

TitanBear Newfoundland Dogs

Kim & Gary Haynes
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PURCHASE CONTRACT

Between:

TitanBear Newfoundland Dogs,
as operated by Kim and Gary Haynes ("Seller")

- and -

("Buyer")

Buyer's Information

Address: _____
Telephone: _____
Email: _____

Puppy Information

Litter Registration #: _____
Puppy Registration #: _____
Registration Name: _____
Breeder: _____
Puppy's Vet books sent on: _____

Dam Information

Dam Name: _____
Registration #: _____
Breeder: _____
Owner: _____
Owner Address: _____
Copy of Pedigree sent on: _____
Copy of Certifications sent on: _____

Sire Information:

Sire Name: _____
Registration #: _____
Breeder: _____
Owner: _____
Owner Address: _____
Copy of Pedigree sent on: _____
Copy of Certifications sent on: _____

TitanBear's goal is to ensure that:

This magnificent black gentle giant which originated from my family's homeland of Newfoundland continues to be enjoyed through many generations as a result of its soft disposition, its warm and understanding attitude, its love and patience to the young and elderly, its protective and non-aggressive behavior, and it's classical individuality. TitanBear always strives to breed sound, high quality dogs.

This contract ensures that this cute little Puppy, who will soon grow into a massive Dog, will become a cherished member of your family- a companion with calm affection and good social skills. This will require care and patience, socializing, obedience training, and good diet, exercise, healthcare and grooming.

TITANBEAR OBLIGATION

1. This Agreement is for the purchase of one Puppy (also referred to as the "Dog") for the sum of \$ _____ and a Canadian Kennel Club Non-Breeding Agreement.
2. **TitanBear** will strive to ensure that their Newfoundland dogs are bred to remain true to it's original temperament, which is known for its intelligence & dignified fun.
We will not knowingly breed any sire or dam that has a bad temperament.
3. **TitanBear** will only breed a sire & a dam of which are cleared of any known genetic disease of the breed at that time of breeding.
4. **TitanBear** warrants the Puppy is free from any crippling genetic diseases until the puppy reaches two years of age, provided that:
 - a. the Buyer has fulfilled all the obligations set out below and has met the physical and social needs of the Puppy, and
 - b. Buyer provides **TitanBear's** veterinarian access to the Dog and/or the Dog's medical data.

In this paragraph "Crippling" means any hereditary condition that renders the puppy unable to function as a pet in an average dog-friendly household.

5. **TitanBear** will be available to discuss any concerns with the purchaser of a Newfoundland Dog at any reasonable time.

BUYER'S OBLIGATIONS

6. You must be willing and able to share their house and life with this Newfoundland Dog. You must take care of the Dog's needs, including the following needs:
 - a. They need to be around you. They thrive on companionship and want to be wherever you are.
 - b. They require socialization. They must be able to meet people & learn to interact with all ages.

- c. They should not be relegated to spend the majority of their time the backyard or kennel. This will cause the Puppy to grow up to be an unsociable, unruly, and unhappy giant.
7. You must educate your Dog, which means undertaking basic obedience training and creating and following household rules. This cute, sweet little Newf Puppy will grow up to be a large, powerful dog. Dogs live in a social hierarchy led by a pack-leader – you must assume the leadership or the dog will do so with unhappy consequences. Obedience training will assist you in assuming the leadership role.
8. When the Dog reaches the age of 10 months, or within a 6 months of obtaining a **TitanBear** Newfoundland Dog, whichever is sooner, the Buyer must provide to **TitanBear** a certificate showing successful completion of basic obedience training from a recognizable facility.
9. You must ensure that the Dog's diet has been pre-approved by **TitanBear** and it has sufficient amounts of fresh water in clean dishes. With a healthy diet your Dog is more likely to be strong, to live longer, and be happier and healthier.
TitanBear prefers that the Dogs are given a holistic diet.
10. You must ensure that your Dog is properly exercised and contained. You must protect the Puppy against activities where the Puppy could injury itself. Some activities that could cause a Puppy to become injured includes:
 - a. jumping or running up or down stairs;
 - b. slippery floors; and
 - c. too much exercise.
11. You must exercise or play with your Dog daily. If you do not, your Dog will become a “couch potato” as an adult.
12. Until this Puppy reaches two years of age the Buyer agrees:
 - a. to not put the Puppy on any object that it might fall off or jump off (e.g. chair, beds, or sofa);
 - b. to restrict the Puppy from laying on hard surfaces such as cement or asphalt; and
 - c. to not use the Puppy for carting, sledding, hauling, backpacking or any similar physically stressful activity.
13. You must bring your Dog to your veterinarian not less than once a year & provide all necessary vaccinations and medical attention that your puppy/dog needs.
You must report any genetic abnormalities to TitanBear immediately.
14. You must ensure that your Dog is groomed on a regular basis as set out below, as Newfs have a very shaggy, heavy, oily coat. You must never shave your Dog unless it is for medical intervention and approved by a veterinarian. A Newfoundland dog who is not groomed regularly will have mats which will become very uncomfortable. So please take 15 minutes a day to groom your Newf or vacuum!!!
15. If you find that you are unable to care for your **TitanBear** Dog, or you must pass on ownership or the possession of your Dog, then you must first give **TitanBear** the option to assume possession or ownership of the Dog by providing notice to **TitanBear**. You agree that you may not transfer possession or major caretaking duties of your Dog without prior written approval of **TitanBear**. Further you agree to require any new owner or major

caretaker to sign an agreement with **TitanBear**, the terms of which are at **TitanBear** sole discretion.

16. At no time will you knowingly allow a **TitanBear** Newfoundland dog be turned over to any pound, humane society, or animal shelter. If you have reason to believe a **TitanBear** Newfoundland dog is or may become under the care of any pound, humane society or animal shelter and are unable to prevent it, you agree to immediately notify **TitanBear**.
17. Buyer **must have** the puppy spayed or neutered between the age of 13 to 16 months, and agrees to provide **TitanBear** a copy of the veterinary certificate of the procedure, unless a breeding (including studing) agreement has been reached prior to reaching 16 months of age, including a breeding contract and a CKC Co-ownership Registration with Kim & Gary Haynes. Buyer agrees to pay for any fees associated with a breeding contract and registration.
18. Buyer is responsible for all transportation, delivery and shipping and handling charges for the transportation of the Puppy.

REMEDIES

19. If any of the Buyers Obligations noted above are not adhered to, the **TitanBear** has the right to take possession of the Puppy at the Buyer's expense. Any medical expense for failure of these obligations is the Buyer's responsibility.
20. The Buyer further agrees that if any procedural or legal action is undertaken to protect the Dog or enforce any provision of this agreement, Buyer is responsible for all of **TitanBear** legal costs on a solicitor and own-client basis.
21. If the Buyer breeds the **TitanBear** Newfoundland Dog without prior breeding agreement (Breeding Contract and CKC Co-Ownership Registration) in place with **TitanBear**, **TitanBear** has the right to seize the entire litter that results from such unauthorized breeding. Further, Buyer agrees to pay to **TitanBear** \$2000.00 for each puppy born as a result of unauthorized breeding, plus an additional \$10,000.00 as compensation for damages to **TitanBear**, and any additional costs incurred by **TitanBear** for the collection of these or any monies otherwise owing under this agreement.. Buyer acknowledges that unauthorized breeding can damage the reputation of **TitanBear**.

GENERAL TERMS:

22. In this agreement "you" and "your" refers to the Buyer.
23. This agreement is subject to the laws of Alberta and the Buyer agrees to attorn to the exclusive jurisdiction of the courts of Alberta.
24. Notice to **TitanBear** shall be effective by delivering the information in writing to **TitanBear** at the address first listed above unless a more recent address has been provided to you by **TitanBear**.

IN CONCLUSION

TitanBear believes that this contract is in the best interest of their Newfoundland Dogs – which will become a:

*companion with unconditional calm affection love,
a healthy & good looking dog,
and a well socialized and obedient friend.*

TitanBear's goal is to ensure that this lovable, massive, hairy Dog will become a cherished member of your family and that you will have many happy & loving years with this **TitanBear** Newfoundland.

Please sign and date below to acknowledge your agreement with these terms.

Signature of Seller

Signature of Buyer

Print Name

Print Name

Dated:

Dated:

Please feel free to contact TitanBear with any concerns or issues involving any Newfoundland at any time.