

ANWEN WELSH SPRINGER SPANIELS

Deryn Barnes
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Canada V9J 1B8

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NON-BREEDING SALES AGREEMENT

Regarding the sale of the Welsh Springer Spaniel dog, whelped on _____

Registered Name Anwen's _____ (the dog or puppy)

Registration Number (CKC) _____ Sex _____ Colour Red & White

Sired by _____

Registration Number _____ Colour Red & White

Out of _____

Registration Number _____ Colour Red & White

Owned and bred by Deryn Barnes, Anwen Welsh Springer Spaniels.

This agreement is between Deryn Barnes (we, the seller)

And _____ (you, the buyer or buyers).

The dog is sold as a companion, non-breeding puppy for the purchase price of \$ (CAD) of which a \$ 300 deposit was paid. If we are unable to provide you with a suitable and healthy puppy of at least nine weeks of age, then the deposit will be returned to you. If you decide not to take an available puppy after agreeing to purchase a puppy and sending the deposit then the deposit will be forfeited to the seller. The balance of the purchase price is due before the puppy leaves the seller's residence.

The puppy is being sold as a companion. The seller and owner will complete a CKC Non-Breeding Agreement which will be forwarded to the CKC at the same time as the Transfer of Ownership. The Non-Breeding Agreement may be cancelled only after mutual consent between owner and seller. The owner is encouraged to spay/neuter the dog after the age of one year, or based on advice from their veterinarian.

A) We agree to refund the purchase price if either,

1. Within the first 48 hours of you taking possession of the puppy, you are unsatisfied with the puppy, or
2. Within the first 72 hours of you taking possession of the puppy, a veterinarian notes unsoundness or significant defect. We must receive written documentation from the attending veterinarian before returning the puppy. Within these time periods, we must receive notification of you deciding to return the puppy. A full refund will be made after the puppy, registration documents and health records have been returned to us. Accidents and/or abuse and/or neglect during your possession are not grounds for a refund. We will pay for half the shipping charges.

B) You agree to:

1. Have the puppy examined by a veterinarian within 72 hours of you taking possession of the puppy.
2. Vaccinate the puppy against distemper, hepatitis, Para influenza and parvovirus at 12 weeks of age and as recommended by a veterinarian thereafter.
3. Vaccinate the puppy against rabies by 6 months of age and as recommended by a veterinarian thereafter.
4. Check the puppy for the presence of intestinal parasites at the first veterinary examination, again in six months and at least yearly thereafter.
5. Have hips, elbows and thyroid evaluated between 24-26 months of age.
 - a) Hips and elbows are to be evaluated for dysplasia using X-rays taken by a veterinarian using AVMA or CVMA recommendations for positioning. The X-rays are to be submitted to OFA for evaluation and registration in their database.
 - b) The puppy is to be tested for signs of thyroiditis using a panel of blood tests. The blood is to be collected by a veterinarian and tested by an accredited laboratory according to OFA requirements. The test results are to be submitted to OFA for evaluation and registration in their database.

On all OFA applications, you are to indicate that both normal and abnormal results are to be released to the public.

To assist with the costs of these tests, we agree to refund an amount of \$200 on receipt of proof of the tests being carried out.

6. We are to be promptly notified of the evaluations for hips, elbows and thyroid. This is important information used in breeding programs.

C) Should the puppy be found to have any of the following conditions, we agree to replace the puppy with another puppy:

1. Hip dysplasia or abnormal elbows is determined by OFA at between 12-26 months of age.
2. Epilepsy is confirmed by a veterinarian before age 7 years after ruling out poisoning, tumor or trauma and after the following minimum blood work: blood sugar for diabetes or hypoglycemia; T3/T4/TSH panel for liver function; heavy metals for toxicity. If we are unable to provide a replacement puppy within one year of receiving a written request along with supporting documentation from a veterinarian for any of the above conditions then the original purchase price will be refunded to you. In such case, you may keep the puppy and it must be spayed/neutered with the advice of a veterinarian.

D) You further agree to:

1. Care for the dog humanely (including adequate food, shelter, water, exercise and veterinary care) and to license and keep the dog in accordance with local laws.
 2. Keep the dog as a house pet, to be exercised in a fenced yard or on a leash, and not to be free to roam unattended.
 3. Have all family members read and discuss the book "How to Raise a Puppy You Can Live With". All family members must be **TOTALLY FAMILIARIZED** with the methods given in this book and agree to use them with the puppy. We will provide a copy of this book to you upon receipt of the deposit.
- . Attend and complete one set of group puppy training and socialization classes or one set of basic group obedience classes prior to the puppy attaining 8 months of age. The classes must be based on motivational training methods and not to participate in any training classes that promote or advocate hitting, jerking or yelling at the dog.

E) Should you at any time decide to sell or re-home the dog we must first be contacted by you and offered the right of first refusal to have the dog returned to us. In no case may the dog be sold or given to others without a contract containing the restrictions and undertakings of this agreement. In no case may the dog or any offspring be sold to a pet shop or any wholesale or retail buyer.

F) Should you return the dog for any reason then a signed CKC registration application, pedigree and health information (including rabies certificate and rabies tag) are to be

returned with the dog. We will return to you any monies received from the resale of the dog, less any costs incurred.

G) You agree to maintain regular contact with us (at least every six months) regarding health information, training progress and any problems or questions. This information is of great value to the seller in evaluating their breeding programs. You and we agree to inform each other of any changes in address, email or telephone numbers so that contact can be maintained.

The seller makes no representations, warranties or guarantees other than those described in this agreement. The seller is not in any way liable for loss, damage or injury caused by the dog, whether real or perceived. The seller is not responsible for any costs associated with determining or treating any condition or health problem the dog may or may not have or develop. The seller is not responsible for the care of the dog once it leaves the seller's possession unless and until the dog is returned under the terms of this agreement. In the event of a dispute stemming from this agreement, the laws of the Province of British Columbia will apply. Both parties agree to seek resolution under the provisions of the Civil Resolution Tribunal Act. In the event of a dispute involving the quality of or suitability of the dog then the opinions of the seller shall over-ride that of all others. By signing below, each party certifies having read this agreement, knowing and understanding the meaning and intent of this agreement, and committing to its undertakings.

We, the Seller: _____ Date: _____

(at the address and contacts first noted above)

You, the Buyer: _____ Date: _____

and if co-owned _____ Date: _____

Address: _____

E-mail: _____ Tel: Home _____

Cell _____