

# Agreement of Sale

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**DATED:**

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*Between:*

RMD Pet Company

Seller

***-AND-***

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Buyer

***-FOR-***

Description of Dog Colour and Markings:

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Dog Sex:

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Dog Breed:

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Microchip Number:

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CKC Litter Number:

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Date of Buyer Possession:

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Date of First Vetting:

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## **OFFER**

This purchase contract is for a purebred \_\_\_\_\_  
registered with the Canadian Kennel Club provided by the Seller.

\_\_\_\_\_ Initial of Buyer

\_\_\_\_\_ Initial of Seller

## INTENT OF THE PARTIES

Upon execution of this agreement, the Buyer and Seller both agree to be bound by the provisions contained within, and this document shall be deemed to be sufficient evidence of the party's intention to be bound. This agreement may be amended with the written consent of both parties. Any amendment must be attached to this document and labelled 'Schedule A'.

## TERMS AND CONDITIONS

1. The Buyer agrees to pay the Seller funds in the amount of \_\_\_\_\_ in Canadian Dollars. These funds will constitute consideration for a:
  - Deposit for a puppy not yet born
  - Deposit for a puppy that has been born
  - Purchase for a puppy or dog

The Buyer agrees that these funds shall be paid at least 14 days from the date of intended possession unless another provision of this agreement stipulates otherwise.

2. The animal will be subject to a two-year conditional health guarantee from any life threatening genetic defects. If the dog should become deceased within two years of the date in which the Buyer takes possession of the animal, the Seller agrees to provide a refund of funds paid by the buyer by way of a credit memo. The Buyer agrees, that as a condition of the two years guarantee the Buyer will have the animal seen by TWO licensed veterinarians and produce an 'Official Certificate of Veterinary Inspection' from each Veterinarian. Each 'Official Certificate of Veterinary Inspection' must include a written description and the microchip number of the dog. The inspection must include factual details pertaining to the development of issues developed by genetic means and must be supported by the opinion of the Veterinarians.
3. The animal(s) will be provided to the Buyer with tails docked, vaccinated, dewormed, and micro chipped with a certificate of veterinarian inspection describing a healthy puppy.

4. The Buyer agrees to co-operate with the Seller in regards to vetting the animal. From time to time in order to ensure quality breeding of animals the Seller may request vet records, or to have the animal seen by a veterinarian. The Seller agrees to pay for any expense related to the cost of the appointment but not for any recommended care or treatment. The Seller asks the Buyers co-operation to ensure that the Buyers dog and future litters are to the high standard of animal that the Seller is providing.
5. The Buyer agrees that is common practice to have the animal's ears cropped. The Buyer agrees that they will follow the instructions of the Seller with respect to the posting and cropping of ears. The Seller agrees that they will provide on going care and support to the Buyer in the form of training, video tutorials, and answers to inquiries.

Buyer is aware that should they undertake to commence with ear posting procedure, the procedure may take more than four months. The Buyer agrees to communicate by way of weekly photos or in person visits with the Seller and to follow all Seller recommendations.

If the Buyer fails to follow all recommendations or fails to properly perform the procedure, the Seller is waived in all liability. Further, the Buyer will agree to provide the animal to the Seller to allow the Seller to conduct appropriate care at the Buyers expense. The Seller may also provide remedial care at an expense to the Buyer of \$40.00 per hour to correct if the procedure has been preformed incorrectly.

6. Upon taking possession of the dog, the Buyer agrees that they will have the animal seen by a licensed Veterinarian within 72 hours of the possession date. The Buyer agrees to notify the Seller, in writing, in advance of the possession date of the appointment time and date, and which veterinary office will provide the care. Failing to do so will absolve the Seller of all responsibility for any health issues with the dog.

The Buyer agrees that the animal shall begin all medications for Fleas, Ticks Heartworm or parasites that Veterinarian may prescribe.

7. The Buyer is aware that the registration of the dog is a 'Limited Canadian Kennel Club Registration'. The Buyer **MUST** sign the attached Canadian Kennel Club Non-Breeding Agreement. The Buyer agrees that this agreement is conditional on their acceptance of Canadian Kennel Club Non-Breeding Agreement. If the Buyer does not accept the Canadian Kennel Club

Non-Breeding Agreement this agreement is considered null & void and the Seller will not be responsible for providing the dog to the Buyer. The Seller will not be obligated to return any funds or deposits paid by the Buyer.

8. If the Buyer is purchasing the dog and lives outside of the legal jurisdiction of Ontario, Canada, the Buyer agrees that any amounts owing must be paid in full to the Seller 30 days prior to the date of possession or shipping of the animal. The Buyer agrees that if there is an amount owing, the Seller is no longer obligated to provide the animal to the Buyer until the Buyer has paid all amounts owing as well as a \$750.00 late payment penalty. Any expenses occurred by the Seller as of a result of late payments will be the responsibility of the Buyer. If after 30 days the account remains in arrears, the Buyer agrees to forfeit all rights to the dog and any funds that were paid to the Seller.
9. If the Buyer resides in the legal jurisdiction of Ontario, the Buyer agrees that all funds deposited for the purchase are non-refundable if the Buyer elects to cancel this agreement. If Buyer elects to cancel this agreement, the Buyer will be provided with a credit note for the sum of any deposited amounts towards the purchase of a puppy from another litter in the next 2 (two) years.
10. The Seller may elect to cancel this agreement in instances in which the Buyer and the Seller are unable to carry on a business relationship. In this circumstance the Seller must refund all funds paid by the Buyer.
11. If either party wishes to cancel this agreement, the other party must be informed in writing 30 days before the possession date unless both the Seller and Buyer agree in writing to cancel the agreement.
12. The Seller agrees to comply will all local animal care By-Laws, Provincial or State Laws, or Federal Laws. The Buyer agrees to advise the Seller of any complaints of mistreatment or improper care of the animal and to update the Seller as to the disposition of complaints. If the Seller suspects or is requested, the Buyer will co-operate fully with Police, Animal Control, Animal Care or the respective enforcement agency in the Buyers jurisdiction. This includes providing authorities with all information that the Seller should have in their possession including, but not limited to: home address, employment contacts, telephone number and any other record acquired during business.

13. The Buyer agrees that the Seller has provided information about the hazards of 'Dog Parks'. The Buyer agrees that they are fully informed by the Seller that a 'Dog Park' or other large communal area for dogs can be hazardous to your dog as there could be water and fecal borne illnesses and other dogs that may be hazardous to your dog's health.

14. The Dog is to be spayed or neutered (rendered physically unable to breed) no earlier than one year of age and no later than 18 months. The Buyer agrees that the Seller will retain Canadian Kennel Club Registration papers and shall not provide to the Registration documents until the Buyer provides the Seller with documentation signed by a veterinarian stating that the spay or neuter has been completed for the dog described in this agreement. The documentation must include the dog's microchip number and a description of the procedure performed.

15. The Buyer and Seller agree that the animal is a living and breathing creature. Thus, this agreement may become frustrated by situations out of either the Seller's or the Buyer's control. Examples of such situation includes but are not limited to: Natural disasters, still birth, or accidental death. If the Seller is unable to perform their obligation as defined in this agreement due to an unforeseen event, the Buyer and Seller agree that this agreement shall be considered **Frustrated** and the Seller will be responsible for returning all funds provided by the Buyer and not held to the performance of this agreement.

16. The Buyer agrees to provide the following information to the Seller as a condition of the sale:

Buyer Address: \_\_\_\_\_

Buyer Telephone \_\_\_\_\_

Buyer Email: \_\_\_\_\_

Buyer Drivers Licence Number: \_\_\_\_\_

Attached photocopy or photo of license to this agreement: Yes No

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

Buyer Reference 1: \_\_\_\_\_

Buyer Reference 2: \_\_\_\_\_

Buyer Banking Institution: \_\_\_\_\_

Buyer Employer: \_\_\_\_\_

Buyer Employer Phone Number: \_\_\_\_\_

17. The Seller agrees to not use the above information for any purpose other than attempting to locate the Buyer and the Dog. The Seller agrees to take all steps necessary to protect the Buyers information.
18. The Buyer agrees that failure to provide to the Seller updated contact information is a breach of the conditions of sale and subject to a fee of \$2,500.00 in addition to any legal fees the Seller may have to spend to locate the Buyer or the animal.
19. The Buyer agrees not to rehome or sell the dog without the expressed written permission of the Seller. The Seller agrees that if the Buyer is unable to provide or care for the animal, the Seller will take possession and ownership of the animal, at the Buyers expense.
20. The Buyer agrees that they are at least 18 years of age, and have the capacity to be bound by this agreement. Should the Buyer be determined not to have the capacity to provide consent, this agreement shall be deemed frustrated *as per* para. 13.
21. The Buyer understands that they are permitted to seek independent legal advice and are permitted time to review this agreement before consenting to be bound. The Seller is not obligated to perform until this agreement is signed.
22. If a provision of this agreement is or becomes illegal, invalid, or unenforceable, that clause or clauses shall not effect the validity or enforceability of any other provision of this Agreement. The provision shall be deemed severable.
23. This agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
24. The Buyer and Seller agree that, should a dispute arise, both parties agree to mediate the dispute in the Province of Ontario prior to commencing a legal action.

25. The parties agree that should this agreement be the subject of dispute, the matter will be heard in the jurisdiction of Ontario and that Ontario will be the location of the cause of action.

To Buyer:

I have read and been provided with the opportunity to review all the terms and conditions of this agreement. My signature shall be my authority as my intention to be bound by this agreement:

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Buyer Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the city of \_\_\_\_\_ in the Province/State of \_\_\_\_\_, in the country \_\_\_\_\_.

To Seller:

I agree to be bound by the above terms and conditions of this agreement. My signature shall be my authority as my intention to be bound by this agreement:

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Seller Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the city of \_\_\_\_\_ in the Province/State of Ontario, in the country Canada.

Witness:

I agree that I have witnessed this agreement between the Buyer and Seller.

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Witness Name

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Witness Signature