# Terms and Conditions

## Autumns 24k Goldens — Detroit, Michigan

### 1. General Terms and Liability

This document, together with the Adoption Agreement signed at purchase, represents the entire agreement between the Breeder and the Adopter regarding the sale of the puppy, and supersedes all prior discussions, negotiations, and agreements. The conditions of this agreement may only be changed in writing, by mutual consent of both parties. By purchasing a puppy from Autumns 24k Goldens — by verbally agreeing to purchase, by making payment of any amount, and/or by checking the box for the terms and conditions upon checkout — the Adopter acknowledges that they have read, understood, and agree to all terms and conditions outlined in this document, and agrees to purchase the dog and pay the full sale price in full.

The puppy is guaranteed to be healthy and veterinarian health cleared at the time of sale and at the time the Adopter takes possession of the puppy. The Breeder does not assume any liability for any injury to the puppy after the Adopter takes possession of the puppy, or after the puppy has been released to a pet transporter for delivery. From the time of pickup, the Adopter is responsible for all medical care, and the Adopter agrees to release the Breeder and Autumns 24k Goldens from any responsibility for accidents, damages, or injuries after the puppy is in the Adopter's care.

### 2. The Adopter's First Veterinary Visit

The Adopter agrees to have the puppy examined by a licensed veterinarian within 3 to 5 business days of taking possession, to assure the Adopter that the puppy is healthy. This examination is required; no replacement or refund will be given if the puppy has not been examined within that time.

If the puppy is found to be other than healthy at that veterinary visit (excluding worms, coccidia, giardia, or other parasites common in puppies, which are common, treatable, and not grounds for a return or refund), the puppy shall be returned to the Breeder immediately, within 5 to 7 days, at

the Adopter's expense, and the purchase price will be refunded, or the puppy replaced with another puppy when one becomes available, at the discretion of the Breeder. Written confirmation of a life-threatening health concern from the veterinarian is required.

The puppy has had appropriate vaccinations for its age, and the parents have had DNA testing and extensive medical testing. A record of DNA testing, vaccinations, deworming, and microchip information will be supplied to the Adopter. Records are registered with OFA and UC Davis; links are on the website.

**3. Registration**

This puppy is purebred and may be registered with Full Registration or Limited Registration through the American Kennel Club (AKC). Full Registration, included with a full-price purchase or bought separately only, allows breeding and registering offspring, as well as showing in the breed ring. All puppies include standard Limited Registration unless the buyer chooses Full Registration; otherwise, Limited Registration is automatic. Limited Registration does not allow breeding or registering offspring — the offspring are not registrable — and the puppy is not eligible to show in the breed ring; it may compete in other events, such as Obedience, Tracking, Field Trials, Hunting Tests, Herding, Lure Coursing, Agility, and Earthdog. A puppy sold with Limited Registration is a family companion pet; spaying or neutering is recommended, at the appropriate age (see the guarantee-void conditions in Section 5). The Adopter will be given the application for AKC registration at the time possession is taken, and the puppy will be registered to the Adopter online by the Breeder at or before the transfer of the puppy, at no additional cost.

**4. Included in the Purchase**

Also included with a full-price purchase only (no discounts or coupons) are: AKC registration; a lifetime AKC Reunite microchip, with lifetime microchipping and health records; 30 days of pet insurance (the puppy must be 8 weeks of age or older for pet insurance); a free veterinarian visit (with most AKC-certified veterinarians); a free AKC Puppy training course;

a free AKC RX discount card after registration; a Custom Home Pet Care Package, a gift from the Breeder, custom made for each puppy and mailed to the Adopter; a copy of the puppy's medical records; and a 3-year pet health guarantee, given at the time of pickup or by email. The puppy's temperament, breed ability, size, shape, and conformation are NOT guaranteed.

**5. Pet Health Guarantee**

Every reasonable precaution has been taken to prevent this puppy from acquiring hereditary, life-threatening diseases, including DNA health testing of the parents and extensive medical testing. The puppy is health guaranteed for 3 years, as outlined in this agreement. This is a limited warranty: coverage, and any refund or reimbursement, will never exceed the original purchase price of the puppy. The Adopter is free to pursue additional treatment or diagnostics, but any costs beyond that amount are the Adopter's responsibility. Pet insurance is recommended; choosing not to insure the puppy does not transfer financial responsibility to the Breeder.

If a genetic, life-threatening problem is found, for a condition the Breeder has DNA tested the parents for, within 3 years (36 months) from the date of the dog's birth, the Adopter may return the dog for another puppy, to be given when one becomes available, or a refund, at the discretion of the Breeder. This guarantee excludes: cancers of any kind; vaccines or medication of any kind given to the puppy at any time from birth onward; any genetic issues the Breeder has not tested for; natural or accidental death; non-life-threatening genetic or common conditions; diseases of any kind, whether or not the Breeder has tested for them; and any and all environmental factors and/or improper care of the puppy, which are outside the Breeder's control and are not guaranteed.

If the puppy passes away from a serious communicable disease (not parasites or low blood sugar) within the first 14 days, and the Adopter obtained immediate care from a licensed veterinarian, and that veterinarian confirms the disease likely came from before the puppy left the Breeder, the Breeder will issue a full refund within 45 days, after

reviewing the veterinarian's report or autopsy findings.

Written notification must be received by the Breeder within 3 business days of the health concern, or the problem is considered resolved. The Adopter must be prepared to provide legitimate evidence of the health concern in the form of veterinary records and laboratory reports. In the event of the puppy's death, the Adopter will be required to present the Breeder with evidence and records certifying that the death was genetic in nature, attributed to a heritable disease. In the event of the return of a puppy, the Adopter will be required to execute a signed indemnification agreement, and to return the puppy's AKC papers and veterinary records with the puppy. In the event of the replacement of a puppy, after a period of time has passed, the Breeder reserves the right to evaluate the animal in question to determine whether a replacement should be given. Replacement puppies will be provided at the discretion of the Breeder, depending on the availability of a suitable puppy. If the puppy is adopted out and the new owner has any issue with health, temperament, size, or conformation, the puppy is not returnable to the Breeder unless the health concern is considered a genetic defect, or the puppy has died from a genetic condition. If the puppy dies from sickness or injury that does not fall within the scope of this agreement, no refund or replacement will be made.

Should this puppy develop moderate to severe Hip Dysplasia or Elbow Dysplasia, Subaortic Stenosis, or Cataracts deemed hereditary, diagnosed within 36 months of the puppy's birth date, the Breeder will take the puppy back and replace it with a puppy of equal value as soon as one is available, and/or provide a refund, at the discretion of the Breeder. Costs to return the puppy and receive the replacement puppy are at the Adopter's expense. Hip and/or elbow radiographs must be submitted to and examined by the Orthopedic Foundation for Animals (OFA), or diagnosed by PennHIP, and the results must be supplied to the Breeder. Subaortic Stenosis must be confirmed by echocardiography and Doppler performed by a board-certified veterinary cardiologist, and documents must be supplied to the Breeder. Eye exams must be performed by a board-certified veterinary ophthalmologist, and documents must be supplied to the Breeder.

The guarantee is void if: the dog becomes overweight; the dog is over-exercised too early; the dog is spayed or neutered before 6 months of age; or the dog is bred before 2 years of age. Environmental factors, such as a high-calorie diet during the rapid growth phase, may exacerbate changes in dysplastic hips or elbows; the Breeder does not take responsibility for dysplasia in an overweight puppy, and the Adopter will not qualify for a replacement puppy. Veterinary records must be made available to prove good weight control. The Adopter agrees to maintain the puppy's health in good condition, feed high-quality food, maintain good weight control, and provide yearly health examinations, vaccinations/titers, heartworm tests, and any other usual procedures necessary to assure good health.

**6. Return Policy**

We will always accept the return of any puppy or dog from our facility, at any time, so it can be properly rehomed. The Breeder will never refuse to have any dog returned at any time. Refunds, where applicable, are governed by the conditions below, the Pet Health Guarantee above, and the sales contract.

Health guarantee returns — 36 months: If, within 36 months of purchase, a puppy is found by a licensed veterinarian to have hip dysplasia, or any other condition covered under our three-year pet health guarantee that warrants a return, the puppy may be returned to us under the terms of the guarantee.

Returns within five business days: A puppy may be returned within five (5) business days of pickup. The return must be accompanied by an examination from a licensed veterinarian, and the puppy will also be examined by our veterinarian before any refund is issued.

Changing your mind, allergies, job changes, or other life events are not valid reasons for a return or refund.

Refunds and Exchanges: All refunds and exchanges are at the Breeder's discretion. All refunds exclude the deposit, which is not refundable. In addition to the deposit, applicable registration, transfer, and processing fees may also be withheld from any refund issued. Any refund or

reimbursement will never exceed the original purchase price of the puppy.

No refund will be granted if the puppy is found to have been injured, or to have become ill or diseased, as a result of the purchaser's actions or negligence.

