

# SwissRidge Kennel's Sales Contract

This contract binds the parties hereafter identified

Name: Sherry Rupke

Address 16195 12<sup>th</sup> Concession, Schomberg, ON L0G 1T0

Telephone # 705-439-4666

**Hereafter named the "Breeder"**

**And**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Emails: \_\_\_\_\_

**Hereafter named the "Buyer"**

## 1. Description of dog

Breed: \_\_\_\_\_

Parents of Litter: \_\_\_\_\_

Gender: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Microchip#: \_\_\_\_\_

## 2. Sales Price

Date of Pickup: \_\_\_\_\_

Price for the dog: \_\_\_\_\_

Note: the reservation fee is non-refundable.

## 3. Health Guarantee at the time of purchase.

The breeder guarantees that the puppy will be in good health at the time of purchase and will have received all relevant vaccines and deworming medication.

This guarantee is valid for a period of 3 days after the date of pickup.

During the 3 day period if the puppy presents signs of disease which may have originated from the breeder's kennel, the buyer must inform the breeder within the 3 day period and then return the dog (at a time specified by the breeder). A note from a veterinarian is also required describing the dogs condition.

It is the buyers responsibility to already have a pet insurance plan set up for the puppy before the pickup date therefore if the puppy presents signs of illness the breeder will only be responsible to pay the deductible if authorized in writing by the breeder beforehand.

The breeder is not responsible for any injuries, illnesses or death that may have occurred outside of the three day period or if the dog contracted an illness or injury that had nothing to do with the environment of the kennel.

Parasites, worms and urinary tract infections are common in puppies. The breeder has done everything possible to prevent these things and has taken all precautions to make sure your puppy doesn't have them but sometimes puppy's will have them when they go home and it comes with puppy territory. The breeder

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is not responsible to cover the cost of worms, parasites and urinary tract infections.

#### **4. Guarantee relating to certain congenital or hereditary diseases**

The breeder guarantees that the dog will be free of moderate to severe hip and/or elbow dysplasia (grade 3, 4, 5, 6) provided the dog is x-rayed at or before 24 months of age and the x-rays are examined by OFA. If OFA determines that the dog is dysplastic the buyer must inform the breeder at this time of the dog's condition. The hip guarantee shall be null and void if this dog is determined to be overweight at any time, involved in a serious fall, hit by a car, allowed to go up and down stairs or extensive exercise (walking or running over one mile per walking session) prior to one and a half years of age, or any other physical injury. The hip and elbow guarantee shall be null and void if the dog is de-sexed earlier than 12 months of age (unless given written permission before hand by the breeder).

The same method of replacement stipulated in clause 6 will be applied. Please note this guarantee is void after the dog reaches 24 months of age.

#### **5. Guarantee of temperament**

The breeder guarantees that the dog has a sound temperament that is typical of the breed.

The breeder is not responsible for a dog that may show signs of shyness or extreme aggressiveness unless three (3) or more littermates share similar defects in personality. If no other defects are shared between three (3) or more littermates it will be assumed that the fault is the result of unsuitable handling practices or training on the buyer's behalf.

#### **6. Application of the guarantee under clauses 3,4,5**

It is understood that any dog that has been put to sleep for whatever reason will not be replaced or refunded unless the breeder has authorized the procedure beforehand in writing.

Moreover, the breeder may have the dog examined at her expense for the purpose of obtaining a second opinion or for performing necessary treatment. For the application or guarantee under clause 3, 4 and 5 the breeder will only compensate the buyer ONCE by one of the 2 methods stated below (buyers choice).

1) The buyer must return the dog if it is showing signs of hereditary disease or hip dysplasia (determined by OFA) before the age of 24 months. The dog will then be replaced free of charge by another dog of the same breed within a 12 month period following the return of the original dog. A note from a board certified veterinarian must be shown to the breeder stating what condition the dog has and that its condition is hereditary. If this note can't be provided to the breeder then the dog will not be replaced. Shipping and transportation fees of the original dog back to the breeder and the new puppy to the buyer are the buyer's responsibility.

