

Puppy Contract & Health Guarantee



Section A : Purchase Agreement for Non-Breeding/Companion Puppy

This Agreement made on the _____ between:

MONTH, DAY, YEAR

Breeder/Seller Information:

Samantha Lengyel
1590 Paquette Rd.
Thunder Bay, ON P7G 2J2

(807) 708 1203
foxfirebeagles@gmail.com
(Hereinafter called the "Breeder")

Buyer Information:

Name(s): _____

Phone: _____ Email: _____

Address: _____

City/Province: _____ Postal Code: _____

Buyer's Initials certifying they have provided true and correct information: _____

For the purchase of the following Canine:

Registered Name: _____

Litter Registration #: _____ Club: CKC

Breed: _____ Date of Birth: _____

Sex: _____ Colour: _____ Microchip #: _____

Sire: _____ Reg #: _____

Dam: _____ Reg #: _____

Purchase Agreement

A Deposit Agreement was signed by the Buyer of this Dog on _____

The Dog is being sold for the total sum of _____ which was received in full

by the Breeder on _____, this is the date of possession/sale of the Dog.

The Buyer took physical possession of Dog on, _____

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Section B: Breeder Representations

1. Payment of Purchase

- a. Breeder agrees to sell the Buyer the above named Dog for the amount of \$3,000 which is due in full before the Dog is placed in possession of the Buyer.
- b. Buyer is responsible for any and all fees associated with payment transfers.
- c. Preferred method of payment is by cash, e-transfer, bank to bank transfer or Money Order.
- d. If the Dog becomes unavailable due to sickness, death or any other circumstances, any monies paid by the Buyer will be the Buyer's option to either be refunded or transferred to a future litter.
- e. Buyer acknowledges and agrees that they forfeit any rights to the Dog if:
 - i. Buyer fails to complete the purchase of the Dog for any reason
 - ii. Buyer fails to pay the complete purchase price prior to the transfer of the Dog
 - iii. Buyer provided false information.

2. 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.

3. CKC Registration with Non-Breeding

Breeder will register the Dog with non-breeding registration with the CKC (Canadian Kennel Club), at their expense, which will be mailed from the Breeder.

4. Registration Eligibility

The Dog is a Beagle, offspring of a Beagle sire, and a Beagle dam and will be registered with the CKC. The Dog is eligible for AKC registration at cost of Buyer unless the Dog directly sold to an individual of the United States of America.

5. ISO Microchip

The Dog has been implanted with an ISO international microchip as a permanent source of identification and where applicable the Breeder will have her name listed as an emergency contact.

Buyers initial certifying they have read and understand everything within Section B

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Section C: Buyers Representations

6. Abuse & Neglect

That if Dog is neglected or abused due to Buyer 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 Buyer by same. Buyer 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. Buyer agrees to pay all shipping, or travel costs to transfer the Dog and any offspring to the Breeders chosen location. Buyer agrees to sign all registration papers of Dog and Dog's offspring owned by the Buyer, into the Breeders name, and/or gives the CKC/ registration bodies permission to change Dog's ownership and Dog's offspring's owned by the Buyer, into the name of Dog's Breeder (Mrs. Samantha Lengyel) at the expense of the Buyer.

7. Over-Exercise and Jumping

Buyer agrees to not allow Dog to partake in any stressful exercise until the Dog reaches at least 12 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.

8. Weight and Nutrition

To keep Dog at a comfortable slim weight for Dogs entire lifetime. If it is found that Dog is 7 pounds overweight, all Genetic Warrantees are null or void. If over 15 pounds overweight, this is considered neglect and abuse, and Breeder, or Breeders agent, have the right to repossess Dog. Buyer agrees to sign all CKC/AKC registration papers of Dog into the Breeder(s) name and/or gives the CKC and any other registration bodies permission to change Dog's ownership back into the name of Dog's Breeder. Buyer 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.

8. 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, field, or conformation show dog, but that Breeder does not provide any warranty as to the Dog's fitness for any specific purpose. Buyer 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 Buyer's idea of Pet Quality after taking possession of Dog, neither mentally nor physically.

9. Contact Information & Communication

All parties herein agree to notify all other parties of any change of address, email, or phone number, for the duration of Dogs lifetime.

Buyers initial certifying they have read and understand everything within Section C

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Section D: Return Policy & Delivery

10. Return Policy

UNDER NO CIRCUMSTANCE IS THIS DOG EVER TO BE SURRENDERED TO A SHELTER, GIVEN AWAY, OR SOLD TO A NEW HOME, OR DESTROYED

- a. If at any time, for any reason, the Buyer finds that they are unable or unwilling to continue to care for this Dog, the Buyer agrees to contact the Breeder FIRST. The Buyer is required to inform the Breeder of such an issue as soon as possible.
- b. The Breeder always gets the first right of refusal upon any decision made Buyer to re-home the Dog sold to them by the Breeder.
- c. If the Breeder, for whatever reason, is unable to take the Dog back, the Breeder must approve in writing the new home for any Dog sold by the Breeder. Such permission shall not be withheld unreasonable, but Breeder has the exclusive right to determine the suitability of any potential subsequent owner. If any such placement occurs, the new owners must complete and sign a copy of this agreement.
- d. Buyer agrees that at the time of transfer of the Dog back to Breeder any and all registration papers and medical records will be turned over to the Breeder, and all necessary paperwork will be signed transferring ownership back to the Breeder. Registration of Microchip or other permanent form of identification will be transferred to the Breeder. All transfers must be complete upon transfer to Breeder.
- e. Buyer agrees that at no time will they sell, give, trade, lease, foster, adopt, place, re-home, or euthanize this Dog to any person, business or organization, including taken to a shelter or rescue.
- f. If Breeder is not notified regarding a transfer of the Dog in any such way, it will constitute a breach of contract.
- g. In the event of Buyers death, family or power of attorney should notify the Breeder immediately even if the Buyer's family plan to keep the Dog.

11. Delivery of Dog

- a. Shipping via Airline is available at Buyers expense plus crate & veterinarian health clearance certificate, which typically totals \$500.00 (approximately - costs may vary).
- b. Breeder may choose to personally deliver Dog to their new home, or to meet the Buyer at an agreed in-between location or have the Buyer pick up the Dog at Breeders home. Delivery fees will be mutually agreed upon.
- c. Dog will be available for release to Buyer at between 9 - 11 weeks from birth. This date is based on when the Dog will be completely weaned from Mother, growth rate and has received at least the first set of vaccinations.
- d. Dog will not be shipped, delivered or picked up until full payment has been made.

Buyers initial certifying they have read and understand everything within Section D

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Section E: Health Guarantee

12. Limited Short-Term Health Warranty -

- a. Breeder guarantees the Dog is in good health and free of communicable diseases at the time of this sale. The Dog has had the appropriate number of shots per the puppies age and titer and de-worming as scheduled depending on the date of possession.
- b. Buyer has 72 hours from possession to have the Dog examined by a licensed Veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the Veterinarian, for a full refund. Failure to do so is an acceptance of health, anatomical make-up, appearance and temperament. If Buyer chooses to keep the Dog, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer.
- c. Breeder guarantees that should this Dog be found in ill health at the required veterinarian health check-up (no more than 72 hours after pick up) and the cause of which is clearly attributable to the Breeder, that this dog may, upon written diagnosis from a veterinarian, be returned to the Breeder for full refund of purchase price if a copy of the vet report is furnished to the Breeder within 24 business hours of exam by email. In this case, the puppy will be returned to the Breeder within 5 days and a refund of the full purchase price - not including transportation - will be given to the Buyer and therefore ending this contract entirely. Veterinary and Medical care and its associated costs are the sole and exclusive responsibility of the Buyer
- g. 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.