**7. Payments and Purchase**

All potential clients are required to complete a puppy application and a phone interview, and all clients are vetted to ensure proper placement of our puppies. A deposit (reservation fee) is taken only after an approved application and phone interview, paid through the website, and holds the specific puppy for the Adopter with intent to purchase. If a deposit or down payment is made, the Adopter agrees to pay the remaining balance owed before, and/or at, the date and time of pickup set by the Breeder for the Adopter (Buyer) to take possession of the dog. Deposits and down payments are non-refundable. The Breeder (Seller) will send an invoice for the remaining balance due to the Adopter, and/or for fees set out in the Abandonment Policy section, if applicable. We accept debit, credit, and cash only. No checks or cashier's checks are accepted. Payment may be made online, by phone, or by invoice sent by email.

**8. Pickup, Holding Fees, and Abandonment**

Pickup is in Detroit, Michigan, at 15455 Hubbell Avenue, Detroit, MI 48227-2947, by scheduled appointment only. All pickups must be within 3 to 7 days of final veterinary clearance, or by the schedule set by the Breeder. Missed scheduled appointments may result in holding fees and boarding fees of $50.00 per day. Rescheduling may be done for certain circumstances. Please bring a leash; all puppies leaving us must be on a leash and have proper transport, or an airline pet crate, and items for transport such as water and food containers, for the puppy's safety.

If the Adopter fails to take possession of the dog within 5 days of the transfer pickup date set by the Breeder and agreed upon by the Buyer, the dog will be considered abandoned. The dog will remain with the Breeder and may be rehomed at the Breeder's discretion, and the Adopter will lose any and all claims and/or rights of ownership of the dog. The Adopter

(Buyer) agrees to transfer registration ownership of the puppy back to the Breeder if any transfers have been made. If the puppy has been registered, or ownership transferred, to the Adopter, the Adopter will be responsible for all fees to transfer the puppy back to the Breeder, and for other costs associated with the initial transfer to the Adopter. The Adopter (initial Buyer) gives full authorization to the Breeder to make any changes to the registration, including but not limited to transfer of ownership of the puppy (dog), at any time. The Adopter will not be refunded any amount of the purchase price or deposits of any kind for the dog. Furthermore, any balance and/or accrued fees, service fees, added expenses, or bills owed or billed to the purchaser will remain owed to the Breeder, together with any collection fees, court costs, and all other legal and/or attorney fees incurred to obtain the balance owed to the Breeder. An interest rate of 29% may be added to the balance until it is paid in full. This covers some of the costs of, but is not limited to, additional costs that may be added for care, maintenance, handling, and service charges; transport and recovery of the puppy (dog); billing and invoice charges; medical care and medications; advertisements to rehome; and boarding and housing fees. Other fees and charges may also apply to the balance. Autumns 24k Goldens has zero tolerance for abandonment of a puppy, dog, or any animal.

**9. Transport**

We do not deliver puppies. The Buyer is responsible for transportation, both for the original puppy and for any return or replacement. The Buyer may fly with the puppy, or may use an approved specialized pickup/delivery service at the Buyer's expense: the certified transporter must provide all proper documentation and bills, and accepts all responsibility once the puppy is picked up. The Breeder is not responsible for any injury or illness once the puppy has left the Breeder's care, and accepts no responsibility once the puppy is released to the transporter. Autumns 24k Goldens will only work with transport services that are USDA licensed and insured. Let us know if you have a transporter in mind.

**10. Adopter Care Obligations; No Transfer Without Consent**

The Adopter agrees that this puppy will not be sold, and ownership will not be transferred, without the Breeder's knowledge and consent. The Adopter will not sell the puppy to a pet shop, breeder, laboratory, dog agent, or broker. If at any time proper care cannot be given to the puppy, the Adopter must contact the Breeder; the Breeder will take the puppy back, or assist the Adopter in placing the puppy in a suitable home. If a puppy is rehomed for any reason, the Breeder must be notified and the puppy is to be returned to the Breeder. It is the responsibility of the Adopter to keep the Breeder informed of any change of address or phone number.

The Adopter shall provide the dog with: adequate food, fresh water, shelter, affection, and proper medical care, including an annual health exam and routine vaccinations as recommended by a veterinarian; a fully fenced yard, or other humane means of exercise — the dog shall not be continually chained; companionship — puppies are like a 2-year-old child and must have someone with them for the first few months, and never be left alone or out of sight; the dog shall never be allowed to roam unattended; ample time playing with and talking to the puppy — Golden Retrievers thrive on human interaction; and proper training and socialization. The Breeder is available at any time by phone or email to help with questions.

