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PET – SHOW – BREED Sales Agreement & Contract

Agreement for purchase of one _____ Newfoundland Dog. Born: _____

Microchip No.: _____ Litter Registration No: _____

Registered Name: **PrairieHome** _____

Sire: _____ Dam: _____

Breeders: Heidi Ball & Jaylene Vye, PrairieHome Perm, Newfoundland

This dog/bitch will sell for the sum of \$ **\$3200.00**. Deposit: **\$500.00 (Non-Refundable)**
To be paid by Certified Check, Money Order or personal check clears bank, before Newfoundland leaves Breeders premises, all shipping and transportation charges to be paid by the Buyer)

Owner(s):

Telephone:

Email:

This agreement/contract is made between PrairieHome Perm Newfoundland and

_____, (Buyer(s)/Owner(s) on (Date): ____/____/____

Condition of sale

1. Newfoundland Puppy/Dog/Bitch is sold on a NON-Breeding contract, registered with the Canadian Kennel Club (should receive CKC Registration for your puppy within 6 months from Breeder). The non-breeding contract will be cancelled (if used for breeding/showing) once the Buyer(s)/Owner(s) or Co-owner provides to the Breeder appropriate documents (OFA) on the following health clearances on the dog/bitch: Hips, Elbows, Heart, Cystinuria, Thyroid, and has points towards his/her Championship. Breeder also must feel that the said dog/bitch is a good representative of the breed. Dog/Bitch must be two years old before breeding, and only after clearances. A cleared Bitch shall be bred only on alternating seasons; puppies born are to be registered with the appropriate registering organization for country of residence.
2. Breeder/Seller then agrees to sell Buyer(s) or Co-owner "Breeding Rights" for the sum of \$3000.00 after clause #1 is proven with OFA certificates, agreed to conditions for breeding, and is to be paid before Non-Breeding Registration is cancelled. Breeder is responsible for the cost of having the registration changed.
3. To ensure that this puppy is properly trained and socialized, the Breeder requires that the Buyer(s) agrees to enroll in a "Puppy Class" and or complete basic "Obedience Course/Program" by the age of 8 months. Every year thousands of dogs end up in shelters, due to unacceptable behavior. And for most end result is euthanasia, this requirement is a serious attempt to help your puppy become a well mannered family member and respected member in your community.

4. **The Buyer(s) cannot sell, mortgage, lease or give away this dog. If for any reason Buyer(s) can no longer keep, maintain, nor wants this dog, Buyer(s) must return this dog to the Breeder, along with the signed CKC registration papers, at no cost to the Breeder. The dog will be for resale, placement or disposal at the discretion of the Breeder. Under NO circumstances shall said dog be sold or given to an animal shelter, wholesaler, pet shop, or seized by the SPCA. BREEDER will always at any time take said dog back.**

5. Buyer(s) warrants and affirms that he or she is not acting as a part of, an agent or owner of a business that sells dogs or puppies (mixed or purebred). Buyer(s) will not sell, donate, nor lease this dog to any agent, pet store, guard dog business, wholesale outlet, shelter, human society or research facility.

6. Buyer(s) agrees to provide a safe, secure and humane environment for this puppy, his/her natural life. Buyer(s) must "LOVE" his/her puppy/dog/bitch. Dogs do feel this emotion.

7. Buyer(s) agrees to provide puppy with a fenced yard or, at least 20X20 kennel, with shelter, or the house, to protect the puppy from the weather, and NOT be chained or "tied out" or allowed to roam free. This puppy will never be allowed to travel in the bed of an open pickup truck.

8. Buyer(s) agrees to inoculate this dog against Rabies, Distemper, Parvovirus, and all the other communicable diseases as well as regular worming and heartworm preventive. Spaying or Neutering should be done at 1 year to 18 months of age (non-breeding agreement). As recommended by PrairieHome Perm. and or a licensed Veterinarian. Breeder must be brought to attention immediately to any major health problems or contract is void. We can't help puppy/dog/bitch if not aware. That is how we prevent problems from getting worse.

9. Buyer(s) agrees to properly groom puppy on a weekly basis, including but not limited to trimming nails, cleaning of ears, bathing and combing, Buyer(s) agrees not to allow puppy or adult Newf to accumulate mats. This prevents hot spots, etc, to keep skin healthy. The required care is all included in your package.

