entire Agreement:** This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Contract may not be amended or modified except in writing signed by both parties.
- 13. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the United States, and any dispute arising out of this agreement shall be resolved in accordance with the laws of the state where the dispute arises.