

SHOREBIRD STANDARD POODLES PET PROSPECT CONTRACT

Gina Finch, of _____ (the 'Breeder'), and
_____, of _____
_____, (the 'Purchaser')

agree that: **UPON PAYMENT** of the sum of **\$2700.00** from the Purchaser to the Breeder (the purchase price) AND the signing of this contract, which signifies the Purchasers agreement to all **TERMS, CONDITIONS** and **CLAUSES** governing the sale; the Breeder grants, sells, conveys ownership of the following pet prospect Dog (as described), to the Purchaser. The Breeder now holds no responsibility in any form for the Dog described, other than what is expressed herein, and the Purchaser agrees to indemnify and hold harmless Breeder for any liability, which may occur involving the following Dog (**the 'Dog'**), described as:

Microchip: _____, DOB: _____ Gender: _____

CKC Registration Name: _____ Breed: Standard Poodle

Purchaser agrees to be liable for all transportation fees, expenses, and miscellaneous agreed upon fees, not limited to: DNA testing, shipping kennel, wages lost, vet bills, flight/customs health certificates, certified pedigree, export pedigree, and gas, that are incurred by the Breeder for the Dog and must be paid in full to the Breeder a minimum of seventy two (72) hours prior to Dogs departure. Purchaser agrees that Breeder is not liable in any shape or form, for injury or death of Dog during transportation and delivery.

SECTION 1: WARRANTIES

- A. **Legality of Sale** - Breeder warrants that they are the legal owner of the Dog, that has full rights and authority to sell the Dog, and the Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- B. **Registration** - Breeder warrants that the Dog is a purebred Standard Poodle, and is eligible for Canadian Kennel Club registration. Breeder will register the Dog with non-breeding registration using the CKC non-breeding agreement, signed by both parties, into the Purchasers name.
- C. **ISO Microchip** - Breeder warrants that an ISO international microchip (TROVAN) has been implanted into the Dog.
- D. **Limited Short-Term Health Warranty** - Breeder agrees to refund purchase price minus the deposit upon return of Dog to Breeder or, at Breeders discretion, to replace Dog at no charge to Purchaser except transportation and any incidental fees related to travel, if within 72 hours the dog is found to be suffering from communicable disease, attributable to the Breeder, as determined by a licensed veterinarian and confirmed by lab results. Warranty is limited to the amount of purchase price minus the deposit, and does not include incidental expenses or veterinary bills incurred by the Purchaser. Discovery of the disease within 72 hours of Purchaser taking possession of dog must be documented in writing from the veterinarian, including relevant lab results and testing, and presented to the Breeder within one week of taking possession of the puppy. Failure by Purchaser to have the Dog examined within the seventy two (72) hour period will nullify this warranty. If Purchaser chooses to keep the Dog, regardless of Veterinarians negative findings, no replacement will be given, nor any monies refunded, and all medical costs and other treatment costs or costs relevant to the dog in every way **are the sole responsibility of the Purchaser in FULL**. In the event that the dog is acquired on a weekend/holiday, the warranty begins at 8:00 AM on the Monday/next working day. Warranty does NOT cover: Allergies, umbilical hernias that are not lethal, mild heart murmurs that, as determined by a vet, most likely will be outgrown with age, nor any internal (i.e. Giardia, Coccidia or Worms etc.) or external parasites (i.e. fleas, ticks, lice etc.), which will NOT be grounds for any refund nor replacement.

Purchasers Initials _____

- E. **Limited Genetic Health Warranty** - Breeder agrees to refund the full purchase price minus the deposit if Dog is not able to function as a family pet due to severe lameness caused by hip dysplasia as verified by an official OFA rating, or full blindness in both eyes (prior to 3 years of age), of which is proven to be of genetic origin, in writing, from a board certified canine ophthalmologist and accompanied by lab and test results as proof. Purchaser must contact Breeder within thirty days of the day the vet diagnosis Dog with one of the above mentioned genetic defects. Vet must state in writing that it has "*caused permanent crippling and pain to Dog and is from a genetic origin*", with attached proof. Proof of any claim must be made in writing directly from Purchaser's veterinarian to Breeder. Breeder has the right to get the Dog re-examined by Breeders chosen veterinarian, at Breeders expense. This warranty is valid for the first original purchaser only.

