



WELCOME TO CRÈME BRÛLÉE GOLDENS

Owning a Golden Retriever puppy has been described by some as *'Pure Joy'*!

Our puppies, or Fur-babies, are just that: babies, with no 'formal training' and in need of Love and Guidance. The more Love and Guidance they receive, the more they Thrive and Grow, bringing Joy and Happiness to their Paw-rents and others who are privileged to enjoy their presence.

It is particularly important to understand that they are leaving their family to join their Fur-ever Family at 8 weeks of age or shortly thereafter. The transition can be stressful for them and will require additional Patience and Care until they become acclimated to their new FUR-EVER WORLD.

Turn the page to start your Journey to taking home your Precious Fur-Baby, or 'Pure Joy'!



Our Desire and Responsibility as Dedicated Breeders of European Cream and American Standard Golden Retrievers is to place our fur-babies in the best homes possible, where they can Thrive and be Loved, thereby protecting them from any harm, abuse and/or a lack of daily needs.

Puppy Purchase Deposit Receipt & Agreement

This is an agreement between Crème Brûlée Goldens (hereinafter "CBG") and

Buyer: _____ / _____ Date: _____

Please initial each of the following to confirm you have read it.

____ / ____ **Purchase price:** The purchase price is \$3,500 and can be paid in full electronically via Venmo prior to 7 weeks of age. After 7 weeks of age, CASH will be accepted and required prior to the puppy leaving. Puppy pickup will be ON THE DAY the puppy turns 8 weeks of age, regardless of the day of the week. The only exception will be made if CBG needs to alter the day, in which case notice will be sent out prior. Failure to make the arranged time will result in you being assigned to the next available time slot, which can, and most likely will, affect your position on the pick list.

____ / ____ **Deposit:** A NON-REFUNDABLE DEPOSIT of \$500 shall be paid concurrent with the execution of this agreement and is required for your name to be added to our reservation list. CBG will not hold a puppy or place the Buyer's name on a Reservation List until this Agreement and the NON-REFUNDABLE DEPOSIT are received. Delivery of this Agreement and the Buyer's \$500 NON-REFUNDABLE DEPOSIT will be considered the Buyer's Binding Commitment to this Agreement. Said Deposit shall be applied toward the purchase price of the puppy. Deposits can be made through Venmo. See QR Code.



Venmo
@Ed-Kroesing

____ / ____ **Cancellations:** The Buyer or CBG can opt out at any point prior to the "Puppy Information Addendum" (see page 7) being completed and signed by both parties. CBG MAY offer a refund of the NON-REFUNDABLE DEPOSIT ONLY if CBG cancels this agreement. If the BUYER cancels this agreement or is in "Breach of Contract," regardless of the reason for the cancellation or Breach of Contract, CBG WILL NOT refund the NON-REFUNDABLE DEPOSIT. If the Buyer would like to continue with a purchase from Crème Brûlée Goldens after a Cancellation, a new Puppy Purchase Agreement and deposit will be required. CBG does not consider postponing to the next available litter a cancellation.

Note: A "Reservation" does not guarantee you a puppy. We cannot control when our dogs cycle, how many puppies the Dam will birth, or their genders. If the Dam fails to have enough puppies in a litter, or enough of the gender to provide the Buyer with a puppy of their preferred gender, CBG (at CBG's discretion) may offer to move your Reservation to a similar upcoming litter or provide the Buyer the courtesy of a refund. At no time is CBG obligated to provide a refund.

The puppy is sold to the Buyer(s) in Good Faith that it WILL NOT be bred.

By signing below, the Buyer shows they understand and agree with the terms and conditions for their Deposit.

Date: _____

Buyer's Signature: _____

Buyer's Signature: _____

Dam Requested: _____

Sire Requested: _____

Desired Gender: ____ Male ____ Female

If the preferred gender is not available, are you open to the other gender? ____ Yes ____ No

Crème Brûlée Goldens will fill out this section and return it to you as confirmation of your pick position and litter.

____ **Confirmation of receipt.** Your name has been added to the litter with:

Dam / Sire: _____ / _____ Gender: _____ Pick # _____ Expected: _____ (date is approximate)



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This portion of the Agreement, including the Health Guarantee, will be fully executed after the picked puppy's information is added and this Agreement is signed by both parties. The Buyer or CBG can opt out at any point prior to the "Puppy Information Addendum" being signed.

CBG's Agreements

Both the Sire and Dam are purebred and registered with the American Kennel Club (AKC) under AKC guidelines.

Parents have been screened for hips, elbows, eyes, and heart clearances at a minimum. As we are always looking to improve the breed, we do additional genetic tests prior to breeding a Dam or Sire to ensure the match will provide the best chances for a healthy puppy.

Our intent is to provide puppies to families who desire an excellent and healthy pet, companion dog, therapy and/or working dog that is a quality representation of the breed. We do not breed to produce show dogs, although many may be show quality.

The puppy you have picked is in good health at the time of purchase. The puppy has also been loved daily and properly cared for.

The puppy has received the first (1) of three (3) core vaccines and has been wormed/medicated as needed. A record of medications will be provided to the Buyer at the time of pickup.

As of the signature date of this Puppy Purchase Agreement, neither the Sire nor the Dam has been affected by Cancer, Epilepsy, or allergic conditions to normal environmental stimuli.

____ / ____ **Registration:** The purchase price is for a "Limited Registration," meaning "NO BREEDING RIGHTS." You CANNOT breed your dog or have anyone else breed your dog. Breeding this dog, or allowing anyone else to breed this puppy/dog, intentionally or unintentionally, will void your health guarantee.

If the Buyer is found to have bred this puppy/dog or allowed anyone else to breed this puppy/dog, the Buyer agrees to pay CBG \$25,000 for damages, and the Buyer will immediately and voluntarily forfeit ownership of the puppy/dog and ALL puppies birthed or sired to CBG. The Buyer will return the puppy/dog and ALL puppies birthed or sired, including all paperwork pertaining to the puppy/dog, to CBG at the Buyer's expense.

To prevent unethical breedings, CBG will provide you with your AKC Litter Registration. Upon receiving verification, via a copy of the official documentation, that the dog has been rendered incapable of breeding, CBG will provide you with your individual AKC Registration documents.

____ / ____ **Buyer Agreements:** The Buyer agrees that this dog will be a household (indoor/outdoor) companion and not solely an outdoor dog. If CBG learns or discovers that the puppy/dog is in what is perceived as being a neglectful or abusive situation, CBG has the right to have the puppy/dog removed.

The Buyer agrees to have the puppy examined by a reputable licensed Veterinarian within 5 days of taking possession of the puppy to verify the puppy is in good, sound health. If a congenital defect (existing at birth) is found that puts the puppy at risk and renders the puppy unsuitable as a pet, the Buyer will notify CBG, provide a written statement by a licensed Veterinarian describing the defect along with all supporting documentation (X-rays, test results, etc.) and, at the Buyer's expense, return the puppy and all papers to CBG within 3 days of the examination. CBG will replace the puppy or refund the money, at CBG's sole election and discretion, provided the puppy is in the same condition, mentally and physically, as when originally purchased.

CBG retains the right to require a second opinion of the diagnosis by another veterinarian of our choice to confirm the defect. An Official OFA evaluation is required for replacement if Hip or Elbow Dysplasia is detected. The OFA Hip rating must be moderate to severe for a replacement. The OFA Elbow rating must be grade 2 or 3 for a replacement. OFA evaluation is at the owner's expense. If an eye and/or heart defect is suspected, it must be diagnosed by a specialist with written documentation provided. CBG retains the right to require a second opinion of the diagnosis by a veterinarian specializing in said defect, of our choice, to confirm the defect.

CBG will provide a replacement puppy of equal quality, sex and bloodline (which will be determined solely by CBG) at no charge within 12 months of the animal's return. Any shipping fees for a replacement puppy are the sole responsibility of the Buyer. All Veterinary bills are at the Buyer's expense. (This does not include behavior issues, worms, fleas, mites, ticks, coccidia, giardia, or any other parasites, as they are common in dogs and puppies. It also does not include ingestion of foreign objects, ingestion of food or chemicals, or physical injury contracted or incurred following the Buyer's receipt of the puppy.)

CBG is not responsible if the puppy contracts a communicable disease after leaving CBG's possession, and is not responsible if the puppy has an adverse reaction to vaccines provided by a Veterinarian. CBG has no control over the future



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temperament, habits, and appearance of the dog, and hence does not warrant them.

CBG does not assume any liability for any injury or Veterinarian expenses for the purchased puppy once it has been picked up and leaves our property with the new Owner/Buyer.

____ / ____ The Buyer agrees to attend CBG's informational Zoom Meetings starting when the puppy turns 4 weeks of age. The time and date of the Meetings will be provided by CBG. If the Buyer fails to attend CBG's informational Zoom Meetings, CBG will consider this a "Breach of Contract" and, at CBG's discretion, may terminate this agreement.

CBG requests that the Buyer open a social media account for the puppy and post pictures regularly so CBG can watch the puppy grow.

