PURCHASE AGREEMENT – BINDING CONTRACT

BETWEEN

RICHLANDS KENNELS

(Hereinafter "The Breeder")

-AND-

[NAME]

(Whether singular or plural, hereinafter "The Purchaser")

SAMPLE

THE PARTIES:

1. Richlands Kennels is a registered kennel with the Canadian Kennel Club (hereinafter "CKC"). The Breeder is located at:

Street: 58 Begbie Rd

City: Cherryville

Province: British Columbia

Telephone: 250-540-4230

Contact: Becky Rowan

2. The second Party or the Purchaser of the dog to be transferred and herein described is:

Full Legal name(s): _____

Street: _____

City: _____

Province/State: _____

Postal Code/Zip _____

Telephone _____

Email: _____

CKC membership or membership in other recognized pure breed registry, if applicable (please indicate organization name):

_____

3. The Canadian Kennel Club (CKC) Non-Breeding Agreement is attached as Schedule 'A', and forms a binding part of this contract, such that by signing this, you agree to be bound by the CKC Non-Breeding Agreement.

PURPOSE:

4. The purpose of this agreement is the transfer of ownership of a CKC registered Australian Cattle Dog. This agreement represents all:

   a) Condition of transfer;

   b) Non-breeding or breeding rights of the Purchaser;

   c) Liability;

   d) Damages; and

   e) Termination of agreement

   Any representations/terms and conditions that may have been stated orally or in writing, but are not contained within or form part of this agreement, are not binding on either party to this agreement.

DESCRIPTION OF DOG BEING TRANSFERRED:

5. The dog being transferred to the Purchaser under this agreement is best described as coming from the litter:

Dam (name): _____

Sire (name): _____

Litter born (date): _____

Gender: _____

Distinguishing markings:_____

Tattoo/Microchip #: _____

Color: _____

CKC litter #: _____Theme Litter Name: _____

SAMPLE

COMPENSATION:

6. The Purchaser agrees to pay to the Breeder **PRICE (**CDN) for the dog being transferred, and any other costs, such as shipping, flights, crates etc. (if applicable). That sum and the terms and conditions in this contract constitute full consideration for the transfer of ownership the above described dog into the Purchaser's name. This amount is to be paid in the following manner:

   _____ deposit at time of reserving the pup; (refundable only at the discretion of the Breeder)

   _____ at the time the dog is picked up and this contract is signed; and,

   _____ other costs for ___flights, crates, service fees, etc._____

   _____ representing all costs to the Purchaser.

BREEDER WARRANTS:

7. The Breeder warrants the following:

   a) that, to the best of the Breeder's knowledge, the dog being transferred is free of any communicable diseases and is of sound body, stable temperament and is in good general health at the time of transfer;

   b) that the dog being transferred was the result of a breeding from a dam and a sire that are OFA (Orthopedic Foundation for Animals) certified clear or preliminarily cleared of hip and elbow dysplasia;

   c) that the dog being transferred was the result of a breeding from a dam and a sire that have been CERF or DNA tested for prcd and rcd4 form of Progressive Retinal Atrophy, Primary Lens Luxation (PLL) and were also hearing tested (BAER);

   d) that, if the dog being transferred develops veterinarian-confirmed clinical signs of:

      (i) hereditary juvenile cataracts, which applies only to dogs that may be used for breeding purposes;

   or any of the following conditions, which apply to all dogs being sold,

      (ii) progressive Retinal Atrophy (prcd and rcd4, Primary Lens Luxation; or

      (iii) genetic deafness; or

      (iv) congenital (birth) defects that would severely compromise the dog's health;

   Then the afflicted dog being transferred will be replaced with another dog of equal conformation / value when one becomes suitably available from the Breeder. The Purchaser may choose to return the affected dog to the Breeder, keep the dog in their possession or have the dog humanely euthanized. The Breeder is not liable for reimbursement of the cost of the dog or any associated vet costs. Any claims of the above conditions must be verified by a competent veterinarian and a written report supplied to the Breeder before a replacement dog will be offered.

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e) That if the dog being transferred is clinically diagnosed with hip or elbow dysplasia before 26 months of age through x-rays read by qualified OFA personnel, and the dog has not been bred, although transferred with breeding rights, then the Breeder will replace the dog and contribute up to $100.00 (Canadian funds) towards spaying or neutering of the dog upon receipt of a certificate from a competent veterinarian stating such an operation has been performed.

Registration of transferred dog:

f) that the Breeder shall register the dog that is being transferred with the CKC, in the name of the Purchaser as stated above.

g) that the Breeder shall provide to the Purchaser a certificate of registration issued by the CKC, upon receipt of the certificate from the CKC.

h) that, if the dog is being transferred with no breeding rights, the Breeder shall also register with the CKC the "NON-BREEDING CONTRACT" signed by the Purchaser.

Health records of dog being transferred:

i) the Breeder shall provide to the Purchaser the health records for the dog being transferred, verifying that:

(i) a veterinarian conducted a general examination;

(ii) first set of puppy vaccinations were administered;

(iii) the puppy has been dewormed;

(iv) the puppy's hearing has been tested; and,

(v) the puppy has been microchipped.

NON-BREEDING / BREEDING CONDITIONS:

8. The Breeder transfers ALL dogs under the CKC Non-Breeding Contract. This forms part of the filing with the CKC for all applications to register a transfer of a dog from a Breeder to a Purchaser.

9. The Breeder, at their sole discretion, may lift the Non-Breeding Conditions through entering into a For Breeding Contract for the dog being transferred, if the Purchaser provides proof that:

a) the dog is x-rayed and proven clear of hip and elbow dysplasia; and,

b) the dog's eyes are examined and found clear of genetic problems; and,

c) the dog is free of other genetic disorders; and,

d) the dog is deemed by the Breeder to be valuable to a future breeding program for the enhancement of the breed; and,

e) the Breeder is granted the right of first selection of puppies from each litter; and,

f) the Purchaser pays all associated costs for the change of filing with the CKC; and,

g) the Purchaser is to obtain all health clearances on both the dog being transferred and the intended stud or bitch BEFORE any breeding's take place.

SAMPLE

h) the resulting progeny must be registered with the CKC or other appropriate official body under their rules and guidance;

i) all progeny resulting from a breeding of the dog being transferred must have their hearing tested (BAER test) by a qualified veterinarian neurologist, and any progeny used in a breeding program shall also have the appropriate health clearances as well before being bred.

j) the Purchaser has become registered with the CKC or other appropriate official body as a breeder themselves; and,

k) the Purchaser has complied with all bylaws and licensing regimes in the Purchaser's geographical area that are applied to breeders of purebred dogs.

10. The Purchaser shall take all precautions to ensure that the dog being transferred is not used for breeding or to produce a litter. If the dog being transferred is solely of pet quality and not to be used for a future breeding program, which is decided at the sole discretion of the Breeder, then the Purchaser shall have the dog that is being transferred spayed or neutered between the age of one year and two years old and shall provide proof to the Breeder by providing a copy of the spay/neuter certificate signed by a veterinarian.

11. In the event that the dog being transferred has been bred, either accidentally or intentionally, and produces a litter, which is a clear breach of the CKC Non-Breeding Agreement and this contract, the Purchaser is liable to pay the Breeder $5,000 for damages to their good name, and will be liable for all of the Breeder's legal costs associated with the breach, and veterinarian expenses respecting the appropriate testing for any and all genetic disorders associated with the breed.

PURCHASER WARRANTS:

12. The Purchaser warrants the following:

a) that they understand their responsibilities to become aware of the nature of the breed of dog being transferred, diseases associated with the breed, and to take precautions to avoid these diseases;

b) that the dog being transferred has a sound temperament, and that the Purchaser understands that maintaining a sound and stable temperament takes proper discipline and training, and that the animal's temperament will change if the dog is neglected, mishandled, or abused;

c) that the dog being transferred will receive proper veterinarian care, including, but not limited to: all required vaccinations for a puppy, all the yearly booster vaccinations thereafter or testing for levels (this is, titer tests), as required;

d) that the Purchaser understands and will provide for the nutritional needs of the dog being transferred, to maintain a healthy life and lifestyle suited for the breed, avoiding 'environmental' problems that may contribute to hip dysplasia, bone deformation, heart problems, or that otherwise could compromise the dog's health;

e) that, at the Purchaser's expense, the Purchaser shall have the dog being transferred x-rayed for hip dysplasia before 26 months of age by a competent veterinarian, and these x-ray(s) to be read by a qualified OFA radiologist; and if these x-rays show signs of anything other than normal hips, to provide the x-rays and the written report form the veterinarian to the Breeder before doing anything further with the dog;