Breeder Signature: _____ Date: _____

SECTION 2: NON-BREEDING CLAUSE

- A. Purchaser agrees to have Dog spayed/neutered between 12 to 18 months of age. A Veterinarian signed letter stating that dog has been spayed/neutered accompanied by a PICTURE of the incision shall be texted/mailed to the Breeder within 7 days of surgery, and dated BEFORE the dogs 18 month birth date. Default of any of this clause, or if this Dog ever has a litter, the entire Genetic Health Warrantee is completely void.
- B. This Dog is being sold on a CKC non-breeding agreement and no litters are eligible for registration with the CKC by the Purchaser. The Dogs semen, and eggs remain the PROPERTY OF THE BREEDER INFINITELY. Purchaser agrees to practise due diligence and take reasonable precaution to avoid the breeding of this Dog. Specifically, keeping the in heat female Dog away from other intact male dogs for **one full month** starting from the first signs of heat (bleeding) and keeping the male dog away from intact female dogs and public areas were they might be.
- C. **FEMALE DOG:** If an accidental breeding is witnessed, Purchaser agrees to get Dog spayed within 7 business days after the end of a heat cycle regardless of her age. If breeding was not witnessed and Dog is pregnant or births pups, the Dog and her unweaned litter, will be placed into the Breeders possession immediately. The Purchaser will pay to have the Dog spayed while in the Breeder's possession after weaning, at which time the Dog will be returned to Purchaser AFTER all fees and expenses are paid in full. Purchaser will be responsible for a \$600 month boarding expense fee for the duration that the dog is with Breeder, and all vet, microchipping, whelping, raising expenses for Dog and resulting litter are the full responsibility of the Purchaser. Purchaser will not hold Breeder liable for the Dog if death or injury occurs during or after whelping and raising of the litter whilst in the Breeders care. If the litter is eligible for registration, Purchaser agrees to sign all papers necessary to register resulting progeny into Breeders name. All resulting puppies from this Dog are the FULL PROPERTY of the Breeder.
- D. **MALE DOG:** A fine of \$5000 is owned to the Breeder from the Purchaser within 7 days of resulting litters birth. Dog must be neutered within those 7 days and proof supplied to the Breeder from the Purchasers Veterinarian. The puppies are not eligible for registration.
- E. **If any litter from Dog is hidden from Breeder** (can be confirmed via DNA testing) Purchaser agrees to pay Breeder liquidated damages in the sum of \$10,000.00 per litter, and the parties agree the said sum is a genuine pre-estimate of damages to the Breeders line and reputation and Breeders loss.

Purchaser Signature: _____

SECTION 3: TERMS AND CONDITIONS OF SALE

- A. **Dogs Registered Name** - Purchaser agrees that Breeder will choose the CKC REGISTRATION NAME (not pet/call name) of Dog, and that it legally is unable to be changed at any time.

- B. **Contact Information** - Purchaser agrees to notify Breeder of any change of address, e-mail, or phone number, for the duration of Dogs lifetime.
- C. **Over-Exercise and Jumping** - Purchaser agrees to not allow Dog to partake in any stressful exercise until the Dog reaches at least 14 months. (i.e. jumping over elbow height, running while connected to a bike or sled) *If the above has been practiced with Dog, the Genetic Warranty is null or void.*
- D. **Weight and Nutrition** - Purchaser agrees to keep Dog at a comfortable slim weight for Dogs entire lifetime. If Dog is 10 pounds overweight, all Genetic Warrantees are null or void. If over 20 pounds overweight, this is considered neglect and abuse, and Breeder, or Breeders agent, have the right to repossess Dog and Purchaser agrees to sign all CKC registration papers of Dog into the Breeders name at Breeders request, and/or gives the CKC and any other registration bodies permission to change Dog's ownership back into the name of Dog's Breeder. Purchaser agrees to feed a dog food in which the protein content comes from animal sources and NOT from *legumes/soy/peas/lentils*, nor vegetarian or vegan foods.
- E. **Yearly Update and Photo** - To send at least 1 coloured photograph no smaller than 5 X 7, and a short note about the Dog to the Breeder(s), at least once a year. Can be through e-mail/text.
- F. **Returning Dog to Breeder** - ***THAT UNDER NO CIRCUMSTANCE IS THIS DOG EVER TO BE SURRENDERED TO A SHELTER, GIVEN AWAY, OR SOLD TO A NEW HOME, OR DESTROYED*** (unless dog is in incurable PHYSICAL pain with veterinary proof, or it is ordered by the court of law). That includes, but not limited to; relatives. friends, neighbours or strangers. **Purchaser agrees that if Dog is not wanted, or the Purchaser is unable to provide basic care for Dog or can not keep the dog for whatever reason, it will be returned to the Breeder at the expense of the Purchaser, without any refund in any shape or form.** In the event that the Purchaser should die or become physically unable to care for Dog, the ownership shall revert, and the Dog returned to the Breeder gratis. Breeder strongly recommends that this stipulation be included in the Purchasers will along with the Breeders name, address and phone number, that the family members be informed of this stipulation and that they be given the Breeder's name, address and phone number. The Dog is NEVER to come into *residency or lease* with any other individual **without prior written and signed consent of the Breeder.** Purchaser agrees to pay to the Breeder ten thousand dollars in damages (\$10,000) for failure to return Dog to Breeder as is agreed.

PURCHASERS INITIALS _____

- G. **Training Classes and Socialization** - Purchaser agrees to attend at MINIMUM, two full sets (6-8 classes per set) of obedience or puppy classes with an approved trainer ONE BEFORE SIX MONTHS OF AGE and ONE BETWEEN SIX MONTHS AND ONE YEAR OF AGE. Purchaser further agree to socialize the Dog with new people and other new dogs, at minimum, four times a week from date of possession till one year of age, to prevent permanent damages to dogs temperament, and to prevent unwanted negative aggressive or fear based behaviours.
- H. **Abuse and Neglect** - Purchaser agrees that if Dog is neglected or abused due to Purchaser failing to provide adequate food, water, shelter from the cold and/or heat, veterinary care, physical stimulation (i.e. exercise etc.), mental stimulation (i.e. playing, training etc.), and socialization, to keep Dog mentally and physically healthy, that Breeder has full right to reposes Dog and any offspring of Dog owned by the Dogs Purchaser by same. Purchaser agrees to be responsible for all costs incurred by the Breeder and Breeders agents in order to restore Dog and any offspring of Dog to a healthy physical and mental state. Purchaser agrees to pay all shipping, or travel costs to transfer the Dog and any offspring to the Breeders chosen location. Purchaser agrees to sign all registration papers of Dog and Dog's offspring owned by the Purchaser, into the Breeders name, and/or gives the AKC/registration bodies permission to change Dog's ownership and Dog's offspring's owned by the Purchaser, into the name of Dog's Breeder (Mrs. Gina Finch) at her request. Purchaser agrees to provide routine grooming to make sure this dog remains tangle free at all times.
- I. **Fitness of Purpose** - Purchaser agrees that upon taking possession of Dog, that this dog is a Pet prospect dog, defined as; a Dog *determined on date of sale* as free of communicable disease and free of fatal genetic defects, and possessing a temperament sound enough to act as a pet, and that the Breeder does not provide any warranty as to the Dog's fitness for any specific purpose. Purchaser further understands and agrees that there is a risk associated with purchasing a Dog who is young, and thus still maturing for many years, and that the Breeder will not be held liable nor accountable in any way if this Dog does not meet the Purchasers idea of a pet, neither mentally or physically, after taking possession of Dog.

- J. **Advertisements, Media and Announcements** - Purchaser agrees that names of all Breeders and Dogs official CKC registration name in FULL, will be placed legibly on all advertisements and media, including but not limited to Facebook and other social media posts, web pages, magazine advertisements, and web advertisements that contain any passing health test, wins, titles, or competition photos of Dog posted online or in print, in which it is agreed that all Breeders shall be “tagged” and labeled.
- K. **Indemnity and Release** - Purchaser agrees that, if any action or failure to act on the part of Purchaser shall result in any claim, suit, loss, damage, injury, death, or liability, Purchaser agrees to defend, indemnify, and hold Breeder harmless and to pay all of Breeders costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Purchaser releases Breeder from any and all liability, costs or damages caused by the Dog after placement with Purchaser, including but not limited to damage to or destruction of property, and injury to any person.
- L. **Legal Action and Legal Fees of Breeder** - Purchaser agrees to be liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Breeder in enforcing this Contract as a result of any default of this Contract by the Purchaser. In the case of a dispute over one or more of the Terms and Conditions of this Contract, the remaining Terms and Conditions contained herein are still legal and binding unless otherwise agreed upon in writing by both parties.
- M. **Limitation of Action** - Purchaser agrees that any action or claim brought by Purchaser against Breeder for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
- N. **Governing Law** - Purchaser agrees that this Contract shall be governed by and construed in accordance with the laws of Ontario, CANADA.
- O. **Value of Dog** - Purchaser agrees that it is hard for courts to assess the value of a dog and it’s training, in consideration of, it is mutually agreed that the Dog’s value will be as follows; Dog at time of Purchase is valued at the Purchase Price, as specified on this Contract, + per championship earned the value increases by one thousand dollars (\$1000), + per performance title earned the value increases by five hundred dollars (\$500).
- P. **Force Majeure** - In the unforeseen circumstance that Purchaser or Breeder is unable to complete the actions, services, or agreements during the time frames specified on this contract due to a Force Majeure (i.e tornado, pandemic, snow or ice storm, war, flash flood, virus, death etc.) they will not be forced to complete the terms herein within the timeframe specified. Reasonable effort will be made by the parties to complete them at the earliest opportunity. No refund nor monies will be refunded to the Purchaser from the Breeder in any case.
- Q. **Amendments** - This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed, and dated by both parties shall be recognized as amendments to this contract.
- R. **Entire Contract** - This Contract represents the entire agreement between the parties. Breeder(s) and Purchaser have made no other agreements, promises, representations or warranties, express or implied on the date of signing, unless specifically stated and included within this Contract.

Purchaser agree to abide by all Terms and Conditions herein by taking possession of Dog, and have duly affixed their signature under hand and seal on _____.

PURCHASER'S Signature

POSSESSION DATE (date Purchaser took possession)

BREEDER'S Signature

DATE (date of sale)