

Name: _____
Address: _____
City: _____ Code: _____
Phone: _____
Email: _____

**Nopper Tollers
Deborah & Keith Garland
585 County Road 5
Toledo ON K0E 1Y0
tollers @nopperdogs.com
www.nopperdogs.com**

Whereas Deborah & Keith Garland (hereinafter called the "Breeders") offer for sale a Nova Scotia Duck Tolling Retriever described as follows

Nopper's _____

Sire: _____ Dam: _____

Born: _____ Sex: _____

Microchip: _____

Ownership will be transferred to the buyer on the following terms, conditions and warranties, no other warranties or conditions are either expressed or implied.

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 12 months and female puppies are not to be spayed before the age of 9 months. If a female is spayed before 9 months of age or a male neutered before 12 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 age, and was found to be in good health at the time of examination. 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 dogs whose vaccination history is unknown, nor to areas they 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.

Failure to do so will relieve the breeders of all liability.

If the veterinarian finds anything seriously wrong with the puppy, the Buyer(s) 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 indicating the nature of the puppy's illness.

A diagnosis of coccidiosis, giardia, internal or external parasites or any type of bacterial infection does not render the puppy unhealthy. A diagnosis of undescended testicles, hypoplastic vulva or small umbilical hernias does not constitute a debilitating congenital condition.

If the Buyer(s) chooses not to return the puppy, then the Buyer(s) waive any and all claims regarding the puppy's health and relieve the Breeders from any liability resulting from ill health of the puppy.

After three (3) working 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 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. This contract and all veterinarian health certificates must be returned to the Breeders and ownership must be signed over to the Breeders. The Buyer(s) agree that they are completely satisfied with the puppy's conformation and outward appearance and waive any and all claims related to such.

6. The Breeders breed only from dogs clear of any known genetic defects that we can test for and were certified clear of hip and elbow dysplasia.

The puppy is warranted against hip and elbow dysplasia up to the age of 24 months as long as Breeder recommendations for feeding and exercise were followed. The Breeders shall a) provide a replacement puppy (as soon as one is available) to any animal that has to 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 surgery performed on the puppy, a onetime only payment of \$700.00 of the purchase price will be given in lieu of a replacement puppy. The replacement will be 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. If it is found that there was excessive stress previous to the 24 months of age (i.e. jogging, jumping, overweight, pregnancy etc.) or **if a male puppy has been neutered before 12 months of age, or a female has been spayed before 9 months of age, or an inappropriate diet feed to the puppy; the above warranty does not apply.**

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

To the best of our knowledge, there is no history of epilepsy or allergies in this puppy's background, but these are things we cannot test the sire or dam for. The hereditary and environmental causes of these diseases are not perfectly known and therefore, no warranty can be given against their occurrence.

Any other replacements are at the Breeder's discretion. **NO REFUNDS WILL BE GIVEN. All veterinary, transportation expenses etc. will be paid by the Buyer(s).**

7. The Breeders will not be responsible for the development of any non-genetically derived disqualifying faults, diseases, disorders, or any conditions which are due to the Buyer's negligence

The Breeders recommend that the puppy be fed a **quality grain free adult food, or a raw diet.** If the puppy is fed regular or large breed puppy food past the age of 4 months, the warranty is null and void. The breeders request that all UPC codes and dated receipts be kept from bags of dog food as proof of the type of food 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. Anyone wishing to breed this animal must sign a separate breeding contract. The buyer(s) agree that if a breeding (planned or accidental) should occur, they will be subject to a breach of contract fine of \$2,000.00 per each resulting puppy born. This is not negotiable.

9. The **Buyer(s)** states that they are not acting as an agent in the purchase of the puppy, and the puppy will not be sold to an agent or pet store nor will this puppy ever be sold or given away to be used as a prize or a raffle.
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 or else the Breeder will assist in relocating the animal to a **breeder approved suitable home.** The Canadian Kennel Club registration papers must be returned and ownership must be signed over to the breeders.
11. The Breeders will not be responsible for any debts or expenses incurred by the owner for any reason.
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 while in the possession or care of the Buyer(s).
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 actions or inactions of the buyer, the Buyer(s) grant their permission to allow the breeders to enter the buyer's property to **repossess the puppy with full, partial or no refund of the purchase price (breeders' discretion)**. All papers including the CKC registration certificate will 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 will be the responsibility of the buyer. No part of this contract is transferable.

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

As Breeders, we have made every effort to ensure that our puppies will grow up to be healthy, sound dogs and we've taken advantage of what is readily available to us by way of x-ray certification, ophthalmologist testing, DNA testing and studying pedigrees of all our adult dogs before breeding. 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 cropping up.

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?

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:
