

Yorkhouse Kennel
SALE /PURCHASE AGREEMENT
PLEASE READ CAREFULLY

This agreement is made and entered into this _____ day of _____ 2012, by and between *Michelle Mitchell* ("Seller") and _____ ("Buyer") for the purpose of setting forth the terms and conditions of the purchase by Buyer of Yorkshire Terrier Chinese Crested as described below: (further descriptions of the dog will be referred to as dog/puppy)

Name of Dog:			
Date of Birth:			
CKC Reg./Litter #			
Tattoo #			
Male	<input type="checkbox"/>	Female	<input type="checkbox"/>

Sale is contingent on full veterinary approval within (3) three business days, after pick up of puppy, or 72 hours. If the buyer fails to seek veterinary approval within the (3) three days, buyer forfeits all rights to refunds for medical reasons.

The intent of this contract is to provide buyer with a quality pet. No warranties or guarantees other than those stated have been given or implied. **Breeding of this Yorkshire Terrier Chinese Crested is a breach of this contract. A NON-Breeding Agreement is attached to this contract for your signatures.**

CKC ownership papers of the dog/puppy will be transferred, after proof of spay/neuter, to the buyer for the sale price of \$ _____ (\$ _____ .00) to be paid to the seller before the dog/puppy leaves the sellers premises or this agreement becomes void.

If the dog/puppy is unsatisfactory, and is to be returned to the seller, it must be done within the time limit of seven (7) days from the date the dog/puppy was delivered to/picked up by the buyer. This dog/puppy is to be returned to seller at buyer's expense, and must be in the same good physical condition as when it left seller in order for a refund of any purchase or deposit monies to be returned. One half of the sale price is to be forfeited if the dog/puppy is returned for any other reason than failure to pass a veterinarian examination, (I.E. "I changed my mind").

This dog/puppy is sold as a pet/companion dog. This dog/puppy is sold with no consideration for breeding. It shall be understood that, at the time of sale, this dog/puppy is not considered to be of show or breeding quality, but is structurally and temperamentally sound and suited as a pet or companion dog/puppy. There are no guarantees given or implied to this dog/puppy size or color when it reaches maturity.

Seller guarantees that the dog/puppy is free of hereditary defects, to the best of her knowledge, at the time buyer acquires the dog/puppy. This dog/puppy **must be neutered/spayed** by the age of (10) ten months at the buyer's expense. A copy of the veterinary certificate of neuter to be sent to the Seller, by mail or e-mail, by ten (10) months of age. **CKC Registration papers will be withheld until proof of neuter/spay is given to the seller. If certificate is not forwarded the Seller reserves the right to take back the dog/puppy with no refund given the Buyer.** Seller guarantees that this dog/puppy is in good health, and has received appropriate inoculations and care. Seller will provide buyer with a medical chart detailing treatment the dog/puppy has received under sellers care.

The buyer and seller agree, within the first year, warranty against crippling/disabling hereditary genetic defects. Luxating Patella is guaranteed for 3 months, after pick up date, as this condition can be acquired from allowing the dog/puppy to jump from high places.

With any breed of dog there are often internal parasites present (worms), umbilical hernias, external parasites (fleas/ticks) or males who might have one or both un-descended testicles. These are common in puppies and are not considered to be a hereditary defect, but are easily treated puppy problems. No guarantee is made against hypoglycaemia. These are not valid reasons for a medical refund. Determination of a condition that constitutes a hereditary defect is to be made by the unanimous agreement of two veterinarians agreeable to both parties. The cost is to be assumed by the buyer and will not be transferred to the seller. During the warranty period if a problem develops that is proven to be the sellers responsibility, the seller will either (a) replace the dog/puppy with a dog/puppy of equal value, provided the living dog/puppy and its registration papers are returned to the seller; (b) reimburse the buyer for veterinary treatment of that problem, with proof of medical bills, up to the purchase price of the dog/puppy; (c) a refund of 100% of the purchase price, provided the living dog/puppy and its registration papers are returned to the seller. The choice of options will be the sellers are as follows

1. *The seller will do everything possible to keep the dog/puppy with its owner. The seller is not liable beyond the original purchase price, and must be promptly notified of any problems in writing by the veterinarian.*
2. *In event of death, from a hereditary disease, a necropsy must be obtained, at the buyer's expense, within 24 hours of death to establish cause, or no refund or option will be given to the buyer. Proof of this dog/puppy identity through the microchip and/or tattoo will be necessary at this time.*

Seller strongly suggests that the buyer continues and purchases the trial Pet Insurance, included with dog/puppy at the time of purchase, for at least the first year of ownership.

This dog/puppy may not be sold, placed, or in any means ownership relinquished to another party unless *agreed upon in writing* by seller, and express verification in writing by seller to buyer. Should the buyer decide to relinquish ownership of this dog/puppy at any time during its life, for any reason other than those directed by law, buyer agrees to *return this dog/puppy to the seller* as fast as possible, and by the safest means possible that will not endanger the life, welfare, or well-being of this dog/puppy. All registration papers (CKC contract's and registration) must accompany this dog/puppy.

Buyer agrees that the dog/puppy shall reside at the home of the buyer, have access to a fenced area or yard, not be chained or tethered, will be provided with proper (indoor) housing, diet, grooming, vaccinations according to CVMA guidelines, and exercise. Buyer agrees to be responsible for all actions of the dog/puppy and to exercise precautions. The buyer will *keep seller informed of any significant health, temperament, or behavioural problems* encountered throughout this dog/puppy life.

The buyer will notify the seller in writing of an address change, or telephone number change within eight (8) weeks of such a change. The seller will notify buyer in writing of an address change, or telephone number change within eight (8) weeks of such a change. The seller's name and phone number shall be listed as a secondary contact on the microchip/tattoo identification and CKC registration papers. Your up to date information will ensure the safe return of your dog/puppy if he gets lost and is found.

This agreement may not be altered, modified, or rescinded unless agreed to in writing by buyer and seller, and any actions resulting from non-compliance of this agreement will be settled in the County/City and Province of residence of the seller, in the country of Canada. Buyer will be held liable for all legal fees and court costs. Any placement costs, maintenance costs, boarding, medical, and associated miscellaneous costs related to this dog/puppy will be the responsibility of buyer. In no event shall the Seller be liable for punitive, consequential, or incidental damages. This agreement is made and signed by both parties to insure the well being and protection of this dog/puppy. *Should the terms of this agreement be violated, whether incidentally or deliberately, the seller will pursue her options as stated in this agreement to the fullest extent of the law.*

VACINATION RECORD:

DATE	Inoculation / De-worming	Brand
	De-wormed	Panacure by Safeguard & Bay Cox
	Para-Influenza, Adeno-Virus Type2, Canine Distemper, Parvo-Virus	Vanguard 5
	Para-Influenza, Adeno-Virus Type2, Canine Distemper, Parvo-Virus	Vanguard 5
	Para-Influenza, Adeno-Virus Type2, Canine Distemper, Parvo-Virus	Vanguard 5

Inoculations:

As the breeder, I do not recommend inoculating our dogs with the rabies vaccine. It is recommended that you discuss the pro's and con's of the Rabies Vaccine with your Veterinarian. It is also recommended before giving further Vaccinations after the initial 3 sets of puppy shots, a Titre Test be given before any further 3 year inoculations are given.

Dog Food:

The Puppy food you are receiving is a blend of Eukanuba Small Breed Puppy Food mixed with Kirkland Puppy Food. It is recommended you choose one or the other of the above puppy foods and blend slowly with the mixture you receive. It is our recommendation you use The Eukanuba Small Breed Puppy Food until at least 1 year of Age, before changing to the Eukanuba adult Dog Food.

In addition to this contract, We have a starter kit for your puppy including written instructions on grooming, diet, and the inoculation timetable above.

By my signature I affirm that I have read, discussed, and understand the terms and conditions of this agreement. Further, I agree to abide by the terms and conditions of this agreement. I am aware of and fully understand the possible consequences of breaching this agreement. I, the buyer, and I, the seller, sign this agreement of my own free will, and without duress.

Dated this ____ day of _____, 2012

PURCHASER:

Purchaser:	
Purchasers Address:	
Purchasers Telephone:	
Purchasers E-mail:	
Purchasers Signature:	

SELLERS:

Sellers:	Michelle Mitchell	
Sellers Address:	50319 Range Road 225	
	Leduc County, AB. T0B 3M1	
Sellers Telephone:	780-941-2368	
Sellers E-mail:	mmitch0@gmail.com	
Sellers Signature		