

Sandysshore Kennels - Non-Breeding Contract

Angela Bradley
R.R. #1, Shag Harbour
Shelburne County, N.S.
B0W 3B0 (902) 723-2724

BUYER: _____

ADDRESS: _____

POSTAL CODE: _____ TELEPHONE: _____

E-MAIL/FAX: _____

Whereas Angela Bradley (hereinafter called the "Breeder") offers for sale a Labrador Retriever or Miniature Schnauzer described as follows:

NAME: "Sandysshore _____"

SIRE: _____ DAM: _____

PUPPY BORN: _____ SEX: _____ COLOUR: _____ TATTOO: _____

Now therefore ownership will be transferred to the buyer on the following terms, conditions and warranties (no other warranties or conditions are either expressed or implied):

1. The consideration of the sale is \$ _____ and proof of spaying/neutering.
2. The breeder, at her expense, shall duly register ownership of the puppy with the Canadian Kennel Club, in the buyer's name and provide the buyer with a certificate of ownership; said puppy to carry the breeder's kennel name: "**Sandysshore's ...**". Registration will not take place until item #1 is satisfied.
3. This puppy was examined by a veterinarian and has been vaccinated with partial or all shots (depending on age). A veterinary certificate to that effect is enclosed.
4. The breeder breeds only from animals clear of any known genetic defects and animals certified clear of hip dysplasia by the Ontario Veterinary College (OVC) or the Orthopedic Foundation for Animals (OFA). The breeder shall:
 - a) provide a replacement puppy (as soon as one is available) to any animal that has to be euthanized due to severe dysplasia before the age of two years; **OR**
 - b) if the buyer elects to have surgery done on the animal, a one time only payment of \$100.00 will be given (acceptance of the cash payment forfeits replacement puppy and terminates the guarantee). A second x-ray, by another veterinarian may be required before a replacement or payment is given. If it is found that there was excessive stress previous to two years of age, (i.e., jogging, jumping, overweight, pregnancy, etc.), the above guarantee does not apply. Results from the Penn-Hip exam are not accepted. If the animal requires surgery or to be euthanized for such a genetic defect before the age of two years, a full report from your veterinarian must be forwarded to my veterinarian for verification before a replacement will be given. Any other replacements are at the discretion of the breeder.
NO REFUNDS WILL BE GIVEN. All veterinarian, transportation, etc., expenses will be paid by the buyer.
5. Completion of the sale specified by this contract is full payment plus notification of spaying/neutering of puppy. If this animal is used for breeding without the breeder's written authorization, a penalty of \$1,000 per offspring puppy will apply, and is payable to the breeder.
6. The buyer states that he/she is not acting as an agent in the purchase of the puppy, and it will not be sold to an agent or pet shop nor will this dog be sold or given away, to be used as a prize or a raffle.
7. The buyer agrees that if for any reason he/she must dispose of the herein animal, the breeder will be notified before any such action is taken. The breeder will have the right of the first refusal to purchase the animal at the original purchase price or to approve of a suitable home. If no approved home, puppy will return to breeder, who will seek a home. Board and/or vet fees may apply, depending on circumstances. All registration papers and veterinarian records will be signed to breeder.
8. It is understood and agreed that this contract is made and signed by all parties to ensure the well-being and protection of this animal. The buyer agrees to keep the dog in the proper physical condition, to keep all vaccinations up to date and to provide a safe environment for the animal; (ie, kennel run, fenced yard, not running loose). If, in the opinion of the breeder, the animal is at risk due to actions of the buyer, the breeder will repossess the animal with full, partial or no refund of the purchase price (breeder's discretion). All papers, including the CKC and/or AKC registration certificate(s) will be signed over to the breeder at the time of repossession. Should it be necessary to enforce any part of this contract by legal means, all expenses will be the responsibility of the buyer. No part of the contract is transferable.

Signed in the County of Shelburne, Nova Scotia, Canada, this date: _____

BREEDER: _____

BUYER: _____