2) If the buyer decides to keep the dog and fix the problem the breeder will compensate the buyer up to but no more than half the purchase price paid for the dog if and only if the dog needs extended veterinary care for this condition. A note

from a board certified veterinarian must be shown to the breeder stating the dogs condition and all vet bills must be submitted to the breeder before any compensation is given.

Please note at SwissRidge Kennels we do our best to ensure all our dogs and pups are healthy, have been vaccinated, dewormed and all the parents have the proper clearances. I research my lines inside and out however sometimes just like people dogs can get sick so it is up to you to have either pet insurance or a fund set up for you dog just in case something like this happens.

### **7. The Buyer agrees:**

a) to have this dog de-sexed before 18 months of age and mail proof of spay/neuter to the breeder. Failure to do so shall null and void Clauses 4, 5 and 6.

b) to pay the breeder a fine of 10x's the purchase price of the dog if this dog is ever bred.

c) to keep the this dog in a fenced yard or if no such yard is available to properly supervise this dog at all times when off leash.

d) to maintain this dog at a proper weight and shall not over exercise (over one mile per walking session) or allow this dog to go up and down stairs freely for the first year and a half of it's life (baby gates must block all stairs).

e) to take this dog to the vet at least once a year for its annual shots and check up.

f) to feed this dog a high quality food and to provide this dog with daily vitamin Nuvet (optional) supplements.

g) to follow all the suggestions laid out in the suggestions letter that accompanied the puppy and on the information section of the breeders website.

h) to inform the breeder if you have any concerns about the health/temperament of this dog.

i) to set up a pet insurance plan for this dog or set up some sort of plan in case the dog gets sick so there are funds available (put away \$50 a month etc.).

j) that they are aware there is NO guarantee this will be a non-shedding or hypoallergenic dog.

k) that they are aware there is NO guarantee on color and this puppy may change colors as it ages.

l) to allow Sherry Rupke and Swissridge kennels INC to use any photographs or statements emailed or posted on Facebook as a form of advertisement on SwissRidge kennels websites, brochures, Instagram, Pinterest or for any other form of advertising Swissridge kennels may want to use them for.

m) that this dog will never be sold or given away to anyone and if for some reason the buyer is unable to keep the dog they must return the dog to the breeder. No compensation will be given for the dog. However if the buyer needs to return the dog for whatever reason within 2 weeks of the purchase date then half the purchase price of the puppy will be returned to the Buyer. The dog must be healthy and in perfect condition. If it is not healthy or in good condition no money will be returned to the buyer. Buyer will be responsible for all shipping fees.

n) that this Agreements between the BUYER and BREEDER shall be governed and construed according to the laws of the Province of Ontario, Country

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of Canada without giving effect of any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Province of Ontario. BUYER hereto irrevocably submit(s) to the jurisdiction of the federal or provincial courts located in the Province of Ontario over any dispute arising out of or relating to this agreement. BUYER irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such Courts. BUYER hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that he or she may now or hereafter have to the laying of venue of such dispute brought in such court or any defence of inconvenient forum in connection therewith.

o) that any dispute or disagreement of any kind between the BUYER and BREEDER in this agreement shall be resolved by binding arbitration in accordance with the laws of the province of Ontario and the then current Rules of Procedure for Commercial Arbitration and the ADR Institute of Canada, Inc. ([www.amic.org](http://www.amic.org)). The arbitration tribunal shall consist of one (1) arbitrator chosen by the parties from a slate of eight (8) proposed arbitrators provided by the Institute. If the parties are unable to agree on one (1) arbitrators within seven (7) days after receipt of the slate provided by the Institute, the Institute shall appoint the arbitrator from the slate. The decision of the tribunal shall be final and binding and no appeal shall lie there from. The tribunal shall have the power to order one party to contribute to the reasonable costs and expenses of the other party, or to pay all or any portion of the costs of the arbitration, as the panel determines in its discretion.

The health guarantee is only applicable to the original purchaser and if the dog is sold or given away the warranty is void.

This agreement is one of total integration. All details of the Buyer/Breeders responsibilities and understandings are written within this agreement. There are no oral modifications to this contract.

The Buyer and Breeder accept all conditions stipulated in the pages above.

Date \_\_\_\_\_

Breeders signature \_\_\_\_\_

Buyers signature \_\_\_\_\_