

Smith Valley Gun Dogs Puppy Sales Contract, Conditions & Health Guarantee

Date of Sale: _____

Purchase Price: _____ Deposit Amount & Date Paid: _____

Buyer'(s) Name(s): _____

(CKC application for Transfer of Ownership will include the names listed above.)

Primary Buyer's Home Address: _____

(Where dog will be residing. Include house number, street, city, province/state, country & postal code/zip)

Primary Buyer's Mailing Address: _____

(if different from home address)

Primary Buyer's Home Phone: _____, Cell Phone: _____

Fax: _____, Email: _____

Seller's Name: Smith Valley Gun Dogs c/o Andrea & Mark Smith

Address: 253026 Range Road 254 Strathmore, Alberta, Canada T1P 1K5

Mailing: Box 31, Site 19, RR 2 Strathmore, Alberta, Canada T1P 1K5

Home Phone: 403-934-0072, **Cell:** 403-899-6113, **Email:** andrea@smithvalleygundogs.com

Puppy's Name: _____

Puppy Microchip #: _____

Puppy CKC Registration #: _____

Puppy Date of Birth: _____

Which is the product of the breeding between:

Dam Name: Blue Jade

CKC Registration #: 1116758

Stud Name: RiverMist Broxden Make Mynah Double

CKC Registration #: 1119491

Seller Signature: _____ **Date:** _____

Buyer Signature: _____ **Date:** _____

Conditions of Sale

1. At the expense of the Seller and prior to sale and registration, each puppy will be individually identified with a microchip.
2. At the expense of the Seller, the litter will be registered with the CKC. Upon full receipt of payment and delivery of the puppy the Seller will provide to the Buyer registration documents, complete the CKC transfer of ownership and register with the CKC each individual puppy in the name of the Buyer. Canadian law requires that the Buyer receive their puppy's individual CKC Certificate of Registration within six months of the date of sale.
3. The Buyer agrees to use the CKC registered name as assigned by the Seller.
4. The Seller will register each puppy as a limited registration, meaning a non-breeding agreement. This limited registration requires that the dog never be used for breeding purposes, prevents the registration of any progeny with the CKC and further prevents the representation of progeny as purebred.

If the dog is used for breeding purposes prior to removal of the limited registration, either accidentally or deliberately, all Health Guarantees of said puppy / dog are void.

5. At the expense of the Buyer, the Buyer may apply to the Seller for removal of the limited registration. Considerations of the Seller may include but not limited to:

- After the age of 24 months, the dog is tested and results registered with the OFA demonstrating the dog to be free of hip dysplasia
- At the ages determined appropriate by the OFA, the dog is tested and results registered with the OFA and/or CERF demonstrating the dog to be free of elbow dysplasia, patella luxation, cardiac abnormalities, eye and thyroid disease
- The dog shows no indication of inheritable, genetic disease
- The dog shows no indication or history of epilepsy, auto-immune or other health disorders
- The dog conforms to the CKC Brittany standard and has no disqualifying faults
- The dog has received either a CKC or AKC conformation Champion title
- The dog has received any CKC Field Test title, AKC Hunt Test for Pointing Breeds title, NAVHDA Test Pass with a Prize 1 classification or any Field Trial Champion title.

6. In consideration of evolving medical research, the Seller strongly requests that the Buyer delay spay or neuter of the dog until it as at least 12 months old. Prematurely removing the reproductive hormones has been associated with increased incidents of hip dysplasia, ligament injury and certain types of cancer and can negatively impact metabolism, growth and muscle mass.

7. The Buyer agrees that they shall provide the dog with proper shelter at all times and keep it housed securely indoors. The Buyer agrees that the dog shall never be left unattended in an outdoor yard, dog run or kennel. The dog shall not be neglected, allowed to roam free or be mistreated in any manner.

8. The Buyer agrees that they shall provide the dog with adequate medical care throughout the dog's life including annual examinations and immunizations as recommended by a licensed veterinarian. The dog shall receive adequate nutrition and care shall be taken to maintain a healthy weight.

