



Silvermist Labrador Retrievers  
 3995 Co Rd 2740  
 Willow Springs, MO 65793  
 417.252.4290  
 SilvermistLabs.com

## Sales and Health Agreement

On (date) an AKC Labrador Retriever puppy has been sold to the following individual(s), herein after referred to as the Buyer:

Name of Buyer:  
 Address:  
 Phone:   Email:  
 Color:   Sex of Dog:  
 Litter No.:    Date Whelped:  
 Puppy AKC No:                                    Call Name:  
 Sire/AKC No.:  
 Dam/AKC No.:  
 Registration Type: (Choose Full or Limited)

Silvermist Labrador Retrievers, herein after referred to as the Seller, guarantees that this puppy is registered with the AKC and has provided official AKC registration documents. The Buyer has also been provided a shot record, worming record, and instructions regarding feeding and care. The Buyer acknowledges the receipt of all of the above. The Buyer is responsible, from the date of delivery, for all future records, certificates and other documentations with the American Kennel Club (AKC) as required by the AKC.

Seller guarantees the above-referenced puppy to be in the best of health to our knowledge. A licensed veterinarian has examined the puppy, including: heart and lungs; coat and skin condition; knee and hip joints; eyes, ears and mouth; and general appearance of the puppy. If the puppy is 8 weeks or older, a Certificate of Health will be issued by the vet and buyer acknowledges receipt of same if applicable.

Seller takes all reasonable steps with each puppy to control parasites. However, due to the nature of parasites and their incubation period, Seller hereby makes no warranty that the puppy will be parasite free.

\_\_\_\_\_ Buyer initials

Seller guarantees said puppy to be free of life-threatening genetic diseases for the first year of life; said guarantee is as listed below. In order for the provisions of this guarantee to be valid and remain in full force, the Buyer must take the puppy to a licensed veterinarian (of Buyer’s choice) for an initial exam within three (3) business days (excluding holidays) of the date of pick-up or delivery of the dog. Failure to have the puppy examined three (3) business days (excluding holidays) voids any and all health guarantees. The Buyer understands and agrees that he or she will remain solely responsible for any costs, including but not limited to, veterinary exams and returning the puppy to the Seller. After three (3) business days from date of purchase the Buyer assumes full responsibility for the puppy’s health and development.

\_\_\_\_\_ Buyer initials

Should the puppy die of a genetic defect within one year or develop a debilitating genetic defect that would prohibit the puppy from leading a normal pet life, Seller will replace the puppy. Please note that this health guarantee is for a replacement pup only, and applies only to life-threatening genetic diseases diagnosed within one year of the date of birth, per the requirements herein. No cash refunds will be given under any circumstances. The replacement is limited to a puppy of the same color and gender from the next available litter. Written notification



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submitted directly to Seller is required. Seller reserves the right to have the puppy returned for examination by our own veterinarian. This guarantee only covers the replacement of Buyer's puppy, and Seller is not responsible for vet bills, costs of food, costs for housing the dog, or other costs of any kind. Likewise, Seller is not responsible for any damages or injuries caused by the dog to any property of Buyer or anyone else or to Buyer or any other person and Buyer agrees to hold Seller Safe and harmless therefrom any such injury or damage as Buyer agrees to indemnify Seller from any costs and/or damages brought against Seller for same.

Seller does not require that the puppy be returned to Silvermist. The puppy is a part of your family and it is Seller's hope that Buyer will continue to love and care for the puppy despite his or her limitations. If Buyer declines a replacement puppy, Seller will be under no further obligation, and it will be recognized that Buyer has released Seller from any and all further claims, voiding this Agreement.

\_\_\_\_\_ Buyer initials

Conditions and disorders that are NOT covered include, but are not limited to, the following:

- Allergies or skin problems
- Parvo and other viral illnesses after 48 hours from pickup
- Injuries or anything caused by the neglect or abuse of the Buyer
- Intestinal parasites such as, but not limited to, Coccidia or Giardia
- Breeding potential/Fertility or Show potential

Parasites are found worldwide, so Seller cannot guarantee puppy to be 100% free of parasites. However, Seller maintains strict deworming protocols and makes every effort to ensure the puppy is parasite-free. The stress of shipping and/or transitioning to a new home with a new environment, new water source, and new feeding routine can cause bacterial overgrowth and diarrhea. Diarrhea with or without a small amount of blood is the most common side effect of this transition. Most cases resolve on their own without intervention. However, some cases need veterinary attention to settle the intestine and create a proper balance of intestinal flora. We do not guarantee against diarrhea during this transition.

\_\_\_\_\_ Buyer initials

The guarantee only applies to the original Buyer, named on Page 1 of this Agreement. Buyer understands and agrees that the puppy must be under the regular care of a licensed veterinarian. Buyer agrees to provide necessary vaccinations and adequate health care, including proper tooth care, for the life of this puppy. Yearly checkups and booster vaccinations are required and should be kept up-to-date on the health record provided to Buyer at the time of purchase. Failure to complete all necessary puppyhood vaccinations, deworming, and heartworm preventive medication as directed by a licensed veterinarian will render this Agreement void.

Buyer is also responsible for any and all necessary training, behavioral or otherwise. Seller does not guarantee the eventual personality development of the puppy due to the influence of environment and training techniques, or lack thereof.

\_\_\_\_\_ Buyer initials

Buyer understands and agrees that under NO circumstances will the above-referenced puppy be sold, given away, traded, leased, or donated to any pet shop, humane society, research laboratory, or similar facility. This Agreement is void if puppy is sold to another party or given away.



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If, for any reason, the Buyer is unable to keep this puppy, the Seller shall be given first right of refusal. If Seller accepts this puppy back, at the sole expense of the Buyer, the puppy shall be returned to Seller's possession and control, and Buyer shall execute all necessary documents to transfer ownership back to Seller, free of charge to Seller. If Seller is unable to take said dog, and Buyer has found an appropriate new home, Buyer will provide to Seller all pertinent information as to the placement of said dog, including name and contact information of new Buyer. Under no circumstances will Seller be obligated to Buyer for cash refund, including but not limited to, veterinary costs, shipping, and original purchase price of said dog.

\_\_\_\_\_ Buyer initials

Due to the varying kinds of food and different environmental conditions the puppies come in contact with, and the fact that all puppies have immune systems that take time to mature, Buyer recommends continuing NuVet Plus immune system builder as directed by the manufacturer. Health Guarantee will be extended for an additional 12 months, for a total of 24 months, if Buyer continues to use NuVet Plus daily, placing orders through Silvermist. We highly recommend you continue to give your pet NuVet Plus beyond the guarantee period to promote optimal health for a lifetime.

Puppies sold with Limited AKC Registration are sold with a spay/neuter agreement. If this puppy is sold with Full Registration, the Buyer understands and agrees that the female will not be bred until her second heat cycle. If female is bred before that, health guarantee is rendered null and void. Type of registration is noted on Page 1 of this Agreement.

\_\_\_\_\_ Buyer initials

Buyer understands that the eventual personality and/or behavioral traits of the dog purchased under this Agreement cannot be guaranteed. As such, and knowing that any disparaging remarks against Silvermist Labrador Retrievers, its owners, its operators, or its employees will result in irreparable harm to Silvermist Labrador Retrievers and its business, Buyer agrees to refrain from making any disparaging remarks or comments, whether publicly or privately made, concerning Silvermist Labrador Retrievers, its owners, its operators, or its employees, or the dogs bred by, or purchased from, Silvermist Labrador Retrievers. Buyer agrees to pay liquidated damages of Five Thousand Dollars (\$5,000.00) for each and every single disparaging remark made.

\_\_\_\_\_ Buyer initials

Buyer understands and agrees that any and all legal action, which may arise under any provision of this Agreement, will be brought in the State, County, and City of Seller's residence. Buyer will be responsible for all legal fees involved due to breach of contract.

Buyer certifies that he or she has read this Sales and Health Agreement in its entirety and understands his or her responsibilities.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Date