

Nopper Tollers
tollers@nopperdogs.com
www.nopperdogs.com

BREEDERS AGREEMENT

Nopper Tollers
Keith & Anthony Garland
585 County Road 5
Toledo ON K0E 1Y0
(hereinafter the Breeder)

Name: _____

Address: _____

City: _____

Phone: _____

Email: _____

Whereas Keith & Anthony Garland have offered for sale a Nova Scotia Duck Tolling Retriever described as follows:

Nopper's _____

Sire: _____

Dam: _____

Born: _____

Sex: _____

Microchip: _____

Price: _____

AND WHEREAS the Buyer is desirous of purchasing a Nova Scotia Duck Tolling Retriever as described above price from the Breeder;

AND WHEREAS It is understood and agreed that Ownership shall be transferred to the Buyer upon payment on the following terms, conditions and warranties, no other warranties or conditions are either expressed or implied other than which is explicitly set out in this contract can be relied upon.

1. The monetary consideration of this sale is to be paid before the puppy leaves the Breeder's possession. **Final payment for this puppy will be a certificate of spay/neuter provided by the Buyer(s) attending veterinarian. Male puppies are not to be neutered before the age of 18 months and female puppies are not to be spayed before the age of 18 months. If a female is spayed before 18 months of age or a male neutered before 18 months of age, the health warranty is NULL and VOID!**

2. The said puppy to carry the breeder's kennel name: "Nopper".
3. The Breeders, at their expense, will transfer ownership of the puppy with the Canadian Kennel Club, into the Buyer(s) name and provide the Buyer(s) with a registration certificate within six (6) months upon receipt of proof of spay / neuter **once they have received proof of spay/neuter.**
4. This puppy was examined by the Breeders veterinarian, has been vaccinated with partial or all shots depending on the age, and was found to be in good health at the time of examination by the veterinarian. A veterinary health certificate to that effect is enclosed. The puppy has been dewormed.
5. The Buyer(s) agree not to expose the puppy to other dogs whose vaccination history is unknown, nor to areas where such dogs lacking in vaccination history may frequent until the puppy has completed its recommended vaccination and booster series. The Buyer(s) must, at their own expense, have the puppy examined by his or her own veterinarian within three (3) working days after purchase from the Breeder.

Failure to do so on the above-noted terms by the Buyer will relieve the Breeder of all liability and responsibilities ordinarily required to the Buyer.

If the Buyers Veterinarian finds anything seriously wrong with the puppy, the Buyer(s) within one week of such an examination may return the puppy for a full refund of the purchase price if the puppy is returned with a letter signed by the examining veterinarian in good standing with the Veterinary College indicating the nature of the puppy's illness which has been diagnosed.

It is understood and agreed that a diagnosis of coccidiosis, giardia, internal or external parasites or any type of bacterial infection by the Buyers Veterinarian does not render the puppy unhealthy. A diagnosis of undescended testicles, hypoplastic vulva or umbilical hernias does not constitute a debilitating congenital condition.

It is understood and agreed that if the Buyer(s) chooses not to return the puppy, then the Buyer(s) waive all claims regarding the puppy's health and shall relieve the Breeders from any liability or incurred resulting from ill health of the puppy.

After three (3) business days, the health of the puppy is the responsibility of the Buyer(s). The breeders will not be responsible for any disease or illness the puppy contracts after leaving their possession. All veterinarian, shipping/traveling and other expenses incurred before or after departure from our kennel, no matter what the reason, are the sole responsibility of the Buyer(s). Within the first 30 days, if the puppy is returned due to allergies, family breakdown, relocating or any other reasonable cause, the Buyer(s) will receive a full refund of the purchase price. Upon such a return the contract and all veterinarian health certificates must be returned to the Breeders and ownership must be signed over to the Breeders at the time of delivery. The Buyer(s) upon executing this contract agree that they are completely satisfied with the puppy's conformation and outward appearance and waive all claims related to such.

6. The puppy is warranted against hip and elbow dysplasia up to the age of 24 months if Breeder recommendations for feeding and exercise have been followed as is set out in our supplied Guidebook. The Breeders shall a) provide a replacement puppy (as soon as one is available) to any animal that must be euthanized on a qualified veterinarian's recommendation due to severe/crippling dysplasia before the age of 24 months OR b) if the Buyer(s) elects to have the puppy undergo surgery, a onetime only payment of \$700.00 of the purchase price will be refunded in lieu of a replacement puppy. In the case of a straight replacement of the puppy will be the provision of a puppy or young adult of equal value to the puppy at time of purchase.

The Breeders reserve the right to request a second x-ray from another unassociated veterinarian and be reviewed by a board-certified veterinary radiologist at the purchaser's expense. In the event that it is found that the puppy was exposed to was excessive stress during the previous 24 months (i.e. jogging, jumping, overweight, pregnancy etc.) or if a male puppy has been neutered before 18 months of age, or a female has been spayed before 18 months of age; the above warranty shall not apply and the Breeder shall bear no liability or responsibility to the Buyer.