10. Buyer(s) agrees to supply this growing puppy with the recommended diet/supplements that the Breeder requires for the puppy's first year of life. Quality dog food should not contain BHA and BHT, Ethoxyquin, By-products, 50% grain, Artificial Flavors and Colour. See puppy feeding guide. **Obesity voids guarantee!**

11. Buyer(s) will ascertain that puppy be given daily activities (fetching, swimming etc.), contact and socialization with people/other animals, allow for the dog to be part of the family and member of the community, and to be taken to doggie and human events.

12. Buyer(s) agrees to maintain preventive care of this puppy in regards to Hip Dysplasia and Elbow injuries, such as proper exercise and preventing stress injuries (i.e. Not allowing puppy to jump from heights taller than itself at the shoulders, or forced exercise such as running or excessive walking until 24 months of age. Not to allow or maintain puppy on slippery surfaces, such as ice. Watching for gopher holes.) NEVER allow a child to climb on a growing puppy or adult Newf to ride it. Absolutely a NO!!!

Puppy Guarantee

This Newfoundland puppy has been examined and found to be in good health by a licensed Veterinarian. Each puppy has had his/her heart checked by a Cardiologist, 1st Vaccination, and Dewormed 3x with Strongid T. Each puppy has a M4S ID Microchip which is registered with CKC and the CANADACHIP national pet recovery program. Puppy is also enrolled in Petsecure (Pet Health Insurance) free for 6 weeks. Muchly loved and well socialized, sound sensitivity training and many hours of observation to determine personality types (temperament testing). He/She is in good health at the time of delivery/pick-up. The breeder has done her best to provide the Buyer(s) with a quality/promising dog. This is no way guarantees a "show" quality dog. Most breeders will agree that picking a "show" puppy at a young age is an educated guess at best. A complete "Puppy Package" goes home with each puppy as a gift from PrairieHome Perm. to help transitioning from our home to yours. Enjoy!

Buyer(s) may choose to have puppy examined by a licensed Veterinarian of their choice within 7 days of purchase (excluding holidays & weekends) to confirm the health of the puppy. If the Buyer's Veterinarian determines that the general health of the puppy is unsatisfactory, the Buyer(s) may return the puppy to the Breeder (at Buyer's expense) within 72 hours, for a full refund. A Veterinary certificate must accompany such a return if a refund is to be considered. PrairieHome Perm. reserves the right to a confirming diagnosis, by a Veterinarian of their choice, prior to issuing a refund.

PrairieHome Perm. Newfoundlands shall refund the purchase price (minus a \$1000 rehoming fee) to the Buyer(s) if the puppy is returned within (30) days of Buyer(s) taking possession, providing that the puppy is not injured of an act or omission of Buyer(s). Buyer(s) shall not be entitled to any refunds or damages/remedies. This provision is valid only if the Newfoundland is in the same condition as when it left Breeder, no exceptions.

1. To the best of the Breeder's knowledge, it would appear that all conditions mentioned below, may be genetically transferred from dam or sire to offspring within the Newfoundland Breed. It is imperative that all reasonable attempts be made to reduce/eliminate these conditions in this wonderful breed. Breeding from dogs who do not exhibit these genetic disorders is known to reduce the incidence of these conditions, but this is no guarantee. The Breeder hereby records that specialist Veterinarians/Cardiologists for these conditions have examined the dam

and the sire of your puppy, as an adult. The Buyer(s) agrees that these results have been provided to the Buyer(s) by the Breeder for the dam and the sire of this litter. These results also have been recorded by CKC (Canadian Kennel Club) OFA (Orthopedic Foundation for Animals) the WCVN (Western College of Veterinary Medicine - University of Saskatchewan). And finally, The Health Gene DNA Bank (Toronto, Ontario). Copies of Pedigree's, Registrations and Champion pictures of the sire and bitch are also provided to the Buyer(s) - (with the mentioned health certifications).

2. Breeder guarantees this Newfoundland puppy against **Crippling Bilateral Hip Dysplasia** for up to 18 months of age. ("Crippling Bilateral Hip Dysplasia" is defined for these purposes as changes in the hip joints which are manifested by lameness and inability to function as companion/pet.) **Congenital Heart Defect, Sub-Aortic Stenosis (SAS)** for up to two years of age. (SAS, so severe that they prohibit the puppy from living a normal, active life as companion/pet.) **Maintaining this puppy/dog/bitch in an overweight condition, at any stage of life, will automatically void the Hip Dysplasia and Congenital Heart Defect/SAS Guarantee in this contract. Proper weight is defined as easily palpable ribs.**

3. Buyer(s) shall notify Breeder in writing of any claims of Crippling Bilateral Hip Dysplasia or Congenital Heart Defect/SAS within fifteen (15) days after a Veterinarian makes such diagnosis. If Buyer(s) fails to notify Breeder, Buyer(s) shall forever waive and relinquish said claims and shall forever waive and relinquish any refund or replacement for said claims. Further, Buyer(s) must do all of the following or Buyer(s) waives any and all health guarantees contained herein:

For a Claim of Crippling Bilateral Hip Dysplasia

1. Furnish a signed document from a Certified Veterinary Surgeon dated on or "before" the dog is 18 months old, that indicates the following:

- The puppy/dog/bitch Microchip Number.
- The date each x-ray was taken: with the CKC registration number of the puppy/dog/bitch on the x-ray.
- There is no reasonable basis to believe that the Hip Dysplasia was caused by trauma and said puppy/dog is not and has not been kept in an overweight condition. Buyer(s) responsible for all expense incurred related to the Dog/Bitch.
- To reasonable degree of Veterinary certainty, puppy bilateral hip dysplasia is crippling and that:
 - a. as the sole consequence of said Hip Dysplasia, the dog must be euthanized before it is 18 months old or
 - b. it is recommended that the dog undergo surgical correction of said Hip Dysplasia before it is 18 months old AND

2. Have the hip x-rays submitted to the Orthopedic Foundation For Animals - OFA (in Columbia, MO) before dog is 18 months old, have said Veterinarian verify that he or she (and not the Buyer(s) submitted x-rays to OFA and have the interpretations of said x-rays by OFA indicate that Hip Dysplasia is a Bilateral Subluxation and is classified as "SEVERE". Buyer(s) shall provide Breeder with a correct copy of OFA (Preliminary Consultation Report) within (15) days of receipt. If Buyer(s) fails to notify Breeder or provide said verification by the Veterinarian taking said x-rays, and OFA report, Buyer(s) shall forever waive and relinquish said claims and shall forever waive any relinquish any refund or replacement for said claims.

For a Claim of Congenital Heart Defect, Sub-Aortic Stenosis

1. Buyer(s) must furnish a letter from a Veterinary Cardiologist before the dog is 2 years old that indicates the following:

- a) The puppy/dog/bitch Microchip Number and the CKC Registration number.
- b) He/She has examined Dog/Bitch at the date of examination, not in an overweight condition.
- c) That the examination has revealed, to a reasonable degree of Veterinary certainty that said Dog/Bitch has a Congenital Heart Defect (Sub-Aortic Stenosis).
- d) And or said Puppy/Dog/Bitch must be euthanized due to defect of genetic origin (such act must not be committed without Breeders consent)

2. If euthanasia is preformed without consulting of the Breeder or against the wishes of the Breeder, the Buyer(s) will not receive refund or replacement puppy.

3. The Breeder is not and will not be responsible for any expense incurred related to the Dog/Bitch.

4. Inability of the Dog/Bitch to obtain OFA/OVC or other certification by itself does not constitute a crippling or hereditary defect. Breeder reserves the right to have the dog examined by a Veterinarian/Specialist of their choosing before a final decision is made on any health guarantees.

Conditions OF Replacement

1. In addition to the Veterinarians/Cardiologist statements listed above, and for the Breeder to consider

replacement of puppy or refund, replacement conditions are as follows:

- a) A copy of Euthanasia certificate, if this had to be done, with Breeders consent.
- b) Puppy/Dog/Bitch must be returned to PrairieHome Perm. and Buyer(s) agrees to sign the necessary papers to transfer the sole ownership of the puppy/dog/bitch back to PrairieHome Perm. Newfoundlands. This includes the CKC registration.
- c) The dog/bitch must not have whelped or sired a litter after placement with the Buyer(s). (Breeding contract - may not apply to you.)
- d) The original Buyer(s) must own the puppy/dog/bitch.
- e) If PrairieHome Perm. Newfoundlands chooses to replace the Puppy/Dog/Bitch, it will be of approximately equal quality in terms of conformation. It will be when one is available (this could take up to 24 months) on Breeders terms, otherwise a refund is the next options if no puppy is available.
- f) All shipping cost on the replacement puppy will be the responsibility of the Buyer(s). Shipping/handling/delivery/transportation/flying costs, if applicable, must be paid in full by the Buyer before puppy leaves premises.
- g) Whatever reason the Buyer(s) decides to keep Puppy/Dog/Bitch with know above health conditions (heart or hips), does not comply with conditions (a, b, c, d, h, and i) only half of refund will be given, and no future puppy/dog/bitch will be replaced. This is your choice!
- h) The final decision to replace the puppy or give a refund will be at the sole discretion of PrairieHome Perm. Newfoundlands.
- i) In all the conditions listed in this contract with provisions to replacement of the puppy, the replacement will be considered only if there is no damage to the puppy brought on by accident, abuse, and or neglect. If the puppy requires veterinary care as result of neglect or abuse by the Buyer(s) or their agent, these costs are the responsibility of the Buyer(s).

2. The failure of PrairieHome Perm. Newfoundlands/Breeder to insist upon strict performance of any of the terms of this Contract shall not be deemed a waiver of any of the PrairieHome Perm. Breeder rights to remedies and shall not be deemed a waiver of any subsequent breach or default in any of the terms contained in this Contract.

3. The provisions of this sale agreement are to be considered servable. If any section, paragraph, sentence, word or phrase of this agreement were declared invalid for any reason by a court of competent jurisdiction, such invalidity thereof shall NOT affected any other portion of this agreement, which shall remain in full force and effect.

4. It is agreed and understood that any and all costs and expenses necessary to implement or perform any term, covenant or condition of this contract shall be borne solely by the Buyer(s), unless otherwise stated herein. Any and all reasonable costs incurred by the PrairieHome Perm. Newfoundlands/Breeder to enforce the terms and conditions of this contract will be paid by the Buyer(s). The Buyer(s) agrees that any willful failure to adhere to this contract will result in the release of the PrairieHome Perm. Newfoundlands/Breeder from any and all guarantees and any further obligation under this agreement. Furthermore, the penalty for violation of any part of this contract/agreement by the Buyer(s) shall immediate forfeiture of the dog and signed registration papers to PrairieHome Perm. Newfoundlands/Breeder, and the sum of (10,000.00 CAN), paid to PrairieHome Perm. Newfoundlands Breeder in the form of a cashier's check within (30)days of the discovery of the violation. The Buyer(s) also agrees that failure to return the dog and or if any offspring's in accordance with the instructions given by the Breeder shall entitle the Breeder to enter in and upon any premises wherein the dog is being kept without being in breach of the peace or otherwise being deemed in violation of the law. Do understand that this contract is for the well being of this puppy and I take the commitment your about to make seriously.

5. This Contract may not be amended or modified, except by writing and dated by PrairieHome Perm. Newfoundlands/Breeder and Buyer(s).

6. Any and all disputes arising from this agreement shall be governed by the Court of Queen's Bench, Venue shall be in Edmonton, Alberta only, Buyer(s) shall not institute a claim or suit against PrairieHome Perm. Newfoundlands/Breeder in other than Edmonton, Alberta, Canada. Further, Buyer(s) shall waive any objection to Prairie Home Kennels/Breeder instituting a claim or suit against Buyer(s) in Edmonton, Alberta, Canada relating to this agreement.

7. No court action shall be effective unless commenced within one (1) year of the date of which dispute arose. If such court action is not taken within such a time period, the party alleging the dispute shall deemed to have waived the cause of action and shall be barred from any remedy, at law or equity, pertaining to the dispute or facts and/or issues giving rise to relating to the dispute.

By signing below, we understand and agree to abide by the terms of this entire Contract/Agreement, consisting of 5 pages and we intend to be legally bound by this Contract/Agreement.

► **To be notarized or commissioned prior to visiting PrairieHome Perm. Newfoundlands to obtain your Beautiful Newfoundland Puppy. Fill out in front of Notary and each page initialed on bottom right. This is protection for you as a Buyer(s), and me as the Breeder, and most of all, the “puppy”. I hope you understand for such a lengthy contract. ☺**

Buyer(s)/Owner(s):

Dated: / /

Address

City/Town:

State/Province:

Postal Code:

Telephone (Home):

Cellular:

Fax:

Work#:

Email Address:
