

Mill Pond Retrievers
P.O. Box 337
South Thomaston, Maine 04858
207-542-1485
Maine Stone and Landscape
State Breeding Kennel License Number

Sales contract for a Labrador Retriever from Mill Pond Retrievers

Sex: M F

Color: Black Yellow Chocolate

Date of Birth: _____

Identifying marks on animal _____

Microchip number _____ (attach label here, if microchipped)

AKC Litter Registration number: _____ papers given at time of sale Y N

Puppy Number: AKC Online Code: _____

Sold as Limited registration Y N

Vaccination History

Attached Vial Labels

Your next set of shots at the vets! A great time to include
your pup's rabies shot!!

Worming History

Panacure

Pyrantel

Other

Heart Worm

Flea and Tick

Rabies certificate given at the time of sale Y N/A

Veterinarian _____ Checked on: _____

Address _____

Phone _____

Sire: _____ Registration number: _____

Dam: _____ Registration number: _____

Date: _____

Purchaser:

Name _____

Address _____

Phone _____

Purchaser signature _____

Seller Mill Pond Retrievers
P.O. Box 337
South Thomaston, ME 04858
207-236-9708
Mainestonescape@aol.com

Mill Pond Retrievers

Date

Mill Pond Retrievers recommends that your puppy be examined by a veterinarian within 10 days of purchase. If, within those 10 days, a veterinarian states in writing that the puppy had a health problem that existed in the puppy at the time of delivery or if, within one year after receipt of the animal, a veterinarian states in writing that due to a hereditary or congenital defect the animal has died or has a condition that will shorten its life or require constant treatment during its life, the animal will be considered to have been unfit for sale at the time of sale.

If a veterinarian states in writing that the animal was unfit for sale at the time of sale or within one year of purchase a veterinarian states in writing that a hereditary or congenital defect occurred in the animal at the time of sale, Mill Pond Retrievers will offer one of three forms of reimbursement to be selected by the purchaser:

- The animal may be returned to the seller for a full refund of the purchase price of the animal
- The animal may be exchanged for an animal of the purchaser's choice of equivalent value, if a puppy is available
- The purchaser may retain the animal and the breeder will reimburse the purchaser ½ of reasonable veterinary fees not to exceed ½ of the original purchase price of the animal

If the purchaser wishes to receive a form of reimbursement the purchaser must notify the seller within 2 business days of the diagnosis by a veterinarian and provide the seller with the name and telephone number of the veterinarian and a copy of the veterinarian report on the animal. If the purchaser wishes to receive a full refund for the animal the purchaser must return the animal no later than 2 business days after receipt of a written statement from a veterinarian stating that the animal was unfit for sale due to a health problem. If an animal dies and a purchaser wishes to get a reimbursement, the purchaser must provide the seller with a written statement from a veterinarian indicating that the animal died of a health problem that existed on or before the purchaser received the animal.

If the seller wishes to contest a demand for remedy, the seller may require the purchaser to produce all veterinary records and the animal for examination of autopsy by a veterinarian designated by the seller at a veterinary clinic within 100 miles of the purchaser's residence.

I, David Eaton of Mill Pond Retrievers, guarantee that your puppy is healthy and free of disease at the time of delivery.

Note:

In addition to the guarantee outlined above in this sales contract, Mill Pond Retrievers Guarantees Hips and Eyes until the dog reaches 26 months of age.

In order to qualify for this, the buyer must:

Have the hips and elbows x-rayed before the age of 26 months and have the x-rays evaluated by the Orthopedic Foundation of Animals.

Have the eyes checked before the age of 26 months, for Progressive Retinal Atrophy, and/or Congenital Cataract(s), as certified by an ACVO Diplomate Veterinary Ophthalmologist.

If the hips, eyes, or elbows fail:

The puppy will be replaced by us with another puppy of equal value, at our discretion, or half of the of the purchase price will be refunded in lieu of a replacement puppy, provided that the dog with the problem has been spayed or neutered with written proof from the Veterinarian.

Replacement puppies will be free of all charges except shipping and health certificate.

If the value of the replacement puppy is greater than the original, then the buyer will be responsible for paying the difference before replacement. We do not guarantee breedability of any pup or dog sold.

The buyer has several responsibilities in order for the terms of this guarantee to remain in effect:

Mill Pond Retrievers must be notified within 15 days of diagnosis of Hip Dysplasia, Progressive Retinal Atrophy or Congenital Cataract, if the dog has Hip Dysplasia, Progressive Retinal Atrophy or Congenital Cataract it must be spayed/ neutered before reaching 28 months of age if it is going to be kept by the purchaser.

The dog may not have been bred prior to this claim.

Claim for replacement or refund shall be in writing, and must be accompanied by the following:

A copy of this guarantee, the original AKC Registration Certificate

Veterinary Certificate of Hip or Eye defect described above.

Veterinary certificate of spay/neuter.

This claim must be submitted to us with all of the required documents before the dog reaches 28 months of age.

A STATEMENT OF MAINE LAW GOVERNING THE SALE OF DOGS AND CATS:

The sale of dogs and cats is subject to consumer protection regulations. Maine law also provides safeguards to protect sellers and animal purchasers. Attached is a copy of the Maine Revised Statutes, Title 7, chapter 745. Contained in this law is a statement of your consumer rights and remedies. Also attached is your pet's health history and specific warranty information.

I have read and understand this contract _____ initials

I have received a copy of the following items:

Animal health record _____ initials

Contract on my animal _____ initials

Copy of the Maine law on the sale of cats and dogs _____ initials

Purchaser signature _____ date _____

Purchaser address _____

Purchaser phone _____

Purchaser e-mail _____

Seller Signature _____

Seller email: Mainestonescape@aol.com

§4152-A. Documents necessary for breed registration

1. Requirement to provide. A seller who states, promises or represents that an animal is registered or capable of registration with an animal pedigree organization shall provide the purchaser with the documents necessary for registration at the time of sale or within 90 days of the sale unless specified otherwise in a contractual agreement signed by the purchaser.

[2009, c. 403, §10 (NEW).]

2. Process to acquire documentation. If the purchaser does not receive the necessary documents within the time period specified in subsection 1, the purchaser may send a written request for the documents to the seller via certified mail. Within 60 days of receiving the request, the seller must deliver the documents directly or send them by certified mail to the purchaser.

[2009, c. 403, §10 (NEW).]

3. Failure to provide documentation; resolution. If the seller fails to provide the necessary documents in accordance with subsection 2, the purchaser is entitled to a partial refund of 50% of the purchase price. Upon payment of the refund, a seller is absolved of the requirement to provide the documents necessary for breed registration. Acceptance of the registration papers by the purchaser outside of the required time period waives the purchaser's right to a partial refund.

§4153. Sale prohibited

Notwithstanding section 4152, a seller may not sell an animal that has any obvious clinical sign of infectious, contagious, parasitic or communicable disease or abnormality or has any disease, illness or condition that requires hospitalization or nonelective surgical procedures.

§4155. Rights of the purchaser

1. Unfit for sale. If, within 10 days after receipt of the animal by the purchaser, a veterinarian states in writing that the animal has a health problem that existed in the animal at the time of delivery or if, within one year after receipt of the animal by the purchaser, a veterinarian states in writing that due to a hereditary or congenital defect the animal has died or has a condition that will shorten its life or will require constant treatment during its life, the animal is considered to have been unfit for sale at the time of sale.

[1995, c. 589, §1 (NEW).]

2. Death; remedies. When an animal dies due to a health problem that would have rendered the animal unfit for sale pursuant to subsection 1, and that health problem existed in the animal at the time of delivery to the purchaser but was not disclosed under the provisions of section 4152, the seller shall provide the purchaser with one of the following remedies selected by the purchaser:

A. An animal of equal value, if available; or [1995, c. 589, §1 (NEW).]

B. A refund of the full purchase price of the animal. [1995, c. 589, §1 (NEW).]

[2007, c. 702, §25 (AMD).]

3. Health problem; remedies. When an animal has a health problem that renders the animal unfit for sale pursuant to subsection 1, and that health problem existed in the animal at the time of delivery to the purchaser but was not disclosed under the provisions of section 4152, the seller shall provide the purchaser with one of the following remedies selected by the purchaser:

A. Return of the animal to the seller for a refund of the full purchase price of the animal;

B. Exchange of the animal for an animal of the purchaser's choice of equivalent value, providing a replacement is available; or [1995, c. 589, §1 (NEW).]

C. Retainment of the animal and reimbursement for 1/2 of the reasonable veterinary fees not to exceed 1/2 of the original purchase price of the animal. [1995c. 589, §1 (NEW).]

[2007, c. 702, §26 (AMD).]

4. Veterinary service; fees. The fee for veterinary service is reasonable if the service is appropriate for the diagnosis and treatment of the health problem and the fee for the service is comparable to fees charged by other veterinarians who are in proximity to the treating veterinarian.

[1995, c. 589, §1 (NEW).]

5. Sellers not exempt. Sellers may not, contractually or otherwise, exempt themselves from the remedies provided by this section for deaths or health problems caused by infectious, contagious, parasitic or communicable disease.

§4156. Responsibilities of purchaser

To obtain the remedies provided in section 4155, the purchaser has the following responsibilities with respect to an animal with a health problem. [1995, c. 589, §1 (NEW).]

1. Veterinary diagnosis. The purchaser must notify the seller, within 2 business days, of the diagnosis by a veterinarian of a health problem and provide the seller with the name and telephone number of the veterinarian and a copy of the veterinarian report on the animal.

[2007, c. 702, §28 (AMD).]

2. Refund. If the purchaser wishes to receive a full refund for the animal, the purchaser must return the animal no later than 2 business days after receipt of a written statement from a veterinarian indicating that the animal is unfit due to a health problem. With respect to a dead animal, the purchaser must provide the seller with a written statement from a veterinarian indicating that the animal died from a health problem that existed on or before the receipt of the animal by the purchaser.

§4157. Rights of seller

1. Refusal to sell. A seller may refuse to sell an animal to a potential purchaser who appears not to accept or understand the provisions of this chapter.

[2007, c. 702, §30 (AMD).]

2. Exemption from purchaser remedies. A refund, replacement or reimbursement of veterinary fees is not required if any one or more of the following conditions are met.

A. The health problem or death of the animal resulted from maltreatment, neglect or a disease contracted while in the possession of the purchaser or from an injury sustained subsequent to receipt of the animal by the purchaser. [1995, c. 589, §1 (NEW).]

B. A disclosure statement was provided to the purchaser pursuant to section 4152 that disclosed the health problem for which the purchaser seeks to return the animal. [1995, c. 589, §1 (NEW).]

C. The health problem is a hereditary or congenital one covered by section 4152.

§4158. Contest

1. Demand for remedy; contest. When a seller wishes to contest a demand for the remedy specified in section 4155, the seller may require the purchaser to produce all the veterinarian's records and the animal for examination or autopsy by a veterinarian designated by the seller. The veterinarian designated by the seller must be practicing at a veterinary clinic within 100 miles of the purchaser's residence. The seller shall pay the cost of this examination or autopsy. The seller has a right of recovery against the purchaser if the seller is not obligated to provide a remedy under section 4155.

[2007, c. 702, §31 (AMD).]

2. Right to court action. If the seller does not provide the remedy selected by the purchaser set forth in section 4155, the purchaser may initiate a court action. The prevailing party in the court action has the right to recover costs and reasonable attorney's fees.

§4159. Posted notice

A seller whose facility has public access shall post, in a prominent location in the area to which a prospective purchaser would have access, a notice printed in a minimum of 48-point, bold-faced type and containing the following language:

"YOU ARE ENTITLED TO A STATEMENT OF CONSUMER RIGHTS AND DISCLOSURE OF YOUR ANIMAL'S HEALTH HISTORY AND THE WARRANTY ON YOUR ANIMAL. YOU MAY ASK TO SEE THESE ITEMS PRIOR TO PURCHASE. MAKE SURE YOU RECEIVE THESE ITEMS AT THE TIME OF PURCHASE."

§4160. Notice of consumer rights

1. Written notice. A seller shall provide the purchaser a written notice of rights, signed by the seller, certifying the accuracy of the information contained in the notice. The notice must be signed by the purchaser, acknowledging that the purchaser has reviewed and understood the written notice. A signed copy must be retained by the seller and one copy given to the purchaser. The notice must be in a minimum of 16-point, bold-faced type and must state the following:

"A STATEMENT OF MAINE LAW GOVERNING THE SALE OF DOGS AND CATS:

The sale of dogs and cats is subject to consumer protection regulations. Maine law also provides safeguards to protect sellers and animal purchasers. Attached is a copy of the Maine Revised Statutes, Title 7, chapter 745. Contained in this law is a statement of your consumer rights and remedies. Also attached is your pet's health history and specific warranty information."

[2007, c. 702, §34 (AMD).]

2. Oral notice. In addition, all medical information required to be disclosed pursuant to this section must be orally disclosed to the purchaser by the seller prior to purchase.

[2007, c. 702, §35 (AMD).]

The statement of consumer rights must also contain or have attached the disclosure required under section 4152 and the name and phone number of the state agency to be contacted in the event of perceived violations of this chapter.