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Naming dog being transferred:

f) within 30 days of the signing of the agreement, the Purchaser will name the dog being transferred by using "Richlands" as a prefix to the puppy's name that will be registered with the Canadian Kennel Club (CKC) (in some cases, a second kennel name may be required), and that the total name, including kennel names, spaces, hyphens and apostrophes, will be a maximum of thirty characters; otherwise, for the purpose of the CKC registration the Breeder has the right to name the dog being transferred;

Training:

g) the Purchaser understands that it is their responsibility to ensure that the dog being transferred obtains all the proper training, socialization, and care to ensure the dog becomes a good canine citizen, and that they agree with the recommendation of the Breeder to enroll the dog in a series of dog obedience classes on a regular basis to help socialize and train the dog to become a well-behaved dog;

First right of refusal:

h) the Purchaser agrees that, if for any reason they intend to dispose of or transfer ownership of the dog being transferred under this agreement, they are to notify the Breeder and provide the Breeder the right to exercise the first right to take back or assist in the re-homing of the dog;

i) in the event that the Breeder takes back the dog, the Purchaser shall immediately (within 24 hours) sign the required CKC registration and Non-Breeding Contract, transferring the dog back into the Breeder's name;

j) the Breeder may, upon re-homing the dog being transferred, not to a foster or the Breeders home, refund $200.00 of the original purchase price (not negotiable): $100.00 refunded 30 days after the dog have been successfully re-homed and $100.00 refunded 60 days after re-homing;

k) in the event that the dog to be re-homed has been malnourished, abused, or mistreated, no refund will be given;

l) in the event that the Purchaser finds a suitable re-home (at the sole discretion of the Breeder) for the dog being transferred, then no refund will be given. No dog obtained from the Breeder, unless authorized by the Breeder, will be advertised on any websites, newspapers, magazines, etc. for sale, trade, barter, lease, lend, breeding, or "free to good home", etc.

Terms and conditions follow dog being transferred:

m) the Purchaser agrees that if the dog is to be transferred to new ownership, that all terms and conditions in this contract and the Non-Breeding Contract will remain in effect for each transfer, and the Purchaser and all subsequent Owner(s), of the dog being transferred must be informed of and sign an agreement to abide by, all terms and conditions contained herein.

SAMPLE

Strict prohibitions:

n) the Purchaser will care for the dog being transferred and shall not sell, give or lend the dog being transferred, or any of its progeny, to: pet stores; pet wholesalers; puppy mills; research facilities; or any person(s) or groups known to be associated with such activities.

o) In the event that such a transfer or loan does take place, as described in the paragraph 12(n) above, the Purchaser shall be held liable to pay $5,000.00 for damage to the Breeder's good name and all costs associated with the retrieval of the dog being transferred, and any progeny associated with the event. As part of the damages, the Purchaser will be liable for all associated legal costs incurred by the Breeder defending the Breeder's good name, and in any legal action that may be required to retrieve the dog(s).

ACKNOWLEDGEMENTS:

13. The Breeder and the Purchaser, by their signatures affixed hereto and their initials on each page of this agreement, do hereby acknowledge that they:

a) have read and understand each of the terms and conditions contained herein;
b) agree to each of the terms and conditions contained herein;
c) either sought and received independent legal advice respecting the terms and conditions OR, made the decision to waive the right to independent legal advice;
d) have not been pressured or coerced into signing this agreement; and,
e) both the Breeder and the Purchaser enter into this agreement of the offer through their signatures herein affixed.
f) The purchaser must contact the Breeder immediately if there is a chance of address and contact information. The Purchaser must also immediately contact the Canadian Kennel Club informing them of the changes.

Notes:_____

_____

_____

SIGNATURES:

14. The Breeder and Purchaser, on this _____ day of _____20_____, in the municipality of Cherryville, British Columbia, and the country of Canada, with the full knowledge and understanding of the terms and conditions contained herein and for the compensation herein stated, accept these terms and conditions for the transfer of the dog herein identified.

_____ _____
Breeder Date

_____ _____
Purchaser Date

Initials: Breeder ☐ Purchaser ☐

SAMPLE

Schedule "A"

CKC Non-Breeding Agreement follows this sheet;

SAMPLE