



Code 3 Retrievers

Puppy Guarantee

I. OVERVIEW

We are very concerned with the proper treatment and training of all of the puppies we sell. We feel our puppies are some of the finest in the country and we are willing to protect our lines aggressively. In keeping with this philosophy we offer the following guarantee. With this guarantee comes certain responsibilities, please read the following contract carefully and fully understand before indicating your agreement.

All puppies produced by Code 3 Retrievers carry a 26-month congenital health guarantee. This guarantee includes both hip and eye defects as well as any other defect – which would prevent the dog from breeding – deemed to be congenital in nature by a licensed veterinarian. All sires and dams of Code 3 litters are required to have clear eyes as validated by the Canine Eye Registry Foundation (CERF) and good or better hips as validated by the Orthopedic Foundation for Animals (OFA). CERF and OFA validation of both sire and dam does NOT preclude that puppies they produce are free from genetic defects affecting their hips and eyes. Moreover, there is no way to guarantee, regardless of the genetic health of the parents, that ANY puppy will be free of ANY or ALL-genetic defects. Therefore, we offer this guarantee as recourse.

- All puppies are sold in good faith. No dog is sold for any specific use or guarantee of performance, such as brood bitch, stud dog, show dog or field trial competitor.
- You are the sole responsible party for the care and maintenance of your puppy upon leaving our facilities. Code 3 Retrievers will assume no financial responsibility for veterinary exams, vaccinations, treatments or diagnosis. This guarantee covers genetic defects that prevent either breeding or the inability of the dog to function normally as determined by a competent veterinarian.
- UNDER NO CIRCUMSTANCE SHOULD YOU EUTHANISE THIS DOG, except in the instance of traumatic accidental injury or other life-threatening situation where euthanasiation is a proper alternative. Please read the remainder of this agreement regarding what to do if you choose not to keep this dog upon the finding of a genetic defect.
- In the event the Buyer is unable to keep said puppy / dog for any reason, Buyer agrees puppy / dog will not be sold, given away, or transferred in any way except back to Seller. Buyer also agrees to immediately contact Seller who will have the option to accept the return of the puppy / dog and or the right of first refusal. Any monies exchanged for the return of the dog to Code 3 Retrievers will depend upon the age and condition of dog as well as expenses.

II. YOUR PUP'S HEALTH AT TIME OF PICKUP

Your pup will have the following at the time of pickup or delivery:

- A statement of good health.
- Current worming and vaccinations.

- Removal of dewclaws with openings stitched to prevent the scarring common in many dewclaw removals

III. WHAT YOU WILL NEED TO DO REGARDING YOUR PUP'S HEALTH

- Buyer is to arrange a checkup of the puppy by a qualified veterinarian within 48 hours of taking possession of the puppy. Seller shall be notified immediately in the event that the puppy has a health defect. If the veterinarian determines that the puppy has a health defect the Buyer is entitled to a full refund of the puppy's purchase price upon return of the puppy to the Seller within 5 days of taking possession, together with the puppy's AKC registration papers with are to be signed over the Seller. Seller will not reimburse any veterinary expenses incurred by the Buyer. Seller's warranty is limited to the refund of the puppy's purchase price upon return of the puppy, and only under the circumstances described above.
- Continue your pup's vaccination schedule in a timely manner and with all shots required by your veterinarian
- Maintain your pup on monthly heartworm preventative beginning at the age indicated by your veterinarian and continuing monthly thereafter
- Conduct preliminary OFA submission between 12 and 14 months of age
- Conduct CERF submission between 12 and 14 months of age
- Conduct OFA submission between 24 and 26 months of age

Any items above not adhered to by the owner of said dog will void this guarantee.

In addition to the items above, we highly recommend a flea and tick prevention program as well as Lyme disease vaccination. Please consult your veterinarian regarding any and all issues of healthcare for your dog.

IV. HIPS

All sires and dams of Code 3 litters are OFA good or better. Proof of each OFA rating will be provided with this paperwork. However, this does not preclude that your puppy will be free of hereditary hip problems, including arthritis, dysplasia, and other disease.