The Breeder, or its representatives, will require an application for adoption, and may require access to the location where the puppy will be housed, with 72 hours' notice; FaceTime may be suitable if distance is an issue. A background check on the purchaser may be required; references may also be required; home inspections may be required by the Breeder before or after the puppy is taken home, to help the purchaser with proper environmental concerns or issues and the care of the puppy's needs.

**11. Mistreatment Policy**

If the puppy (dog) is in an environment that is not safe for the puppy — including children who are mean to the puppy, or aggression, fighting, or unresolved conflicts within the home — the Adopter (Buyer) must relinquish the puppy back to the Breeder, for the safety of the puppy. If the

puppy is found to be abused, neglected, abandoned, severely underweight (abnormally thin), or extremely overweight, sick, ill, or injured during your care, or is found in any other way not to be properly cared for under the terms of this agreement, the Breeder will have the full right to remove the dog from the Adopter's care/home at any time, and the Adopter shall pay all costs and expenses incurred in the recovery and/or re-adoption of the dog. Such costs include, but are not limited to, veterinary bills, transport costs, park costs, and any other costs incidental to the recovery of the dog. The Breeder will issue no refunds to the Adopter, nor any funds incurred with previous ownership.

If the puppy is found to be used for commercial purposes, such as selling products or advertising, that use can be stressful to the puppy and harmful to its health, and is grounds for repossession. The Adopter agrees to return the puppy to the Breeder immediately; if the Adopter does not, the Adopter will be held liable for all legal and repossession costs and actions that the Breeder finds necessary to secure the safety of the puppy.

**12. Golden Wish Program**

The Golden Wish Program is designed primarily for persons with severe chronic illnesses who need a service animal, as recognized under the Americans with Disabilities Act (ADA). Golden Wish adopters agree and understand that these adoptions are for service needs, and must have medical documentation from a doctor for the need of a Golden Retriever as a service animal. Emotional support animals are not service animals under the ADA. A puppy for emotional support may, as a courtesy only, be offered at a different discount rate and a different price, where there is an appropriate documented medical need; however, we are not obligated to sell any puppy at a discount for emotional support, because emotional support animals are not approved under the ADA. The Adopter agrees the dog will be used for that purpose, and will not be sold. If the Adopter is found to have been misleading in the information provided to gain said dog, for profit or other use, the Adopter will be required to pay the full price of a full-registered puppy, and may be held criminally accountable. The dog may also be repossessed by Autumns 24k Goldens, and the Adopter

held liable for all legal and repossession expenses, transfers, and other expenses, including legal, attorney, and court fees.

**13. Entire Agreement and Legal Terms**

This document represents the entire agreement between the parties regarding the sale of the puppy, and supersedes all prior discussions, negotiations, and agreements. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. This agreement is binding upon both the Breeder and the Adopter, and serves as the official record of the transaction. All terms and conditions are effective immediately upon purchase and remain enforceable in accordance with Michigan law. Any disputes arising from this agreement shall be resolved in accordance with Michigan law, and the Adopter and the Breeder agree to resolve any disputes through good-faith negotiations before pursuing any legal action. This document is the property of Autumns 24k Goldens and is intended for the exclusive use of the Adopter and the Breeder. Unauthorized reproduction or distribution of this document is prohibited. All terms and conditions outlined in this document are subject to change at the discretion of the Breeder, and any updates will be communicated to the Adopter accordingly. Autumns 24k Goldens reserves the right to modify these terms and conditions at any time, and any changes made will be communicated to Adopters in advance. Please retain this document for your records, as it serves as the official record of your puppy purchase. The Adopter is responsible for ensuring that all information provided to the Breeder is accurate and up to date. The Breeder is responsible for providing a healthy puppy in accordance with the terms and conditions outlined in this document. Autumns 24k Goldens is committed to the health and well-being of all puppies. The Adopter agrees to provide a safe and loving home for the puppy. Autumns 24k Goldens and the Breeder cannot and do not guarantee the future health, size, shape, behavior, personality, or characteristics of the puppy, except as provided in this agreement and as herein stated.

## 14. Acceptance of Terms

These Terms and Conditions are published on the Autumns 24k Goldens website, and are made available to the purchaser at checkout, before purchase. By checking the boxes presented to them at checkout, before completing the purchase, the purchaser agrees to these Terms and Conditions, which form part of the checkout process, and acknowledges that they have read, understood, and agreed to all of the terms, conditions, and policies set forth in this document, including the Pet Health Guarantee and the Return Policy. Completion of the purchase constitutes the purchaser's full acceptance of this agreement, and solidifies the agreement between the Breeder and the Adopter. This agreement is legally binding and enforceable upon purchase, or upon deposit, which is made with the intent to purchase.