The puppy is to receive proper Veterinary care and vaccinations/titers for the duration of its life. The Buyer agrees to provide high-quality food. The Buyer agrees NEVER to sell, give, trade, or transfer ownership of this puppy to any breeding establishment, any agent, any wholesaler, or any party not included in the original sales agreement.

____ / ____ In the event that, at any future time, the Buyer(s) cannot keep or care for the puppy/dog, the Buyer must return it to Crème Brûlée Goldens, including all signed registration and all veterinarian records. Crème Brûlée Goldens will find the puppy/dog a new and suitable home. If the Buyer(s) know of a potential suitable home, the Buyer(s) will inform CBG of the interested party/new home, and CBG will screen the new party interested in taking ownership of the puppy/dog. The new home must be a pet home, and the puppy/dog must be rendered incapable of breeding prior to going to the new home.

CBG highly recommends that the Buyer obtain Pet insurance within 14 days prior to taking home the puppy and keep it for at least 1 year, until the puppy stops chewing and ingesting things that may cause issues (such as toys, plants, or other toxins).

In the event of the puppy's death, the Buyer must notify CBG within 36 hours.

The Buyer must have a male puppy Neutered or given a Vasectomy after, not before, 2 years of age, and a female puppy Spayed or given an Ovary Sparing Spay after, not before, 2 years of age and not before her first heat cycle. **Note:** Spaying or Neutering your puppy prior to 2 years of age will void your second year of Guarantee.

Health Guarantee

This pup is guaranteed up to its 1st birthday against Genetic Hereditary defects of the Heart, Eyes, Hips or Elbows that develop to the extent they render the dog unsuitable as a pet. This guarantee is extended an additional 12 months under the terms listed under CONDITIONS* below.

If a defect is found, the Buyer will notify CBG and provide a written statement by a licensed Veterinarian describing the defect, along with all supporting documentation (X-rays, test results, etc.). We retain the right to obtain a second opinion of the diagnosis by another veterinarian of our choice to confirm the defect. An Official OFA evaluation is required for replacement if Hip or Elbow Dysplasia is detected. The OFA Hip rating must be moderate to severe for a replacement. The OFA Elbow rating must be grade 2 or 3 for a replacement. If an eye, heart, or neurological defect is suspected, it must be diagnosed by a specialist in said field with written documentation provided. We retain the right to require a second opinion of the diagnosis by a veterinarian specializing in said defect, of our choice, to confirm the defect. OFA and/or specialist evaluation is at the owner's expense. The puppy must be returned to CBG within 3 days of discovery of the defect. If CBG is not allowed to verify the defect, it will be assumed that the puppy does not have a defect, and no compensation will be made.

Once Crème Brûlée Goldens has verified the defect, Crème Brûlée Goldens will provide a replacement puppy of equal value, of the same sex and bloodline (at Crème Brûlée Goldens' sole discretion), from the next available litter, usually within 12 months.



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***CONDITIONS**

1. The puppy must be owned by the original owner of this agreement.
2. The puppy **MUST NOT** have been spayed or neutered early or prior to maturity, which, according to scientific research, is 2 years of age.
3. The puppy must not have been bred.
4. A Licensed Veterinarian must verify that the puppy is in good, sound health and has been on approved multivitamin/mineral and joint formula supplements, and has been on a species-appropriate diet with scheduled feedings.
5. A Licensed Veterinarian **MUST** verify that the puppy/dog has had the appropriate exercise for his/her age, and that there are no signs of trauma from excessive jumping or running that could cause injury to bones, joints, or muscles, and no signs of physical abuse or neglect.

Failure to provide verification of these conditions will terminate this guarantee at the puppy's 1st birthday.

If a Licensed Veterinarian states that there is proof or evidence of trauma, abuse or neglect, the Buyer will immediately forfeit ownership of the puppy/dog to CBG and, at the Buyer's expense and with no recourse to CBG, return the puppy/dog to CBG.

Limitations of Guarantee

The following will also void all guarantees:

- The Buyer permitting the dog to be underfed or overfed at any time.
Underfed: ribs are highly visible. *Ideal body condition:* you can feel the outline of the ribs; the dog has a waist when viewed from above and the belly is tucked when viewed from the side. *Overfed:* the dog has no waist when viewed from above; the belly is rounded when viewed from the side.
- Evidence of neglect or abuse.
- Unexplained or untreated trauma (broken bones, related injuries, physical harm, etc.).
- The dog has been bred, on purpose or accidentally.
- Feeding this dog anything other than a species-appropriate diet with additional nutritional foods and supplements. [Note: a species-appropriate diet consists of raw or freeze-dried raw dog food.]
- Evidence of strenuous exercise or no exercise.

