



Purchase Agreement

Definitions used herein include:

"PURCHASE PRICE" shall herein be defined as the purchase price of \$xxxxxxxxxxxx plus applicable taxes

"BUYER" shall herein be defined as:

"SELLER" shall herein be defined as:

"PUPPY" shall herein be defined as:

REGISTERED NAME:

MICROCHIP NUMBER:

SEX:

COLOUR:

DATE OF BIRTH:

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

I. CARE & MAINTENANCE STIPULATIONS AND GUARANTEES

- i. 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. BUYER agrees to have the 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 PUPPY fails the examination, BUYER may return the PUPPY (at BUYER's expense) with a written declaration from the examining licensed veterinarian for a refund of the PURCHASE PRICE. If BUYER chooses to retain the PUPPY, all medical costs and treatment are sole responsibility of the BUYER.
- ii. PUPPY will receive his/her first round of vaccinations at approximately 7 to 8 weeks of age, intestinal worming and a microchip.
- iii. PUPPY comes with a free trial period of insurance which BUYER must activate within 24 hours of receiving PUPPY. It is highly recommended to maintain pet insurance for said PUPPY's lifetime.
- iv. 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, the BUYER shall return (at SELLER'S request) the PUPPY, alive, at BUYER's expense, and with any and all registration papers or other applicable papers to the SELLER. SELLER retains the right to choose a replacement puppy after confirmation that conditions of claim exists. BUYER is responsible for all medical costs of their puppy.



- v. Due to the varying kinds of food and various environmental conditions the 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 the 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. BUYER agrees that 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. The BUYER further agrees that the 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.
- vii. Said BUYER will feed said PUPPY Purina Pro Plan or Purina One dry dog kibble. In the event that Purina is unavailable, Royal Canin is a suitable alternative. Any alternative diet choices will render the health guarantee contained herein null and void unless otherwise agreed to in writing between the parties stated herein.
- viii. BUYER agrees to ensure that the PUPPY never consumes anything that would encourage rapid growth; including steroids and anything that promotes rapid weight gain. Proper, balanced nutrition is extremely important.
- ix. BUYER will give the PUPPY glucosamine products until the PUPPY reaches 12 months of age. SELLER recommends the NuJoint DS product available directly from NuVet Labs (<http://nuvet.com/>) using order code 39064.
- x. 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 the PUPPY's movement and natural gait and would require surgery to correct or lifetime medication. The microchip of the 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 the SELLER. This specifically excludes dysplasia caused by environmental factors or BUYER mishandling. In the event of such diagnosis (and symptoms), the 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 the 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 the SELLER of said certificates, the SELLER shall either:
 - a. reimburse \$800 within 60 days to BUYER after confirmation that conditions of claim exist, or;



- b. once available, a replacement puppy shall be provided to BUYER. The BUYER will be responsible for any and all costs related to the transportation of the replacement puppy to the BUYER's home. SELLER retains the right to choose replacement puppy after confirmation that conditions of claim exist.
- xi. The PUPPY will stay placed with the BUYER and decision on how to handle the hip dysplasia shall be made by the BUYER and the BUYER's licensed veterinarian at 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. BUYER shall provide records to identify the forgoing has been abided by upon request of the SELLER. Breach of any of the forgoing shall null and void this guarantee.
- xii. We do our best to keep all of our puppies parasite and protozoan free, however sometimes they occur. It is the responsibility of the BUYER to treat and prevent them. PUPPY is to be wormed biweekly until the age of 4 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.
- xiii. All costs incurred with regards to the care and maintenance of the PUPPY, such as but not limited to, feeding, medical, training, etc. are the sole responsibility of the 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). 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 and bank transfer. Under no circumstances will a puppy be released without full payment.
- ii. If shipping, the date of shipment will be chosen by the SELLER when the puppies are no earlier than 8 weeks of age, provided that PUPPY is healthy enough for travel as determined by a licensed veterinarian and/or the SELLER. In the event that the PUPPY must remain with the SELLER past 10 weeks of age (with the exception of the PUPPY remaining with the SELLER for health reasons at the recommendation of the SELLER), a boarding fee of \$20 per day as well as any and all veterinary expenses shall be the responsibility of the BUYER and full payment to be submitted to the SELLER prior to the release of the PUPPY.
- iii. If shipping, shipping fees are estimated at (but not limited to) \$500 - \$1800, depending on the cost of the airfare, and are not included in the 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 the BUYER and must be paid in full prior to the shipment of the PUPPY. All payments for shipping are due prior to the scheduled date of shipment of the PUPPY, otherwise the shipment date will be cancelled and rescheduled by the SELLER and all fees associated with the delay as well as additional housing fees of \$15 per day will be charged to BUYER for the duration of the PUPPY's stay with SELLER. Additional veterinary fees and transportation costs will be charged to the BUYER for all medical expenses incurred and vaccinations (choice of vaccines will be at the discretion of SELLER) as well as worming fees.



- iv. SELLER does not assume any liability for any injury to the PUPPY after delivery. If shipping, the SELLER does not assume any liability for any injury to the PUPPY after such time as the PUPPY is released to the shipping carrier.
- v. SELLER reserves the right to cancel the sale of the PUPPY at any time prior to transfer if BUYER is in breach of contract or verbal agreements. BUYER will be notified via email of the cancellation of sale.
- vi. Under no circumstances will the PUPPY be released prior to the receipt by the SELLER of the required purchase agreement.

III. PET QUALITY PURCHASE STIPULATIONS

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

- i. BUYER understands that PUPPY has been sold with limited registration. BUYER agrees to take all measures necessary to ensure that the PUPPY is not bred and does not have the opportunity to sire or deliver any litters.
- ii. PUPPY was bred as a companion animal, and the BREEDER does not provide any warranty as to the PUPPY's fitness for any specific purpose including, but not limited to, obedience trials, conformation and tracking.
- iii. BUYER is completely satisfied with and waives any and all claims regarding the PUPPY's conformation, and outward appearance (and 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. PUPPY must be spayed or neutered at BUYER's expense no later than 24 months of age and **no earlier than 10 months of age**. The BUYER agrees to send a legal veterinarian certificate indicating alteration was completed, as well as 4 pictures of the PUPPY before the dog reaches 18 months of age to SELLER.
- v. 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. PUPPY has been sold as pet quality and is to be spayed or neutered. Any breeding, intentional or unintentional, of PUPPY is detrimental to the breed and to the SELLER's kennel name. Acknowledging the intrinsic value of the SELLER's kennel name and the difficulty of precise damage calculations for breach of the contract, the BUYER agrees to pay the SELLER \$3800.00 per puppy born as a result of any such breeding. In the event that the BUYER fails to uphold this agreement, any/all legal fees incurred by the SELLER will be paid by the BUYER to the 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 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. PUPPY is purebred and comes with a CKC registration certificate (please note that these certificates can take a few months to arrive).
- iii. SELLER shall not be held responsible for acts of the PUPPY.
- iv. Any and all registration papers, medical records, vaccine records and other pertinent documents shall be returned to the SELLER in the event that the PUPPY is returned to the SELLER. In the event that the BUYER is entitled to a replacement puppy, these documents shall be sent to the SELLER prior to receiving a replacement puppy.
- v. There are no refunds for PUPPY in the case of allergies to the PUPPY or for any other reason not stated herein.
- vi. The BUYER agrees to notify the SELLER of any changes of address within 30 days during the PUPPY's lifetime.
- vii. BUYER agrees that neither he/she nor the BUYER'S estate/executors may sell the PUPPY or transfer ownership of the PUPPY without the SELLER's knowledge and written consent. The BUYER hereby agrees that if at any time the BUYER cannot take proper care of the PUPPY, the BUYER must advise the SELLER and the SELLER will have the first choice to either: (a) take the PUPPY back or (b) assist the BUYER in finding a suitable home for the PUPPY.
- viii. In the event that the BUYER is acting as agent for any other person or business in the purchase of the PUPPY, any guarantees contained herein shall be considered null and void.
- ix. In the event that the BUYER violates any of the terms of this agreement, any and all guarantees made by the SELLER contained herein shall be rendered null and void.
- x. If it is reported and confirmed that the PUPPY is being abused or neglected by the BUYER, rights and ownership of the PUPPY shall immediately and automatically terminate and revert back to the SELLER who may immediately assume possession. The BUYER agrees that SELLER will REPOSSESS PUPPY UPON EVIDENCE OF NEGLECT AND/OR ABUSE and that the BUYER will be responsible for the SELLER's fees and costs involved in the repossession.
- xi. BUYER agrees that 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 SELLER to enforce any provision, BUYER shall pay for all costs and legal fees incurred by SELLER. BUYER understands and attests that the SELLER 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 the PUPPY and the BUYER only and is non-transferable to a party not named within this contract.



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 the SELLER and BUYER with respect to this sale. BUYER's signature below indicates that he/she has read, agrees and understands all the conditions of this Purchase Agreement.

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

BUYER: _____
Address: _____

Email: _____
Signature: _____

SELLER: _____
Address: _____

Email: _____
Signature: _____

SELLER only represents original format of this contract. Any alterations in type or handwriting which were not officially amended by the SELLER and sent by the SELLER shall be considered null and void.

Privacy Statement: Fiume Kennels, in accordance with the Canadian Kennel Club By-Laws (under the direction of the Animal Pedigree Act of Canada) maintains records regarding the disposition of all purebred dogs leaving our premises. These records include, but are not limited to, said BUYER's name, address, and contact information. Fiume Kennels will release this information as required by the CKC, our microchip provider for registration purposes, pet insurance companies to provide free trial pet insurance and to Nestle Purina for confirmation we distributed Puppy Packs to receive coupons and promotional offers.