9. The Buyer understands and accepts the personal, financial and time commitment required to adequately care for the dog and confirms that the Buyer's housing or accommodation permits the keeping of this dog on the premises.

10. In the event that the Buyer wishes to sell or transfer ownership of the dog for any reason, the Buyer agrees to give the Seller first right of Transfer of Ownership. Payment terms will be negotiated on a case-by-case basis.

11. In the event the Buyer is unable or unwilling to maintain adequate care or ownership of the dog for personal or financial reasons, the Buyer agrees to give the Seller first right of Transfer of Ownership. Payment terms, if any, will be negotiated on a case-by-case basis. The Buyer may forfeit payment or refund as the Seller would be assuming all custodial and financial responsibility for the dog.

Buyer's Signature: _____ **Date:** _____

The signature of the Buyer indicates full understanding and acceptance of the above listed conditions of sale.

Health Guarantees

Seven-Day Full Health Guarantee

1. The Seller guarantees that on the date of sale, the puppy is current on all vaccinations as required by a licensed veterinarian. Individual vaccination records will be provided to the Buyer by the Seller.
2. The Seller guarantees that within 2 days prior to the date of sale, the puppy has been examined by a licensed veterinarian and found to be in good health with no indication of infection or disease. Individual examination records will be provided by the Seller.
3. The Seller will guarantee the health of the puppy against pre-existing conditions for seven days following possession by the Buyer, contingent upon the Buyer fulfilling all of the terms listed in point 4.
4. Once the Buyer takes possession of the puppy, the Buyer shall take every measure necessary to protect the health and safety of the puppy. Within seven days of receipt of the puppy and at their own expense, the Buyer shall take the puppy for a complete examination to confirm the health of the puppy to the satisfaction of a licensed veterinarian.
5. The Seller requires that the Buyer take possession of the puppy in person and that transportation of the puppy to the Buyer's home be continuously attended by the Buyer. Alternate representatives for the Buyer may take possession and/or transport the puppy only if pre-authorized by the Seller. No arrangements will be made for a puppy to be shipped by unattended air cargo or truck transport.
6. If the puppy is diagnosed with a pre-existing illness or disease by a licensed veterinarian during the seven-day health guarantee the Buyer has two choices of remedy:
 - a) The Buyer may return the puppy to the Seller and receive full refund of the purchase price. Transportation charges to be arranged on a case-by-case basis. Replacement puppies will not be available.
 - b) The Buyer may keep the puppy and receive from the Seller reimbursement of vet bills for treatment of the pre-existing condition up to but not exceeding the purchase price.

If the Buyer chooses b) as a remedy during the seven-day health guarantee, any future remedies offered in the 30-month limited guarantee may be null and void. That is to say the Seller will not, under any circumstance, refund to the Buyer any amount exceeding the original purchase price.

30-Month Health Guarantee

1. For a period of 30 months, the Seller guarantees that the dog will remain free of clinically diagnosed hip and elbow dysplasia provided the following conditions are met:
 - a) After the age of 24 months but before the age of 30 months and at the sole cost of the Buyer, radiographs taken by an OFA licensed veterinarian are submitted to the OFA for evaluation and certification.
 - b) The results are registered with the OFA database and a copy of the certificate provided to the Seller.
2. For a period of 30 months, the Seller guarantees that the dog will remain free of the following disorders definitively diagnosed by a licensed veterinarian using the methods and test frequency recognized by the OFA: congenital heart disease, congenital deafness, inherited eye disease, idiopathic epilepsy, patellar luxation and autoimmune thyroiditis.
3. If the dog is diagnosed with any of the disorders covered by the 30-month guarantee, the Seller will refund to the Buyer one-half of the purchase price upon proof of spay or neuter. Replacement puppies will not be available. If the Buyer chooses b) as a remedy during the seven-day health guarantee, any remedy offered in the 30-month limited guarantee may be null and void. That is to say the Seller will not, under any circumstance, refund to the Buyer any amount exceeding the original purchase price.

Other than the guarantees described herein, the Seller does not warranty or guarantee the puppy / dog's conformation or show quality, hunting instinct, behaviour, coat, teeth or reproductive capability.