

Dias del Cavalier King Charles Spaniel  
Puppy Purchase Contract

## Table of Contents

PART A – AGREEMENT BETWEEN SELLER AND BUYER	1
1 THE PUPPY	2
2 CONTRACT PRICE	2
3 PAYMENT	2
3.1 Deposit	2
3.2 Final Payment	2
4 DELIVERY	3
5 UNABLE TO FULFILL THE CONTRACT	3
6 NAMING	3
7 SELLER GUARANTEES	3
8 HEALTH DEFECT DIAGNOSIS AND REMEDIES	4
8.1 Diagnosis	4
8.2 Remedies	4
9 BUYER’S OBLIGATIONS	5
9.1 Confirm Good Health	5
9.2 Quality Care	5
9.3 Medical Expenses	5
9.4 Breeding	5
10 JURISDICTION	6
Part B – DEFINITIONS	7

## **PART A – AGREEMENT BETWEEN SELLER AND BUYER**

This Puppy Purchase Contract (**the “Contract”**) is made as of the

\_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

by and between

Pam Maison  
Dias del Cavalier King Charles Spaniel  
100 16th ave SE  
Salmon Arm BC V1E 0G3  
Phone: 250-674-0072  
Email: [pamsplace@hotmail.ca](mailto:pamsplace@hotmail.ca)

hereinafter called the "Seller"

and

---

(First & Last Name)

---

(Mailing Address)

---

(City, Province, Postal Code)

---

(Email Address)

---

(Telephone)

hereinafter called the "Buyer".

## 1 THE PUPPY

- 1.1 Upon paying the Deposit, the Buyer is reserving one puppy (the “**Puppy**”) from the litter born to **<Enter name of Sire>** (Sire) and **<Enter name of Dam>** (Dam).
- 1.2 The Puppy will have the characteristics described in Table 1.

**Table 1: Puppy Characteristics**

Date of Birth:	
Sex:	
Colour:	
Registered (Y/N):	
Other:	

## 2 CONTRACT PRICE

- 2.1 The Contract Price is:

**<insert contract price in writing>** 00/100 dollars \$ **<insert number>**

---

- 2.2 The Contract Price includes:

- (a) Puppy;
- (b) The following vaccines and treatments:
  - (1) DAPP,
  - (2) Two, four, and six-week Strongid-t deworming; and
  - (3) Three days of Panure;
- (c) Binder with Puppy’s health and parents’ genetic testing records; and
- (d) Microchipping.

## 3 PAYMENT

### 3.1 Deposit

The Buyer will immediately pay to the Seller a Deposit of \$ **<enter deposit amount>** to reserve the Puppy.

### **3.2 Final Payment**

The Buyer will pay to the Seller the Contract Price less the Deposit eight weeks after the Date of Birth.

## **4 DELIVERY**

- 4.1 The Buyer will take possession of the Puppy (“**Delivery**”) no earlier than eight weeks and no later than nine weeks after the Date of Birth unless the Buyer and Seller agree otherwise.
- 4.2 The Buyer is responsible for picking up the Puppy from the Seller’s address or making arrangements at the Buyer’s expense for delivery.

## **5 UNABLE TO FULFILL THE CONTRACT**

- 5.1 In the even the Buyer is unable to fulfill the Contract for any reason, the Deposit will not be refunded, but may be applied to a future purchase from the Seller.
- 5.2 If the Seller is unable to fulfill the Contract for any reason, the Buyer may choose to have the full Deposit refunded or to have the Deposit applied to a puppy from a future litter.

## **6 NAMING**

If the Puppy is a registered dog, it will be named after the Dias Del Cavalier King Charles Spaniel.

## **7 SELLER GUARANTEES**

- 7.1 The Seller will certify that, to the best of the Seller’s knowledge, the Puppy is in good health at the time of Delivery.
- 7.2 The Seller guarantees for 24 months following the Date of Birth against the following conditions:
  - (a) hereditary degenerative eye defects;
  - (b) hereditary malformation of the hip joint; and
  - (c) degenerative mitral valve diseases.
- 7.3 The Seller does not guarantee against:
  - (a) any form of hip subluxation; or
  - (b) mild or moderate hip dysplasia patella luxation.
- 7.4 The Seller does not accept any responsibility for conditions or defects resulting from:

- (a) Environmentally-caused hip dysplasia or patella luxation;
- (b) Abuse;
- (c) Accident;
- (d) Malnutrition;
- (e) Lack of exercise;
- (f) Disease; or
- (g) Breeding/birthing.

7.4.1 If the Puppy is not in the name of the Buyer at the time of diagnosis, the Seller's guarantees in Section 7.2 are null and void.

## **8 HEALTH DEFECT DIAGNOSIS AND REMEDIES**

### **8.1 Diagnosis**

8.1.1 If the Buyer believes the Puppy has one of the conditions guaranteed against in Section 7.2, the Buyer will seek a diagnosis from a licensed veterinarian.

8.1.2 All expenses incurred in the diagnosis and treatment are the sole responsibility of the Buyer.

8.1.3 If the diagnosis confirms one of the conditions in Section 7.2, the Buyer will submit in writing, at the Buyer's expense, within 14-days of the original diagnosis the following:

- (a) Name and contact information of the diagnosing veterinarian;
- (b) Clinical results;
- (c) X-rays and ultrasounds (where applicable).

8.1.4 The Seller reserves the right to obtain a second opinion of the diagnosis from a veterinarian of the Seller's choosing.

8.1.5 For the purposes of this Section 8.1, an opinion from the OFA will not be acceptable.

### **8.2 Remedies**

8.2.1 If the Puppy is diagnosed under Section 8.1, the Buyer will be entitled to choose from the following remedies:

- (a) Keep the Puppy and receive a 50 percent refund of the Contract Price; or
- (b) Return the Puppy to the Seller and select a new puppy of the same quality, sex and color as soon as one becomes available to the Seller.

- 8.2.2 If the Buyer chooses to keep the Puppy as in (a), the guarantees provided in Section 7.2 will no longer apply.

## **9 BUYER'S OBLIGATIONS**

### **9.1 Confirm Good Health**

- 9.1.1 The Buyer will, within 72 hours of Delivery, of the Puppy consult with a licensed veterinarian to confirm the good health of the Puppy.
- 9.1.2 If the veterinarian finds the Puppy not in good health, the Buyer will immediately return the Puppy to the Seller and provide the Seller with all veterinarian documentation.

### **9.2 Quality Care**

- 9.2.1 The Buyer acknowledges that good-quality food, vitamins, and exercise are vital for Puppy's good health and happiness.
- 9.2.2 The Buyer acknowledges that Puppy is a house dog and will not be left alone outdoors for extended periods.
- 9.2.3 The Buyer is responsible for consulting with a licensed veterinarian regarding vaccinations required in the Buyer's area and for ensuring that Puppy's vaccinations are kept current.

### **9.3 Medical Expenses**

- 9.3.1 Notwithstanding Section 7.2 or anything else in this Contract, the Buyer is responsible for all medical expenses related to Puppy's care. The Seller will not compensate for any medical expenses for any reason.

### **9.4 Breeding**

- 9.4.1 The Buyer agrees that the Puppy is purchased as a pet only and will not be used for breeding.
- 9.4.2 The Buyer acknowledges the Puppy has not been spayed or neutered at the time of Delivery.
- 9.4.3 The Buyer agrees to have the Puppy spayed or neutered by a licensed veterinarian no later than 12 months after the Date of Birth unless advised otherwise by the veterinarian.

## 10 JURISDICTION

The Contract is a legal binding agreement between the Buyer and the Seller under the jurisdiction of the Province of British Columbia. Buyer and Seller agree that if there is any dispute regarding the terms of the Contract, the legal venue will be in the Province of British Columbia at the district and city of purchase.

In witness whereof the parties hereto have executed this Contract.

---

Buyer Signature

---

Seller Signature

---

Buyer Name

---

Seller Name



## **PART B – DEFINITIONS**

The following definitions apply to this Puppy Purchase Contract:

“**Contract**” means this Puppy Purchase Contract.

“**Contract Price**” means the price set out in Section 2.1.

“**Date of Birth**” means the date in Table 1.

“**Delivery**” means the date the Buyer takes possession of the Puppy.

“**Deposit**” has the meaning set out in Section 3.1.

“**Puppy**” has the meaning set out in Section 1.

“**OFA**” means the Orthopedic Foundation for Animals.