To ensure the best possible environment for your dog's hip development, we request that your dog is not left for any period of time on slick surfaces, such as linoleum, hardwood floors, or tile. We also request that you do not let your dog jump off any high surfaces, including the back of pickup trucks. We encourage that your dog stays in areas that allow sure footing and comfortable resting.

Your dog's hips must be submitted as noted in paragraph III. You must have conducted BOTH preliminary and 24 month hip submissions for this guarantee to be enforced. OFA is the final and ONLY authority on the state of your dog's hips. The refund process will begin only after the dog is rated any level of dysplastic at either the preliminary or 24-month OFA submission.

If your dog has been rated any level of dysplastic, see section IX regarding the refund process.

V. EYES

All sires and dams of Code 3 litters are CERF clear. Proof of each CERF rating will be provided with this paperwork. However, this does not preclude that your puppy will be free of hereditary eye problems, including progressive retinal atrophy (PRA) and other eye disease.

To ensure the best possible environment for your dog's eye development, we request that you be especially careful of any items or other animals that could damage your dog's eyes. Cats, birds, lizards and other household pets should not be available to your dog. Damage to your dog's eye, if inflicted by accident or otherwise, can prevent your dog from a CERF clear status.

Your dog's eye evaluation must be submitted as noted in paragraph III. CERF is the final and ONLY authority on the state of your dog's eyes. The refund process will begin only after the dog is rated non-clear at your 12 month CERF submission.

If your dog has been rated non-clear, see section IX regarding the refund process.

VI. TATOOING AND CHIPPING

OFA requires a dog to have a form of permanent identification at the times records are submitted. At the time of writing of this contract, that can be either a tattoo or microchip. We encourage either or both of these forms of identification as early as possible. We also encourage that the tattoo is placed somewhere on the animal where it cannot be easily removed. Most veterinarians are now tattooing areas such as the inside of the thigh. If you tattoo or microchip early, keep your records filed as you will need those numbers at the time you submit any x-rays to OFA for evaluation.

VII. OTHER CONGENITAL PROBLEMS

The following is a list of congenital problems common to Labrador Retrievers. This is for informational purposes only and is not comprehensive. This guarantee and refund process is only in effect for congenital problems that will PREVENT the breeding of the dog covered under this guarantee.

- Hip Dysplasia
- Progressive Retinal Atrophy
- Retinal Dysplasia
- Cataracts
- Muscle Myopathy
- Dwarfism
- Hypothyroidism

Any defect, which is deemed congenital by the process listed in Section IX, enforces this guarantee.

CONDITIONS FOR ENFORCEMENT OF THIS GUARANTEE

The following are conditions required for enforcement of this guarantee.
Buyer Warrants and Agrees:

- All items in sections III through VII must have been adhered to by the owner of the dog
- The dog must NOT have been bred.
- The owner must be the original owner of the dog. This guarantee is non-transferable to any party. The original owner, providing that this individual has owned the dog from the time it left Code 3 Retrievers to the time the guarantee is being enforced, may only be the one to enforce this guarantee.
- This puppy shall be maintained and kept under the personal control of the Buyer, and this puppy shall be given adequate housing, food, veterinarian care and shall in no manner be mistreated or neglected.
- The Buyer shall release Seller of this guarantee and forfeit all replacement rights if the dog's AKC Registered name does not contain the "**Code 3**" name.
- This puppy shall not be used for breeding unless he/she has been x-rayed to rule out hip dysplasia as certified by the O.F.A and is CERF certifiable. The Seller is to be informed of the results of such examinations and of the certification number. Should the dog be used for breeding before it is x-rayed or has been determined to be CERF certifiable, whether intentional or accidental, the Buyer shall release Seller of this guarantee and forfeit all replacement rights.
- This dog shall not be bred to any other breed other than an AKC Labrador Retriever.
- Any attempt to enforce this guarantee must be conducted in writing, via certified or overnight mail (or any form that allows tracking). Phone calls are welcomed, but the date of the original claim must be verified by communications in writing.
- The dog must be under 26 months of age at the time of any claim.
- Code 3 Retrievers must be notified within 7 days of any finding of genetic defects.
- UNDER NO CONDITION, other than accidental injury, will the dog be euthanised. If you are considering Euthanisation for ANY REASON, other than accidental injury, please contact us IMMEDIATELY.

Code 3 Retrievers reserves the right to waive any or all of the requirements stated herein in enforcing this guarantee.

REFUND PROCESS

If your dog is found to be genetically unsound in any way, please do the following:

- Notify us immediately by telephone
- Send notice in writing via certified, overnight, or any other form of mail that can be tracked.
- If the claim is for any defect other than those judged by OFA or CERF, please submit by any form of traceable mail a copy of the findings and appropriate material to be reviewed by our veterinarian. The process continues as follows:
 1. Our veterinarian will review the findings at our expense.
 2. If our veterinarian disagrees with the original diagnosis, we will submit, at our expense, the findings to a third veterinarian. The third opinion will determine whether the original findings are valid.

3. If they are found to be valid by any of the above actions, the claim is then grounds for enforcement of this guarantee.
- If the claim is for any defect validated by OFA or CERF, please submit a copy of the appropriate findings for our files. Any claim for hip or eye defects as defined in sections IV and V is grounds for enforcement of this guarantee.
 - Claims are not considered valid until the owner has followed the processes outlined in this agreement and adhered to the stipulations stated herein.
 - The amount of the refund will be determined as follows:
 1. If you do not want to keep the dog, you may return it to Code 3 Retrievers for a full refund, on the condition that you provide Code 3 Retrievers with the original AKC papers, signed by you and transferring ownership to us. Upon receipt of both dog and accompanying papers, a refund for the total purchase price will be issued within 30 days. Buyers will assume responsibility for shipping in this case.
 2. If you want to keep said dog, you must provide us with proof of spaying or neutering. Upon receipt of this proof, a refund will be issued for the purchase price of the dog less \$300.
 3. UNDER NO INSTANCE, other than accidental injury, should the dog be euthanised.

INCENTIVES FOR USING “CODE 3” NAME IN AKC REGISTRATION

We encourage you to use the Code 3 name when registering your dog and gladly offer the following incentives for dogs competing in AKC, NAHRA or UKC hunt tests or field trials that have the name Code 3 as the PREFIX (i.e., Code 3's What's Your Excuse or Code 3's Raging Inferno) in their AKC registered name.

- Field Trial Incentives
 1. Derby List - \$50
 2. All Age Qualified - \$100
 3. Open or Amateur Points - \$5 per point
 4. Field or Amateur Field Champion - \$500
 5. National Field or National Amateur Field Champion - \$1000
 6. \$1000 maximum for field trail accomplishments per dog
- AKC, UKC and NAHRA Field Test Incentives
 1. Master Hunter or equivalent - \$100

To redeem these incentives, simply forward (via fax or mail) either a copy of the results as published in Retriever Field Trial News or a copy of the appropriate certificate mailed by the AKC, NAHRA, or UKC. Please allow 30 days for the confirmation and processing of your incentive.

DISCOUNT TRAINING AND FREE PUPPY TRAINING AVAILABLE WITH YOUR PUPPY PURCHASE

All puppies purchased from Code 3 Retrievers are eligible to receive free puppy training advice (usually up until about six months of age) as well as a \$300 discount on the first six months of retriever training at our training facility.

10% off the purchase of training equipment from Retrieversupply.com

USEFUL WEB SITES

- Retriever Supply – gundog training supplies <http://www.retrieversupply.com>
- Orthopedic Foundation for Animals (OFA) – <http://www.offa.org>
- Canine Eye Registry Foundation (CERF) – <http://www.vet.purdue.edu/~yshen/cerf.html>
- American Kennel Club (AKC) – <http://www.akc.org>

OUR CONTACT INFORMATION

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