13. Genetic Health Warranty

- a. If prior to the Dog's second(2) birthday, if the Dog is found to have a genetic health defect or congenital defects that adversely effects the Dogs quality of life and renders it unsuitable as a companion, the Dog may be returned to Breeder with written proof from a licensed Veterinarian or certifying organization within 30 days of notification. Breeder has the right to get the Dog re-examined by Breeders chosen veterinarian, at Breeders expense. In the event of the death of the Dog, a formal necropsy is required and results must be submitted to the Breeder accordingly. The Buyer can return the dog to the Breeder for a Refund of the Full Sales Price of the dog or a replacement Puppy. Transportation, Veterinary and Medical care and its associated costs are the sole and exclusive responsibility of the Buyer.

Buyers initial certifying they have read and understand everything within Section E

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Section E: Health Guarantee (continued)

13. Genetic Health Warranty (continued)

- b. Should the Dog be deemed as unsuitable companion Dog, the Breeder has two full years from the date that a vet issued spay/neuter certificate for Dog is received from Buyer to replace Dog with a dog of the same value, quality, and gender of the original. The replacement will be of Breeder/Breeders choosing. Breeder is not liable for shipping, travel, delivery, boarding or any other expenses incurred by the Buyer in replacement of the Dog. If Buyer 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 Buyer 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 Buyer. The Buyer must sign and agree to Breeders sales contract for the replacement dog. Dog will only be eligible for replacement, one time and to original Buyer.
- c. If Buyer 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 Buyer in FULL.
- d. 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. Buyer 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.
- e. Breeder does not warrant any condition, which is deemed by a veterinarian to be a normal aspect of a geriatric age, communicable disease or conditions related to an injury. This guarantee is only valid if the following conditions are met, and proof therein is provided to the Breeder:
 - i. The Dog is not altered before the Breeder recommended age
 - ii. The Dog is fed a premium quality diet.
 - iii. The Dog has been vaccinated according to the schedule provided by the Breeder.
 - iv. The Dog has not been allowed to become obese or malnourished.
 - v. The Dog has not contracted a communicable or preventable disease.
 - vi. The Buyer has not violated any other provision of this agreement.

Buyers initial certifying they have read and understand everything within Section E

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Section F: Non Breeding Contract

15. Non Breeding Contract

- a. This Dog is Pet Quality and because of such, females must be spayed by 18 months of age but never before their first heat cycle. Buyers of male puppies can opt to keep the dog intact should they decide to. If the decision is to proceed with a neuter, the male dog MUST be given a minimum of 12 months for growth plates to close.
- b. Upon execution of this contract, Buyer agrees this dog is being sold as a PET and will never be used for breeding. Failure to follow through with the spay/neuter contract as outlined above will terminate your Health Warranty unless a Breeder's Addendum is signed before purchase. Any legal fees incurred by the Breeder to enforce this non-breeding contract are the sole responsibility of the Buyer.
- c. Buyer 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 Buyer will pay to have the Dog spayed while in the Breeder's care. Buyer 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 Buyer. All vet, microchipping, whelping, raising expenses for Dog and any resulting progeny are the full responsibility of the Buyer. Buyer 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 Buyer 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 Buyer 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.

Buyers initial certifying they have read and understand everything within Section F

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Section G: Terms and Conditions

16. Terms & Conditions

- a. This Contract shall be governed by and construed in accordance with the laws of Ontario, Canada
- b. 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.
- b. This Contract represents the entire agreement between the parties. Breeder and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated and included within this Contract.

The terms of this contract constitute the entire agreement between the Buyer and the Breeder at the time of sale. This Agreement shall not be amended or modified except by both parties in writing and signed in the presence of and certified by a Notary. No other written or verbal statements expressed or implied shall alter this agreement.

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.

Buyer's Printed Name

Breeder's Printed Name

Buyer's Signature

Breeder's Signature

Date

Date

Buyers initial certifying they have read and understand everything within Section G