

ELITE CHOW-CHOW

SALES AND HEALTH GUARANTEE CONTRACT

1. **BREEDER (hereinafter referred to as "the breeder"):**

Company : ELITE CHOW-CHOW
Represented by : Mrs Morgan Gutsche
Address : 580, chemin Frédéric Desabrais
City, Province, postal code : Mont-Laurier, Qc J9L 3G5
Phone : 819-623-0680
Email : info@elitechowchow.com

2. **SALES CATEGORY :**

- 2.1 Sale for a domestic puppy/dog:
2.2 Sale for a breeding puppy/dog:

Check the
chosen option

Buyer's initials

Breeder's initials

(Initial the chosen option)

3. **BUYER (hereinafter referred to as «the buyer») :**

ELITE CHOW-CHOW, hereinafter referred to as « **the breeder** », and represented by Morgan Gutsche, hereby agrees to the sale of a puppy/dog to:

3.1 Name : _____

3.2 Address : _____

3.3 City/Province : _____ Postal code : _____

3.4 Phone : (_____) - _____ - _____

3.5 Email : _____

3.6 Driver's license # (as required to point 8.1) : _____

Driver's license reference number: _____

4. **IDENTIFICATION OF THE PUPPY/DOG (also referred to as « the animal »):**

4.1 Breed : **CHOW CHOW** . 4.2 Sex : _____

4.3 Date of birth : _____

4.4 Electronic chip # : _____

4.5 Father's name : _____

4.6 Mother's name : _____

4.7 Litter's registration Number : _____

4.8 Medal number: _____

5. ANIMAL'S DATE OF DEPARTURE :

The date of departure of the puppy/dog will be on: _____ as per agreed in between the breeder and the buyer. However, the breeder reserves the right to change the date of departure if he considers that the animal is not in condition to leave.

6. PURCHASING CONDITIONS :

- 6.1 The buyer is responsible for the welfare and health of the animal from its departure date (point 5), and undertakes to respect all vaccine and dewormer reminders required for the animal according to the veterinarian's recommendations throughout his life. The buyer is responsible for ensuring that the veterinarian scans the animal's microchip (point 4.4) at each vaccine / dewormer treatment.
- 6.2 The buyer is responsible for ensuring that the chip is functional and well implanted, and to make sure not to touch the area for the healing time, at least one month from the date of departure of the animal (point 5).
- 6.3 The buyer agrees to follow the breeder's recommendations regarding feeding, exercise and regular care of the animal.
- 6.4 The buyer has the obligation to inform the breeder beforehand if he plans to give or sell the animal to a new host family. The breeder reserves the right to refuse if he considers that the new host family is not adequate for the animal, and undertakes to offer assistance in which case to find a suitable host family.
- 6.5 The buyer agrees to comply with the municipal and provincial laws on domestic animals, in force at the place of residence of the animal.
- 6.6 The buyer has the obligation to inform immediately the breeder of any address and/or phone # change.
- 6.7 The buyer has the obligation to inform immediately the breeder of any problem of any nature whatsoever diagnosed by a veterinarian.
- 6.8 In the event that a legal problem should be brought against the breeder, it would have to be registered in the breeder's judicial district.
- 6.9 The buyer has the obligation to have the animal examined, at his own expense, by a veterinarian (examination of purchase) within 10 days of the animal's date of departure (point 5) and to provide without delay the proof to the breeder that includes the chip's number (point 4.4), without which the guarantee of the breeder becomes null.
- 6.10 If the puppy/dog is sold as a domestic animal (if option 2.1 was chosen), the buyer has the obligation to sterilize the animal before it reaches the age of 9 months (= nine months added to date of birth stated at point 4.3). The 9-month age of the animal will also be the deadline date by which the buyer must have sent the breeder the veterinarian's official proof of sterilization (onto which the chip # is indicated as per point 4.4) otherwise the deposit (point 8.1) will be cashed.
- 6.11 As a serious person in the process of adopting a puppy, the buyer has first made sure that his or her host family does not suffer from animal allergies. Under no circumstances will the animal be refundable for allergy reason.

7. GUARANTEES OF THE BREEDER :

The breeder guarantees that:

- 7.1 The animal is free of contagious diseases for a period of 14 days from the date of departure of the animal.
- 7.2 The puppy/dog was vaccinated on _____ (date) (vaccination certificate included as an attachment).
- 7.3 The puppy/dog was treated with "Safe-Guard dewormer" on _____ (date) upon the recommendation of the veterinarian.
- 7.4 If the puppy/dog was sold as a domestic animal (point 2.1): The animal is free of hereditary or congenital defects for a period of 24 months following the animal's date of birth (when the animal reaches two years old). In the event that the animal develops a congenital or hereditary problem that renders him invalid as a domestic animal (with no life quality), the animal will be replaced by another puppy from a next available litter, up to a maximum of two years, free of charge for the buyer. The replaced animal must be returned to the breeder accompanied by a veterinarian's certificate at the buyer's expense attesting the defect. The breeder and its veterinarian will examine the animal as well (at the breeder's cost). When the breeder receives the animal identified in this contract, it is understood that all of the breeder's obligations towards the buyer in this contract becomes null and void.
- 7.5 If the animal was sold for breeding (point 2.2): If the animal is sterile, the animal will be replaced by another puppy available on a next litter, up to a maximum of two years, at no cost to the buyer. The replaced animal must be returned to the breeder accompanied by a certificate from the veterinarian (at the expense of the buyer) attesting the defect. The breeder and his veterinarian will in turn examine the animal (at the breeder's cost). When the breeder regains the animal identified in this contract, it is understood that all the obligations of the breeder towards the buyer of this contract will become null and void.
- 7.6 The breeder cannot be held responsible for problems related to the appearance of infectious diseases, intestinal or skin parasites, poisoning, accident, food's change, nutritional deficiency, overweight, problems related to lack of oral health, entropion (palpebral anomaly), any problem due to the buyer's negligence, exposure of the animal to intense exercise, absence or delay to follow this contract or a delay from the buyer to warn the breeder of any change in the animal's health.
- 7.7 In case of a health problem, the breeder reserves the right to require a second opinion, by the veterinarian of his choice, at the buyer's expense. And if so, his opinion will prevail.
- 7.8 If the puppy/dog is sold as a domestic animal (point 2.1), the breeder agrees to provide the buyer with the animal's certificate of registration once the veterinarian's proof of sterilization received.
- 7.9 The animal's documents contain: the vaccination card and the extras of microchip's barcodes.
- 7.10 The puppy starter kit contains: food for 10 days, some treats, a small blanket (family smell), 2 toys, a bag to store the puppy's effects and a roll of waste bags.

8. SALE PRICE OF THE PUPPY/DOG (based on the option chosen at point 2) :

8.1 The sale price¹ of a puppy/dog sold as a domestic animal (option 2.1) is of: \$ _____ payable to Morgan Gutsche.

¹In addition to the sale price of the domestic animal, the buyer agrees to give the breeder, at the time of making the final payment for the puppy, a deposit of \$ 1,000 (by means of a check addressed to Morgan Gutsche, postdated to the date that the puppy reaches 9 months old - see point 6.10) as well as the buyer's driving license # for traceability purposes, to ensure that the puppy will be sterilized. Upon receipt of the official proof of sterilization (which must include the microchip # mentioned at point 4.4) within the deadlines (point 6.10), the breeder agrees to destroy the check. In case of absence of proof of sterilization at the deadline (point 6.10), the check will be cashed by the breeder, without any recourse from the buyer.

8.2 The sale price of an animal sold for breeding (option 2.2) is of: \$ _____ payable to Morgan Gutsche.

9. RESERVATION DEPOSIT :

9.1 In order to officially book a puppy/dog with Elite Chow-Chow, the purchaser agrees to pay a reservation deposit of \$ _____ payable to Morgan Gutsche. **No reservation without the receipt of the aforementioned deposit.**

9.2 Reservations will be honored by the breeder in order of receipt of deposits.

9.3 In the event that the breeder cannot provide a puppy/dog to the buyer, the breeder will refund the deposit to the buyer.

9.4 By sending a reservation deposit to the breeder, the buyer acknowledges to have read, understood and accept all of the terms and conditions in this sales contract.

9.5 In the event that the buyer wishes to cancel the purchase of an animal from Elite Chow-Chow, the reservation deposit will not be refunded to the buyer.

9.6 The reservation deposit will be deducted from the sale price. The balance (which represents the sale price of \$ _____ less the deposit of \$ _____, for a balance of \$ _____) will be payable to the breeder no later than at the departure date of the animal (point 5).

Signed : _____ on _____.
(City/province at signature's) (date of signature)

I hereby _____ (the buyer) acknowledges to have read and understood the
(buyer's name)
terms and conditions contained in this sales contract, and agrees to comply with them.

Breeder's signature: _____
Morgan Gustche

Buyer's signature: _____

Buyer's name: _____