



Purchase Agreement

Definitions used herein include:

“PURCHASE PRICE” shall herein be defined as the purchase price of \$3500.00 + any pertinent applicable taxes

“BUYER” shall herein be defined as:

“SELLER” shall herein be defined as Fiume Kennels Ltd.

“PUPPY” shall herein be defined as:

REGISTERED NAME: _____

MICROCHIP NUMBER: _____

SEX: _____

COLOUR: _____

DATE OF BIRTH: _____

In consideration of said PURCHASE PRICE, said SELLER conveys said PUPPY to said BUYER under the following warranties and conditions. No other warranties or conditions are either expressed or implied:

I. CARE & MAINTENANCE STIPULATIONS AND GUARANTEES

- i. Said PUPPY is guaranteed for 72 hours to be in good health and free of known communicable diseases at the time of transfer. This specifically excludes any disease that was contracted at the time of shipping. Said BUYER agrees to have said PUPPY examined by a licensed veterinarian within 72 hours of transfer (or on the next business day following a holiday). Failure to do so within this time frame will null and void any health guarantee. If said PUPPY fails the examination, said BUYER may return said PUPPY (at said BUYER’s expense) with a written declaration from the examining licensed veterinarian for a refund of said PURCHASE PRICE. If said BUYER chooses to retain said PUPPY, all medical costs and treatment are sole responsibility of said BUYER.
- ii. Said PUPPY will receive his/her first round of vaccinations at approximately 7 to 8 weeks of age, intestinal worming and a microchip.
- iii. Said PUPPY comes with a free trial period of insurance which said BUYER must activate within 24 hours of receiving said PUPPY.
- iv. Said PUPPY is guaranteed to one (1) year of age against any genetic defect that may arise causing termination of life as diagnosed by a licensed veterinary specialist in the associated field. This specifically excludes internal and external parasites, protozoan, allergies, undescended testicles, stenotic nares, umbilical hernia, retained deciduous teeth or any bite/teeth abnormalities. Should a claim arise under the terms of this agreement, said BUYER shall return (at said SELLER’S request) said PUPPY, alive, at said BUYER’s expense, and with any and all registration papers or other applicable papers to said SELLER. Said SELLER retains the right to choose a replacement puppy after confirmation that conditions of claim exists. Said BUYER is responsible for all medical costs of their puppy.
- v. Due to the varying kinds of food and various environmental conditions said PUPPY encounters combined with the fact that all puppies have immune systems that take time to mature, the terms of this guarantee will not be honored unless they are given NuVet Plus® immune system builder, as directed by the manufacturer, for the entire guarantee period (first 12-months of life). Failure to do so will render this health guarantee null and void. We also highly recommend you continue to give said PUPPY NuVet Plus beyond the guarantee period to promote optimal health for a lifetime. You may order by calling 800-474-7044 or online at www.nuvet.com/39064 (online for US customers).



- vi. There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. Said BUYER agrees that said puppy shall not be raised on slippery surfaces or allowed to bound up and down stairs, excessively rough-house with larger dogs, jump down from heights or out of cars, etc., as this type of activity contributes to the breakdown of joints and growing bones, dislocation of shoulders, hips and damaged elbows. Said BUYER further agrees that said PUPPY's weight will be under strict supervision. It is far better to have the dog slightly underweight than overweight because excess weight contributes to the structural breakdown of a dog.

Said BUYER agrees to ensure that said PUPPY never consumes anything that would encourage rapid growth; including steroids and anything that promotes rapid weight gain. Proper, balanced nutrition is extremely important.

Said BUYER will give said PUPPY glucosamine products until said PUPPY reaches 12 months of age. **Said SELLER recommends the NuJoint DS product available directly from NuVet Labs (<http://nuvet.com/>) using order code 39064.**

Said PUPPY is guaranteed until the age of two (2) against crippling hip dysplasia as certified by OFA at the age of two (2) years. Crippling hip dysplasia is defined as severe dysplasia which hampers said PUPPY's movement and natural gait and would require surgery to correct or lifetime medication. The microchip of said PUPPY must be identified on the radiographs and the application for evaluation to OFA. Copies of the results of the radiograph must be provided to said SELLER. This specifically excludes dysplasia caused by environmental factors or BUYER mishandling. In the event of such diagnosis (and symptoms), said BUYER shall immediately forward a certificate from a Board Certified Licenced Veterinary orthopedic specialist stating the recommended treatment and medications, a spay/neuter certificate and copies of receipts to identify that sufficient glucosamine supplements were purchased for said PUPPY from the time of purchase to 12 months of age (necessary quantity will be defined according to the official dosage requirements of the product). The absence of these certificates and receipts will result in the cancellation of this guarantee. Upon receipt by said SELLER of said certificates, said SELLER shall either:

- a. reimburse \$800 within 60 days to said BUYER after confirmation that conditions of claim exist, or;
- b. once available, a replacement puppy shall be provided to said BUYER. Said BUYER will be responsible for any and all costs related to the transportation of the replacement puppy to said BUYER's home. Said SELLER retains the right to choose replacement puppy after confirmation that conditions of claim exist.

Said PUPPY will stay placed with said BUYER and decision on how to handle the hip dysplasia shall be made by said BUYER and said BUYER's licensed veterinarian at said BUYER's cost. Please note that spaying/neutering outside the limitations of this contract (prior to 10 months of age) shall null and void this guarantee. Said BUYER shall provide records to identify the forgoing has been abided by upon request of said SELLER. Breach of any of the forgoing shall null and void this guarantee.

- vii. We do our best to keep all of our puppies parasite and protozoan free, however sometimes they occur. It is the responsibility of said BUYER to treat and prevent them. Said PUPPY is to be wormed biweekly until the age of 6 months and at least quarterly thereafter during worm seasons for the duration of said PUPPY's lifetime. It is recommended that full spectrum wormers be used a minimum of twice per calendar year.
- viii. All costs incurred with regards to the care and maintenance of said PUPPY, such as but not limited to, feeding, medical, training, etc. are the sole responsibility of said BUYER.



II. PURCHASE AND TRANSFER STIPULATIONS

- i. Full payment must be made upon the reservation of a puppy (14 days after the birth of the litter). Said PUPPY will be held for 48 hours pending receipt of payment after a verbal agreement of purchase has been made. All deposits and/or pre-payments are non-refundable. Payment methods are: cash, bank transfer, Visa and MasterCard. Under no circumstances will a puppy be released without full payment.
- ii. If shipping, the date of shipment will be chosen by said SELLER when the puppies are no earlier than 8 weeks of age, provided that said PUPPY is healthy enough for travel as determined by a licensed veterinarian and/or said SELLER. In the event that said PUPPY must remain with said SELLER past 10 weeks of age (with the exception of said PUPPY remaining with said SELLER for health reasons at the recommendation of said SELLER), a boarding fee of \$15 per day as well as any and all veterinary expenses shall be the responsibility of said BUYER and full payment to be submitted to said SELLER prior to the release of said PUPPY.
- iii. If shipping, shipping fees are estimated at (but not limited to) \$500 - \$1200, depending on the cost of the airfare, and are not included in said PURCHASE PRICE. Shipping costs are comprised of: booking fees, insurance fees (if applicable), crate, crate dishes, crate bedding, transport to shipping airport and any other fees required by the shipping company used. All incurred shipping costs are the responsibility of said BUYER and must be paid in full prior to the shipment of said PUPPY. All payments for shipping are due prior to the scheduled date of shipment of said PUPPY, otherwise the shipment date will be cancelled and rescheduled by said SELLER and all fees associated with the delay as well as additional housing fees of \$15 per day will be charged to said BUYER for the duration of said PUPPY's stay with said SELLER. Additional veterinary fees and transportation costs will be charged to said BUYER for all medical expenses incurred and vaccinations (choice of vaccines will be at the discretion of said SELLER) as well as worming fees.
- iv. Puppies shipped domestically (within Canada) will be charged any pertinent applicable taxes (taxes charges as per the taxes of the province of residence of said BUYER). Puppies picked up will be charged applicable taxes as required by the province of New Brunswick.
- v. The SELLER does not assume any liability for any injury to said PUPPY after delivery. If shipping, said SELLER does not assume any liability for any injury to said PUPPY after such time as said PUPPY is released to the shipping carrier.
- vi. Said SELLER reserves the right to cancel the sale of said PUPPY at any time prior to transfer if said BUYER is in breach of contract or verbal agreements. Said BUYER will be notified via email of the cancellation of sale.
- vii. Under no circumstances will said PUPPY be released prior to the receipt by said SELLER of the required purchase and spay/neuter agreements as well as the CKC Non-Breeding Agreement.

III. PET QUALITY PURCHASE STIPULATIONS

Said PUPPY has been graded to be PET quality and the following stipulations apply:

- i. Said BUYER understands that said PUPPY has been sold with a CKC Non-Breeding Agreement. Said BUYER agrees to take all measures necessary to ensure that said PUPPY is not bred, and does not have the opportunity to sire or deliver any litters.
- ii. Said PUPPY was bred as a companion animal, and said BREEDER does not provide any warranty as to said PUPPY's fitness for any specific purpose including, but not limited to, obedience trials, conformation and tracking.



- iii. Said BUYER is completely satisfied with and waives any and all claims regarding said PUPPY's conformation, and outward appearance (and said BUYER accepts that coat colour and texture may change over time and exposure to elements such as, but not limited to, sunlight, chlorine, etc. are contributing factors in coat changes).
- iv. Said PUPPY must be spayed or neutered at said BUYER's expense no later than 24 months of age and **no earlier than 10 months of age**. Said BUYER agrees to send a legal veterinarian certificate indicating alteration was completed, as well as 4 pictures of said PUPPY before the dog reaches 18 months of age to said SELLER.
- v. Said BUYER agrees not to breed said PUPPY. The reputation of SELLER's kennel is the result of hard work and professional experience. Inappropriate breeding of a bitch or dog of her kennel damages the reputation and value of the kennel name and of other litters. Said PUPPY has been sold as pet quality and is to be spayed or neutered. Any breeding, intentional or unintentional, of said PUPPY is detrimental to the breed and to said SELLER's kennel name. Acknowledging the intrinsic value of said SELLER's kennel name and the difficulty of precise damage calculations for breach of the contract, said BUYER agrees to pay said SELLER \$3500.00 per puppy born (alive or dead) born as a result of any such breeding. In the event that said BUYER fails to uphold this agreement, any/all legal fees incurred by said SELLER will be paid by said BUYER to said SELLER for damages. Furthermore, any litigation will be held in New Brunswick, Canada, being the origination of this transaction.

IV. GENERAL & MISCELLANEOUS STIPULATIONS

- i. The registered name of said PUPPY, as indicated herein, is required in permanently registering this canine with any canine registry. Failure to comply with this clause shall render all guarantees contained herein null and void.
- ii. Said PUPPY is purebred and comes with a Miscellaneous number with the CKC, provided that said BUYER signs the CKC Non-Breeding Agreement.
- iii. Said SELLER shall not be held responsible for acts of said PUPPY.
- iv. Any and all registration papers, medical records, vaccine records and other pertinent documents shall be returned to said SELLER in the event that said PUPPY is returned to said SELLER. In the event that said BUYER is entitled to a replacement puppy, these documents shall be sent to said SELLER prior to receiving a replacement puppy.
- v. There are no refunds for said PUPPY in the case of allergies to said PUPPY or for any other reason not stated herein.
- vi. The BUYER agrees to notify said SELLER of any changes of address within 30 days during said PUPPY's lifetime.
- vii. Said BUYER agrees that neither he/she nor said BUYER'S estate/executors may sell said PUPPY or transfer ownership of said PUPPY without said SELLER's knowledge and written consent. Said BUYER hereby agrees that if at any time the BUYER cannot take proper care of said PUPPY, said BUYER must advise said SELLER and said SELLER will have the first choice to either: (a) take said PUPPY back or (b) assist said BUYER in finding a suitable home for said PUPPY.
- viii. In the event that said BUYER is acting as agent for any other person or business in the purchase of said PUPPY, any guarantees contained herein shall be considered null and void.
- ix. In the event that said BUYER violates any of the terms of this agreement, any and all guarantees made by said SELLER contained herein shall be rendered null and void.



- x. If it is reported and confirmed that said PUPPY is being abused or neglected by said BUYER, rights and ownership of said PUPPY shall immediately and automatically terminate and revert back to said SELLER who may immediately assume possession. Said BUYER agrees that said SELLER will REPOSSESS PUPPY UPON EVIDENCE OF NEGLECT AND/OR ABUSE and that said BUYER will be responsible for said SELLER's fees and costs involved in the repossession.
- xi. Said BUYER agrees that said SELLER shall have the right to enforce the provisions contained within this contract in a court of law or through alternative dispute mediation. If legal action is required by said SELLER to enforce any provision, said BUYER shall pay for all costs and legal fees incurred by said SELLER. Said BUYER understands and attests that said SELLER (Fiume Kennels Ltd.) has eminent domain and any and all legal actions shall be executed in the province of New Brunswick, Canada.
- xii. This contract is not transferable and constitutes the full agreement of the parties. This contract applies to said PUPPY and said BUYER only and is non-transferable to a party not named within this contract. *Said SELLER neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between said SELLER and BUYER with respect to this sale. Said BUYER's signature below indicates that he/she has read, agrees and understands all the conditions of this Purchase Agreement.*

Wherefore, said SELLER and said BUYER have executed the foregoing purchase agreement on this ____ day of _____, 20____.

BUYER: _____ Address: _____ City: _____ Province/State: _____ Postal Code/Zip: _____ Country: _____ Home Phone: _____ Mobile Phone: _____ Email: _____ Signature: _____	SELLER: Fiume Kennels Ltd. _____ Address: _____ City: _____ Province/State: _____ Postal Code/Zip: _____ Country: _____ Phone: _____ Fax: _____ Email: info@fiumekennels.com _____ Signature: _____
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Said SELLER only represents original format of this contract. Any alterations in type or handwriting which were not officially amended by said SELLER and sent by said SELLER shall be considered null and void.