For purposes of this agreement, a reputable veterinarian is one who is duly licensed by the state in which he practices and maintains an active, full-time private practice of which the care of dogs owned as pets is the most significant element of his practice.

If, for any reason, CBG is required to care for a reserved/purchased/returned puppy after 8 weeks of age, a daily fee for care and feeding of \$75.00 a day will be charged.

Cost of Returns: Should an animal purchased under this agreement be returned for any reason whatsoever, the Buyer accepts responsibility for, and shall pay, without recourse against CBG, all transportation expenses, veterinary charges, crate fees, air freight charges, and transport fees to and from the involved airports. If CBG is required to quarantine a returned puppy/dog for any reason, a daily fee of \$150 will be charged, plus any expenses incurred such as cleaning, containment, etc. Any Veterinary Expenses incurred while the puppy is in CBG's care will be the owner's responsibility, with a 10% surcharge in addition to time and travel expenses.

If at any time a refund is offered for a puppy sold under this agreement, unless specified in this agreement as a "Full Refund," it will be made minus CBG's expenses as specified in this agreement and minus the NON-REFUNDABLE Deposit. The refund will be made when CBG's obligation under California's Pet Protection Law and/or the Guarantee as specified in this Agreement has been satisfied.

Modification: This agreement may be modified only by a written agreement signed by all parties. There shall be no oral modifications to this agreement.

Arbitration/Venue/Choice of Law: The parties to this Agreement hereby agree that should any dispute arise out of this transaction, venue shall be Sacramento, California. The parties further agree that should alleged damages be less than \$5,000,



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the matter shall be submitted to Sacramento Small Claims Court for resolution; if the alleged damages exceed \$5,000, the parties agree to binding arbitration under the rules of the American Arbitration Association. The parties further agree that this Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California.

Severability: If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable, and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

California Pet Purchaser Protection Law

California law requires CBG to inform Buyers of the "California Pet Purchaser Protection Law."
https://www.consumeraffairs.com/pets/lemon_ca.html

§ 122070. Sale of ill or diseased dog; purchaser's remedies. (a) If a licensed veterinarian states in writing that within 15 days after the purchaser has taken physical possession of a dog following the sale by a CBG, the dog has become ill due to any illness or disease that existed in the dog on or before delivery of the dog to the purchaser, or, if within one year after the purchaser has taken physical possession of the dog after the sale by a CBG, a veterinarian licensed in this state states in writing that the dog has a congenital or hereditary condition that adversely affects the health of the dog, or that requires, or is likely in the future to require, hospitalization or nonelective surgical procedures, the dog shall be considered unfit for sale, and the CBG shall provide the purchaser with any of the following remedies that the purchaser elects:

- (1) Return the dog to the CBG for a refund of the purchase price, plus sales tax, and reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed the original purchase price of the dog, including sales tax.
- (2) Exchange the dog for a dog of the purchaser's choice of equivalent value, providing a replacement dog is available, and receive reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed the original purchase price of the dog, plus sales tax on the original purchase price of the dog.
- (3) Retain the dog, and receive reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed 150 percent of the original purchase price of the dog, plus sales tax.

(b) If the dog has died, regardless of the date of death of the dog, obtain a refund for the purchase price of the dog, plus sales tax, or a replacement dog of equivalent value of the purchaser's choice, and reimbursement for reasonable veterinary fees for diagnosis and treatment of the dog in an amount not to exceed the purchase price of the dog, plus sales tax, if any of the following conditions exist:

- (1) A veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a CBG.
- (2) A veterinarian, licensed in this state, states in writing that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a CBG.

____ / ____ I (We) have read, understand, and agree to abide by the terms of the items contained in this Agreement. I understand that this document contains the entire agreement of the parties and shall be binding upon the parties signing, as well as their heirs, successors, and legal representatives.



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Puppy Information Addendum

Buyer Name (Printed): _____

Signature of Buyer: _____

Date: _____

Buyer Name (2) (Printed): _____

Signature of Buyer (2): _____

Date: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

The Guarantee is valid only if the puppy is fed a raw or freeze-dried raw diet. It is void if the puppy is fed kibble.

This section is to be completed by Crème Brûlée Goldens

Puppy's Date of Birth: _____

Gender: ____ Male ____ Female

Puppy's Color: _____

Collar Color/ID: _____

Dam Name: _____

AKC: _____

Sire Name: _____

AKC: _____

Crème Brûlée Goldens: Edward or Yvette Kroesing

Signature of Crème Brûlée Goldens: _____

Date: _____

Phone: 916.792.3928

Email: ekroesing@aol.com



Welcome to Our Crème Brûlée Family!