Amistosa Havanese Non-Breeding Sales Contract

Thank you for choosing Amistosa Havanese.

This Agreement will serve as a legal and binding contract between Terri Fudge, hereinafter called the "Breeder", and....., hereinafter called the "Owner" or "Purchaser". This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties hereto shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements and understandings not specifically set forth in this Agreement. The parties hereto further acknowledge and agree that, in entering into this Agreement, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement.

Name of sire:
Registration #:
CHIC #

Name of dam:
Registration #:
CHIC #

Name of Puppy: Amistosa's

Microchip #:

Sex: Color:

Date of whelp:

The above Puppy is purchased from Amistosa Havanese and will be referred to as "Puppy" or "Dog" in the agreement. This contract will remain in effect until such time as it has been fulfilled or terminated by the agreement of both parties.

Sale price for this Puppy is $

This Puppy is to be picked up by the Purchaser and the sale price is to be paid in full at that time by e-transfer, cash, certified cheque or bank draft, minus any deposit.

The Purchaser agrees they are obligated to use the kennel name Amistosa as a prefix to the Dog's registered name in recognition of the Breeder of said Dog.

.../Page 2

Health Guarantee:

Amistosa Havanese fully guarantees that all reasonable precaution has been taken in regards to the health of the parents of this Puppy and that they have received and passed tests including but not limited to BAER (hearing), CERF (eyes), Patella (knees), Heart, Hips, Elbows and Thyroid as well as general wellness blood tests.

This Puppy has been vaccinated at the age of eight weeks for Parvovirus, Distemper, Hepatitis and Parainfluenza. Should the Puppy be taken to its new home prior to twelve weeks, the Owner must ensure the Puppy receives a second booster shot by the twelfth week and a third shot by week sixteen. (See Recommendation #1 on attached Addendum)

This Puppy has been examined by Dr. Patricia A. Lechten of Allandale Veterinary Hospital: 66 Caplan Ave Barrie, Ontario L4N 9J2 (705) 733-1422, and received his/her first set of inoculations on....., has been dewormed using Strongid-T on ..... and ..... and was microchipped on .....

The Purchaser shall have 72 hours to have the Dog examined by a practicing veterinarian and shall have the right during a period not exceeding 48 hours after such examination to return the Dog if it is not in good health. Upon return of the Puppy and receipt of a written report from said veterinarian, the Purchaser will be refunded the full purchase price.

This Dog is also guaranteed for five (5) years from the date of birth to be free of life-threatening congenital defects.

Should the Puppy be found to have any life-threatening congenital defects prior to the age of 5 years, the Breeder will refund veterinary costs up to the price of the Puppy or the Puppy will be replaced, at the discretion of the Owner. The refund will be sent to the Purchaser after written certification is received by the Breeder from the veterinarian who is caring for the Puppy explaining exactly what the Puppy's medical condition is. In the event this Puppy dies, no refund will be given unless a necropsy is performed and the cause of death determined by the Purchasers veterinarian to be of a genetic nature. The Breeder will refund the cost of the necropsy as well as all veterinary bills associated with demise of the Dog, up to the price of the Puppy, provided that the veterinarian puts into writing what genetic problem caused the Dog to die. Alternatively, the Purchaser may also choose to have a replacement puppy instead of reimbursement of their costs.

No refund will be given for injuries sustained by the Puppy while in the purchaser's care.

Should it become necessary, the Purchaser should be aware that the return of a dog can be very difficult, especially emotionally and, having drawn the attention of the Purchaser to this, the Breeder cannot be held responsible for any distress caused by the return of the Dog.

This health guarantee does not cover the effects of the Leptospirosis or Lyme vaccine. (See Recommendation #2 on attached Addendum)

.../Page 3

Purchaser's Responsibility:

By signing this contract, the Purchaser agrees to have said Dog altered and to ensure the Dog is not bred or allowed, either by design or by accident, to produce a litter before they are altered. After the Breeder receives proof of spay or neuter, the Puppy's Canadian Kennel Club registration papers will be sent to the Purchaser. (See Recommendation #3 on attached Addendum)

This Dog shall not be used in any puppy mill operation, nor produce puppies for resale in pet shops, labs, or any organization whose intent is to resell, trade, or give away puppies to be used in any lab experiments.

The Purchaser agrees to provide safe guards for this Dog's well-being, including but not limited to, proper diet, obedience, proper socialization, shelter, exercise, companionship, and to provide yearly veterinary examinations, vaccinations, heartworm test, and any other usual procedures necessary to ensure good health.

The Purchaser also agrees that this Dog will not be tied or chained in any way, unless briefly, or allowed to roam free, but will be supplied a fenced yard, spacious kennel, or proper outdoor supervision.

If for whatever reason the Purchaser cannot or does not wish to maintain custody of the Dog at any time during its lifetime, ownership shall revert back to the Breeder, including all Canadian Kennel Club registration papers and without monetary reimbursement. At no time may the Dog be resold or given to a third party without an expressed written and signed agreement from the Breeder and no other excuse shall be valid. Further, should the Purchaser relinquish custody of the Dog, the Purchaser understands that it shall be their responsibility to get the Dog back to the Breeder or to pay expenses for the Breeder to recover the Dog.

In the event of breach of contract, the Purchaser does hereby agree that the Breeder may obtain return of the Dog without any monetary reimbursement to the Owners and shall be due the sum of Five Thousand Canadian dollars in liquidated damages incurred to the reputation of the Breeder's kennel name.

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario. Any proceedings in connection with this Agreement shall be brought in Oshawa, Ontario and the Breeder, being Terri Fudge, shall be entitled to the costs thereof; including but not limited to attorney fees and all travel expenses incurred by her and her attorney.

This agreement constitutes the entire meaning and understanding between the parties, and is entered into for the protection and well being of this Puppy. No part of the agreement is transferable.

.../Page 4

Declaration of Purchaser:

I confirm that I have read and had a full explanation of all the detail and meaning of this contract prior to purchase and I fully understand its purpose and reason. I also confirm that I am purchasing this Dog for myself/my family and not as agents for a third party.

Purchaser's signature: _____ Date:

Address: Phone:
Email:

Breeder's Signature: _____ Date:

Terri Fudge
Amistosa Havanese
www.amistosahavanese.ca
terri@amistosahavanese.ca

Addendum

Recommendations:

1. It is highly recommended that the rabies vaccination be given separately at least a month after the third set of shots. It has been proven that excessive and combined vaccinations may jeopardize the health of a dog.

2. Leptospirosis or Lyme vaccine has proven to be a serious health threat to the Havanese and it is strongly recommended that the Purchaser not have this vaccine administered to the Puppy

3. Altering the Dog should be left until he/she reaches a minimum of 1 year of age. There is research that strongly suggests that the absence of the hormones that a dog creates as they mature causes both skeletal problems such as vulnerable knee joints and hips as well as a slightly higher rate of other problems. Articles supporting the latest research are readily available and can be provided upon request.

4. It is recommended that the Puppy's teeth be examined at 7 or 8 months and should any baby teeth be retained, especially canine teeth, they should be removed. It is very common for toy dogs to retain baby teeth.

5. It is strongly encouraged that the Owner remains in contact with Amistosa Havanese about said Dog for the life of the Dog. We care about the well-being of all our dogs and this will help us learn strong points and weak points in the breeding program. The Purchaser is asked to provide to the breeder:

    a. A minimum of one picture each year by either photograph or email
    b. One video per year either by email or posted on the internet (this can end after the dog's third birthday)
    c. Any change of address or contact information
    d. Any questions or concerns regarding a change in said dogs behavior or health