If this puppy develops a debilitating, hereditary eye disease, confirmed by a **board certified veterinary ophthalmologist** prior to reaching its second birthday, the Breeders shall refund \$700.00 of the purchase price initially paid by the Buyer.

To the best of the Breeders knowledge and belief, there is no history of epilepsy or allergies in this puppy's background. It is understood and agreed that the Breeders knowledge is also because they cannot test the sire or dam for at the time of breeding. The hereditary and environmental causes of these diseases are not perfectly known and therefore, no warranty can be given against their occurrence and any unfortunate circumstance of such a condition existing the Breeder bears no responsibility.

Any other replacements are at the Breeder's discretion. **NO REFUNDS WILL BE GIVEN. All costs pertaining to veterinary bills, transportation expenses etc. shall be borne by the Buyer(s).**

7. The Breeders shall not bear any responsibility to the Buyer's for the development of any non-genetically derived disqualifying faults, diseases, disorders, or any conditions which are due to the Buyer's negligence and willful neglect.

The Breeder recommends a commercially prepared raw diet be fed.

8. The Buyer(s) agree that he/she will not in the future use or allow the puppy to be used for breeding either intentional or accidental without the Breeders express written consent. Anyone wishing to breed this animal must sign a separate breeding contract with the Breeders. The Buyer(s) agree that if a breeding (planned or accidental) should occur, they will be subject to a fine for such a breach of contract in the amount of \$3,000.00 per each resulting puppy born. This infraction of the contract shall serve as a basis of estoppel to any defense raised by a Buyer in a court of law.
9. The **Buyer(s)** states that they are in no way as an agent in the purchase of the puppy, and the puppy will not be sold to an agent or pet store nor shall this puppy ever be sold, raffled or given away to be used as a prize.
10. The Buyer(s) agrees that if for any reason they must dispose of the herein puppy at any time during its life, **the Breeders will be notified before any action is taken.** The puppy must be either returned to the Breeders and the Breeder shall assist in relocating the animal to a **Breeder approved suitable home.** The Buyer understands and agrees that all Canadian Kennel Club registration papers be returned, and the ownership must be signed over to the Breeders at the time of return.
11. The Breeders shall not be responsible for any debts or expenses incurred by the owner for any reason in the return of the puppy.
12. The Buyer(s) release and agree to hold the Breeders harmless from any and all liability for injuries or damages to persons, other animals, or property caused by the dog/puppy while in the Buyer's possession or care. It is understood and agreed that the Buyer shall indemnify the Breeder from any costs associated with the above-mentioned.
13. The Buyer(s) agree to inform the Breeders when they move or change phone numbers, within 30 days of such change, for the life of the puppy-

14. The Buyer(s) agrees to keep the puppy in proper physical condition, to keep all vaccinations up to date and **to provide a safe environment** for the puppy (i.e. **kennel run, fenced yard, not running loose or tied out**).

If in the opinion of the Breeders, the animal is at risk due to the negligent actions or inactions of the Buyer, the Buyer(s) irrevocably grants their permission to allow the Breeder's reasonable right to enter the Buyer's property to **repossess the puppy with either a full, partial or no refund of the purchase price. Such payment will be made at the Breeders discretion only.** Upon such an intervention by the Breeder the Buyer shall provide all papers including the CKC registration certificate to be returned to the Breeders at the time of repossession. Should it be necessary to enforce any part of this contract by legal means, all expenses incurred by the Breeder in retrieving the puppy will be the responsibility of the Buyer and this document is to be relied on in a court of law. No part of this contract is transferable without the express written consent of the Breeder.

NO BREEDER can ever produce 100% healthy-for-life dogs.

As Breeders, we have made an effort to ensure that our puppies will grow up to be healthy, sound dogs. As we are all aware though, there are no guarantees in life, unforeseen tragic events happen to everybody and everything all the time. Due to the complex genetic interactions and environmental factors beyond our control we cannot guarantee that a puppy purchased from Nopper will be totally free of genetic disorders which we cannot test for at this time, there is always going to be a small risk of some genetic problems occurring from time to time.

By signing this statement, I/we hereby acknowledge that an outline of some of the possible genetic defects has been explained and I/we understand that there is a small risk of a genetic defect.

DO YOU HAVE ANY FURTHER QUESTIONS REGARDING THIS CONTRACT?

Initials Buyer

IT IS UNDERSTOOD THAT THIS CONTRACT IS MADE AND SIGNED BY ALL PARTIES TO ENSURE THE WELL-BEING AND PROTECTION OF THIS ANIMAL. SHOULD IT BECOME NECESSARY TO ENFORCE ANY PART OF THIS CONTRACT BY LEGAL MEANS, ALL EXPENSES WILL BE THE RESPONSIBILITY OF THE BUYER.

Signed on this date in the county of Leeds and Grenville.

Breeders:

Buyer(s):

Date:
