

SALES CONTRACT AND HEALTH GUARANTEE
BETWEEN

JUDY NEIL, doing business under the trade name Pristine Standard Poodles
1957, Belvedere Crescent
Cornwall, Ontario, K6H 6L9
Canada
Tel.: 613-209-5162
Cell. 514-882-4461
Email: info@pristinestandardpoodles.ca

Herein referred to as "Vendor"

AND

Last name First name

Address

City Province Postal code

Tel.: email:
Cell.

Herein referred to as "Purchaser"

OBJECT

1. Vendor agrees to sell to Purchaser and Purchaser agrees to purchase from Vendor a standard Poodle pup/dog as more specifically described in the present contract;

PRICE

2. The purchase price for the pup/dog is _____ (\$ _____) which shall be paid either in cash or Western Union;
 - a) If the purchase is of a dog, the full price of both the dog and shipping fees shall be paid at the time of purchase and prior to shipping;
 - b) If the purchase is of a pup from an upcoming litter, the price shall be paid as follows:
 - i) Five hundred dollars (\$500.00 Cdn) as an initial non-refundable deposit and this, at the time of the signing of the present contract;

- ii) Five hundred dollars (\$500.00 Cdn) at the time of birth of the pup;
 - iii) The balance of _____ dollars (\$ _____) prior to pick up or shipping of pup;
3. Purchaser agrees that for any upcoming litter Vendor has first choice of puppy from litter and then a waiting list for the expected litter will be kept on a first-come, first serve basis;
 4. Purchaser's rank in waiting list will begin upon receipt of initial non-refundable deposit;
 5. If there are not enough puppies in the expected litter or if it does not have the desired sex, the purchaser's name will be placed on the waiting list for the next available litter;

SALE CONDITIONS

6. Pup/dog is sold on a pet quality basis, that is as a pet and companion only;
7. Pup/dog is sold with limited registration, unless otherwise noted;
8. Vendor does not dock tails or remove dew claws.
9. Pup will be CKC registered, vet checked, micro-chipped and will have received its first shots. Pup will be de-wormed and will be given to Purchaser with a six (6) week puppy insurance, a puppy care package containing sample food, toy and blanket with the scent of mom and siblings;
10. For limited registration, buyer will receive CKC registration papers when proof of spay/neuter has been remitted to Vendor. It is understood that pup/dog is not to be spayed/neutered before twelve (12) months of age but must be spayed/neutered by eighteen (18) months of age;
11. Pup-dog will carry the prefix "Pristine" in its registered name;
12. Purchaser will cover shipping and crate costs if pup is to be shipped;

LATE PICK UP ON DELIVERY DATE

13. Pup/dog that is not retrieved by Purchaser on agreed delivery date shall be subject to a _____ dollars (\$_____) a day boarding charge to be paid before pup/dog is retrieved or shipped. Payment shall be made in cash or Western Union.

GUARANTEE

14. Vendor guarantees pup, until it has attained one (1) year of age, against proven serious or life threatening hereditary/genetic diseases;
15. Vendor guarantees pup, until it has attained two (2) years of age against hip dysphasia;
16. Purchaser understands that the above mentioned guarantees terminate once the respective expiry date has been reached;
17. The guarantee given is one of a replacement pup and not a money back guarantee;
18. For the guarantee to be applicable, the following steps must be fulfilled:
 - a) Purchaser must have pup examined by veterinarian of Purchaser's choice and this within the first three (3) days of Purchaser taking possession of pup;
 - b) If upon examining the pup, veterinarian finds that pup has a serious health problem, threatening illness or disease, Purchaser must notify Vendor of the problem within twenty (24) hours of veterinarian examination;
 - c) Purchaser makes arrangements to return the pup to the Vendor with documented proof of illness from the licensed veterinarian and this within seven (7) days of purchase;
 - d) Vendor's veterinarian confirms Purchaser veterinarian's attestation of the serious health problem or threatening illness or disease;
19. In the eventuality the Breeder's veterinarian does not confirm Purchaser veterinarian's conclusion, Breeder will chose a third veterinarian whom will be given both reports, make his/her own testing and his/her conclusion will be final;
20. In the eventuality that the third veterinarian's conclusion support Purchaser's veterinarian attestation then Breeder shall be responsible for third veterinarian's fees;
21. In the eventuality that third veterinarian's conclusion support Breeder's veterinarian attestation then Purchaser shall be responsible for the third veterinarian fees;
22. Parasites, mites, ear infections, Kennel cough, Guardia, worms or coccidian are expressly excluded from this guarantee.

23. Slight genetic defects, hernias, undescended testical, imperfect bite, missing teeth, size or color luxating patellas are not considered serious or life threatening and therefore are not covered by this guarantee;
24. If pup is not examined by veterinarian of Purchaser's choice within seventy-two (72) hours of Purchaser taking possession of dog, the Vendor's guarantee is null and void;
25. Dog purchased after he has attained one (1) year of age is sold with no guarantee except for hip dysphasia which guarantee will expire after dog has attained two (2) years of age;
26. If in virtue of the guarantee given in this contract Purchaser needs to return Pup/dog to Vendor, Purchaser will be responsible for crate and all shipping costs for the return of pup/dog to Vendor and for receiving replacement pup/dog;
27. At no time will Vendor be responsible for any and all veterinary bills or any other expenses incurred in connection with or resulting from or attributed to the care of the pup/dog;
28. For guarantee to be applicable Purchaser must also:
 - a) Do what is necessary to maintain pup/dog in good health;
 - b) Provide routine preventive health care including but not limited to inoculation, internal and external parasites and where indicated heart worm preventive medication;
 - c) Provide pup/dog with proper exercise to maintain pup/dog in proper weight and physical shape;
 - d) Maintain preventive care of pup/dog in regards to hip dysphasia (Ex. Maintain proper nutrition, proper exercise, prevent stress injuries by not allowing pup/dog to jump from heights taller than itself at the shoulder and no forced exercise such as running until at least eighteen (18) months of age);
 - e) Purchaser is to attend obedience classes with pup/dog and to provide proper socialization opportunities for pup/dog;
 - f) Pup/dog is not to be left alone, in a unfenced back yard or in a Kennel;
 - g) Purchaser has a fenced back yard.
29. Purchaser acknowledges that the failure to meet any obligation and/or requirement herein detailed will result in Purchaser forfeiting all claims in virtue of the Vendor's guarantee;

- 30. The parties confirm that the pup/dog is sold with the understanding that the pup/Dog would become a member of the Purchaser's family thus Purchaser agrees that if at any time the pup/dog needs to be rehomed, Purchaser can surrender or sell the pup/dog only after it has received written approval from Vendor which approval cannot be unreasonably withheld;
- 31. Purchaser agrees that at no time can pup/dog be abandoned, sold, given away, taken to a pound or animal shelter;

32. Pup/dog description

Date of sale:

Breed:_____ Color:_____ Sex:___ Microchip#:_____

Birth Date:_____

Sire: **Lex Barker Pristine Very-Merry Onyx**

Dam: **Pristine's Radiant Red Shimmer**

- 33. The present contract is governed by the laws of the province of Ontario;
- 34. In case of dispute, the parties shall address all procedures in the jurisdiction of the city of Cornwall;

Signed in Cornwall this _____ day of _____ 20__

Vendor

Purchaser

JUDY NEIL

Sale price: _____

Deposit #1: _____

Deposit #2: _____

Balance: _____