



## PET QUALITY DOG CONTRACT

BREEDER	PURCHASER
<p><b>Vallnery Border Collies</b>  <b>LINDA D. JACKSON</b>                      Oshawa, ON                      Canada                      (905) 261-2191  <u><a href="mailto:pbstarr3@hotmail.com">pbstarr3@hotmail.com</a></u>                      (Hereinafter called the "Breeder")</p>	<hr style="border: 0.5px solid black;"/> <hr style="border: 0.5px solid black;"/> <hr style="border: 0.5px solid black;"/> <hr style="border: 0.5px solid black;"/> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">(Hereinafter called the "Purchaser")</p>
DOG	
<p>AKC Registration Name _____</p> <p>DOB: (m/d/yy) _____ Gender: <b>M</b> <b>F</b> Colour: _____</p> <p>Sire: _____ Dam: _____</p> <p>Micro-Chip Number: _____ Implant Date: _____</p> <p style="text-align: center;">(Hereinafter called the "Dog")</p>	
SALE	
<p>A <i>Deposit Agreement</i> was signed by the Purchaser of this dog on (m/d/y) _____.</p> <p>The Dog is being sold for the total sum of \$ _____, which was received in full by the Breeder on (m/d/y) _____, this is the date of possession/sale of the Dog. The Purchaser took physical possession of Dog on, (m/d/y) _____.</p>	
<p><b>RECITALS</b></p> <p>A <i>Pet Quality</i> dog is sold with the purpose of being a pet, and will not be used for breeding, which would water down the Breeders line, and damage the Breeders reputation. For the purposes of this document, the American Kennel Club shall herein be defined as AKC, the Canadian Kennel Club shall herein be defined as CKC, a Miscellaneous Certificate Number shall herein be defined as MCN, and the Canadian Border Collie Association shall herein be defined as CBCA.</p>	

**TERMS AND CONDITIONS OF SALE****SECTION 1: BREEDER REPRESENTATIONS AND WARRANTIES****Breeder represents and warrants to Purchaser that:**

- A. **Legality of Sale** - Breeder(s) are the legal owner of the Dog, that Breeder(s) has full right 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 Eligibility** - That the Dog is a Border Collie, offspring of a Border Collie sire, and a Border Collie dam and is eligible for AKC registration, of which parentage can be verified via AKC DNA profiles done by cheek swabs. This Dog is not CBCA registered, and no guarantee is made that this dog is eligible for CBCA registration in Canada.
- C. **ISO Microchip** - The Dog has been implanted with an ISO international microchip (TROVAN) as a permanent source of identification.
- D. **AKC Limited Registration** - Breeder will register the Dog with limited/non-breeding registration with the AKC, at their expense, which will be mailed from the AKC directly to the Purchaser.
- E. **CKC MCN Number** - Breeder will complete, pay for, and send in an application for a MCN from the CKC in the Purchasers name. The CKC MCN number is *NOT* a form of registration nor pure-bred status in Canada.
- F. **Limited Short-Term Health Warranty** - Breeder agrees to refund purchase price of Dog upon return 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.
- G. **Genetic Health Warranty** - Breeder agrees to replace the Dog with a dog of equal value if it is not able to function as a family pet due to lameness caused by hip or elbow dysplasia, or blindness (prior to 5 years of age), of which is proven to be of genetic origin, in writing, from a board certified veterinarian 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. Breeder has two full years from the date that a vet issued spay/neuter certificate for Dog is received from Purchaser, to replace Dog with a dog of the same value, quality, and gender of the original. The replacement will be of Breeders choosing. Breeder is not liable for shipping, travel, delivery, boarding or any other expenses incurred by the Purchaser in replacement of the Dog. If Purchaser decides not to receive a replacement, or denies the replacement chosen by the Breeder, no refund nor replacement dog of any kind will be given to Purchaser at anytime thereafter, and that Breeder reserve the option to refund the Purchase Price of Dog in lieu of a replacement dog, at any time, prior to any replacement dog being placed in the possession of the

Purchaser. Purchaser must sign and agree to Breeders sales contract for the replacement dog. Dog will only be eligible for replacement, one time and to original Purchaser.

## **SECTION 2: PURCHASER REPRESENTATIONS AND WARRANTIES**

### **Purchaser represents and warrants to Breeder that:**

- A. **Transportation and other Fees** - 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 bills, that are incurred by the Breeder for the Dog, are the responsibility of the Purchaser and must be paid in full to the Breeder a minimum of seventy two (72) hours prior to Dogs departure from the Breeder. Breeder does not assume any liability in any shape or form, for injury or death of Dog during transportation and delivery.
- B. **Pickup, Delivery, and Boarding** - Purchaser agrees to pick up the Dog between eight and nine weeks of age, with the exception being; if by fault of the Breeder(s) due to vet requirements and other scheduling issues. If delay is the fault of the Purchasers it is agreed that a daily boarding fee will be incurred of twenty dollars per day, starting at nine weeks of age, unless otherwise stated and agreed upon in writing by Breeder. Breeder does not assume any liability in any shape or form and will not issue any replacement or refund, for injury or death of Dog during the boarding period. All emergency and/or regular veterinary care (i.e. booster vaccinations/parasite control) will be continued according to the Breeders protocol, at the Breeders discretion, at the expense of the Purchaser. All vet visits are subject to an additional \$50 fee to cover Breeders gas and time away from work.
- C. **Dogs Registered Name** - Purchaser agrees that Breeder will choose the AKC registration name of the Dog. This can not be changed at any time, without permission from Breeder(s) in writing, and their applicable signature(s) on the legal AKC "Dog Name Change Authorization" form.
- D. **Contact Information** - All parties herein agree to notify all other parties of any change of address, e-mail, or phone number, for the duration of Dogs lifetime.
- E. **Spay/Neutering Agreement** - This Dog is *Pet Quality* and because of such will be spayed or neutered between 12 to 18 months of age, NO sooner and NO later. 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, dated BEFORE the dogs 18 month birth date.
- F. **Accidental Breeding** - Purchaser will take EVERY possible precaution to avoid any accidental breeding of Dog. In the case that any accidental mating occurs and the Dog is female it is agreed that the Dog will be spayed immediately to abort the litter. If Dog is female and pregnancy was not known till later, Dog and all offspring will be given to the Breeder immediately to whelp and raise the litter, *the litter will be property of the Breeder*, and the Purchaser will pay to have the Dog spayed while in the Breeder's care. Purchaser will be responsible for a \$600 per month boarding fee for the duration that the dog is with Breeder, until Dog is spayed, at which time the Dog will be returned to Purchaser. *All vet, microchipping, whelping, raising expenses for Dog and any resulting progeny 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 pups are eligible for registration Purchaser agrees to sign all papers in order to register resulting progeny into Breeders name and all puppies are the FULL PROPERTY of the Breeder. If the Dog has been bred and is male, the parties hereby agree that upon failure of the Purchaser to prevent breeding of the Dog, the Breeder will be entitled to liquidated damages in the sum of \$10,000.00, and the parties agree the said sum is a genuine pre-estimate of damages for breach of this condition on the breeders line and reputation.
- G. **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.*

- H. **Weight and Nutrition** - To keep Dog at a comfortable slim weight for Dogs entire lifetime. If it is found that 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. Purchaser agrees to sign all AKC registration papers of Dog into the Breeder(s) name and/or gives the AKC 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* nor vegetarian or vegan foods. NO puppy foods shall be fed after 16 weeks of age as this will have a permanent effect on growth.
- I. **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.
- J. **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(s) at the cost 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 Seller gratis. (Seller strongly recommends that this stipulation be included in the Buyer's 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* 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.
- K. **Training Classes and Socialization** - To attend at least two sets (6-8 classes per set) of obedience or puppy classes with a trainer before six months 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.
- L. **Abuse and Neglect** - 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 (Miss Laura K. S. Shaw) at the expense of the Purchaser.
- M. **General Expenses** - That all expenses incurred for the daily care, veterinary care, food, and boarding of this dog and all other fees pertaining to this dog in general are the responsibility of the Purchaser.
- N. **Fitness of Purpose** - That upon taking possession of Dog, that this dog is a Pet Quality dog. A "Pet Quality" Dog is 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 not that of a breeding, working, performance or conformation show dog, but that 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(s) will not be held liable nor accountable in any way if this Dog does not meet the Purchaser's idea of Pet Quality after taking possession of Dog, neither mentally nor physically.

- O. **Advertisements, Media and Announcements** - That names of all Breeders and Dogs official AKC 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.
- P. **Indemnity and Release** - 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(s) harmless and to pay all of Breeder(s) 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.
- Q. **Legal Action and Legal Fees of Breeder** - The Purchaser is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Breeder(s) 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.
- R. **Limitation of Action** - Any action or claim brought by Purchaser against Breeder(s) 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.
- S. **Governing Law** - This Contract shall be governed by and construed in accordance with the laws of Ontario, CANADA.
- T. **Value of Dog** - It is understood that the courts have a hard time assessing the value of 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).
- U. **Confidentiality** - This is a private Contract, it is agreed by the Purchaser that the terms of this Contract will not be shared with other parties outside from those mentioned herein, unless: (I) to a third party where the Breeder has agreed in writing; and (II) to the extent required by law or by the request or requirement of any judicial body.
- V. **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, *unless specifically stated and included within this Contract.*

**Breeder(s) and Purchaser(s) agree to abide by all Terms and Conditions herein and have duly affixed their signature under hand and seal and on the date(s) specified below.**

**Per: PURCHASER**

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

X.....	.....
PURCHASER'S Signature	WITNESS'S Signature

**Per: BREEDER**

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

X.....	.....
BREEDER'S Signature	WITNESS'S Signature