



Keesridge Kennels Non-Breeding Sales Agreement



Amanda Lougheed, hereafter called "Breeder", offers for sale a companion prospect Keeshond dog further described as:

Keesridge _____

Microchip # _____

CKC Litter Number: _____

Date of Birth: _____

Sire: _____

CKC #: _____

Dam: _____

CKC #: _____

And,

(Purchaser) Name: _____, of

Address: _____

City/Province/Postal Code: _____

Telephone: _____ Email: _____

wishes to purchase the described Keeshond for the sum of \$_____ to be paid upon receipt of the puppy and before CKC Registration Application is released, under the following warranties and conditions. No other warranties or conditions are either expressed or implied.

1. The Breeder guarantees the above-described Keeshond is a purebred Keeshond, will be registered with the Canadian Kennel Club, and that the Registration Certificate will be sent to the purchaser within 120 days of this agreement. The Breeder will issue a minimum 4-generation pedigree upon completion of sale.
2. The above named Keeshond is guaranteed healthy at the time of purchase. Purchaser shall have 4 days from date of purchase to have the Keeshond examined by a qualified veterinarian. If the puppy is diagnosed with a serious health problem during this examination, then the Breeder will refund up to the original purchase price. The Purchaser must return the puppy to the Breeder and relinquish any further interest in the puppy, or come to a mutually agreed upon arrangement with a new contract signed. All shipping costs to return the puppy are the responsibility of the Purchaser.
3. Purchaser shall assume full responsibility for the health of the above-described animal following said 4 day period.
4. Breeder will provide Purchasers with 4 weeks of pet insurance through Trupanion, effective when the puppy leaves the Breeder's home. After this time, it is the Purchaser's choice as to whether he/she will continue the insurance.

5. The animal has had the following immunizations and deworming:

a) DATE: _____ TYPE: _____

b) DATE: _____ TYPE: Drontal Plus

Health Warranty:

6. Purchaser further agrees to secure such shots and/or boosters as outlined in our vaccination protocol, which is a signed appendix to this contract. Once the boosters are given at approximately 16 months of age, vaccinations should be maintained on a minimum three year booster schedule (boosters given or titres tested, once every 3+ years), with the rabies vaccine separated from the others by at least 3 weeks. Failure to follow this protocol will void any health guarantee outlined below.

7. The above described animal is guaranteed to two (2) years of age against any congenital defect that will impact quality of life such as moderate to severe hip dysplasia and/or elbow dysplasia, or congenital heart disease that may arise, provided the Breeder's vaccination and neuter protocol was followed. Should a claim arise under the terms of this agreement, Breeder and Purchaser will discuss if the animal will remain with the Purchaser or be returned to the Breeder. If to be returned, the Purchaser shall return the above described animal, alive, at his/her expense, and with signed registration papers, to the Breeder, with any monetary compensation up to the original purchase price of the animal then discussed.

8. Breeder retains the right to obtain a second opinion at the veterinarian of her choice. The Breeder does not assume any liability for any injury to said puppy after delivery. Breeder will not be responsible for any debts or expenses incurred by the owner for any reason.

9. This guarantee does not apply to viral or bacterial illnesses, or internal/external parasites. Also not included are accidents or performance injury related problems including but not limited to: torn cruciate or other ligaments, shoulder injuries etc. It is recommended that the puppy not train for or participate in performance type events until after one year of age.

10. The Purchaser understands and agrees that the Breeder's liability is limited to the purchase price of the puppy and only to the original Purchaser. No other costs will be paid. The cost to return the puppy to the Breeder is the responsibility of the Purchaser.

11. The Purchaser agrees to provide Breeder with contact information and authorization to speak with any veterinarian they bring said puppy to, for any reason deemed necessary by the Breeder. This is acknowledged in the Waiver to Disclose Veterinary Care consent outlined below.

General Care & Return to Breeder:

12. If for any reason the Purchaser wishes to place the above mentioned animal in another home, or is no longer able or willing to care for the animal for any reason (including illness, injury, accident, or any other life event), the Purchaser agrees to return the animal to the Breeder and shall sign over and include registration papers immediately. Any compensation will be determined on a case by case basis.

13. The Purchaser understands that the Keeshond is a double coated breed, and agrees to never clip or shave the dog, unless there is a medical need to do so. Purchaser agrees to discuss any recommendation by a veterinarian to clip or shave any portion of the dog's coat with the Breeder prior to it being done, with exception of surgery preparation, in which case Purchaser is under no obligation to advise Breeder prior to shaving.

14. Purchaser agrees to raise and maintain the above mentioned animal as a household companion, to provide a humane, loving environment for said animal, and to take proper safeguards for the care and safety of the animal conveyed herein, including but not limited to: a fenced yard, proper nutrition, exercise and training. This animal is at NO TIME to be allowed to run loose without proper supervision, or live outside.

Neutering & Non Breeding:

15. The Purchaser agrees to take appropriate precautions to prevent the above described dog from mating at any time. If neutering, it is recommended that neuters be performed at preferably 24 months of age or older, or a minimum of 18 months of age. Neutering prior to 18 months of age, unless for a medical emergency, will void all health warranties. ‘

16. This puppy is sold on a Non-Breeding contract with the Breeder, and may not be bred at any time. If Purchaser ignores the non-breeding contract and permits this animal to reproduce without the Breeder’s permission, the Purchaser will be deemed in violation of this agreement and required to pay the Breeder \$5,000.00 in penalty.

17. If any puppies are produced without the express written consent by the Breeder listed, and without the Non-Breeding Agreement lifted, the Purchaser agrees to pay the Breeder \$3,000.00 per puppy born as a penalty in addition to the \$5,000.00 as listed in clause 16.

18. This puppy is also sold on a Non-Breeding Agreement registered with the Canadian Kennel Club and as such, cannot be bred while this agreement is in effect. It shall be noted that this Non-Breeding agreement cannot be lifted without the Breeder’s signature on the Consent to Cancellation form supplied by the Canadian Kennel Club.

Personal Information and Communication:

19. Requested and Required Updates:

A) Purchaser is requested to send once yearly updates concerning the dog. These updates should include:

i) Minimum two photos of the dog. One standing, taken from the side, and one taken from the front, sitting is fine. This allows us to evaluate, structure, colour and form somewhat.

ii) Purchaser also agrees that Breeder may use the photos and any particulars of qualifying awards in any future advertising. The photos you send may be used on our website to give other buyers an idea of what we produce. We are proud of all of our puppies and like to show them off!

iii) An explanation of any health or temperament issues, as this helps us with our breeding program.

iv) General update of how the dog is doing.

B) Notifications (Required):

i) If the Purchaser moves from the address stated above, the Purchaser shall, within 60 days of the address change, provide the new address and telephone number to Breeder.

ii) If the Breeder changes email or phone number from the date of sale, the Breeder shall, within 60 days of the change, provide the new email address and telephone number to the Purchaser.

Breach and Termination:

20. Purchaser agrees to pay any attorney fees, court costs, traveling and care expenses, and other miscellaneous expenses incurred by the Breeder in repossessing this dog due to breach of contract and indemnify Breeder for any legal action arising from the actions of said dog.

Purchaser does hereby agree that Breeder may also take immediate legal possession of the dog without any monetary reimbursement to the Purchaser. The failure of Breeder to enforce any provision of this agreement shall not constitute a waiver of Breeder's right to enforce any other provision of this agreement or to sue for breach of that or any other provision hereof.

The Purchaser agrees that if any provision of this contract is found to be illegal or unenforceable, then that provision shall be severed and the remaining provisions of this contract shall have full force and effect.

Purchaser and Breeder agree that this agreement will be governed by the laws of the Province of Ontario and if either party initiates legal actions pertaining to this contract, then that action shall be initiated in the county of the province of the Breeder's residence at the time legal action is taken. Any legal fees and court costs shall be the responsibility of the party found to be in default. If the Purchaser is found to be in default of any of the terms of this contract by a court of law then a penalty of \$5,000.00 shall be owed to the Breeder.

Any monetary damages to Purchaser shall not exceed original purchase price of said dog.

21. It is stipulated by and between the parties that failure to comply with the conditions of the Sales Agreement will result in the animal being returned to Breeder, and that in case of the animal being permanently returned to Breeder due to lack of compliance by Purchaser herein, Purchaser shall forfeit all monies paid on the animal and shall sign over registration papers immediately to Breeder. The animal, if returned, must be returned at a time set by Breeder.

22. This contract is not transferable and constitutes the full agreement of the parties.

The foregoing Sales Agreement, dated on _____, is in accordance with our understanding and we agree to the terms thereof

Amanda Lougheed, Breeder
Keesridge Kennels

_____, Purchaser

_____, Purchaser

Vaccination Protocol

Boosters - We recommend a minimal vaccination schedule with our puppies, and our health guarantee is contingent upon our new families following these guidelines.

Next DHPP booster is due between **dates**, and if two boosters are to be done, second booster between **dates**, OR a second and final booster on or after **date** with a titre 3-4 weeks to follow. After their puppy series, a 3 year vaccination/titre schedule is recommended.

Rabies to be separated by at least 3-4 weeks after last set of vaccinations.

Leptospirosis: Keeshonden react very poorly to this vaccine. There is a history in this puppy's lines of severe reactions, including a temporary (10+ hours) paralysis after a Lepto vaccination. It goes back several generations. Unless there is a very serious threat of Lepto in the area, and an identifiable strain that is covered in the vaccine, please do not give any Lepto vaccine to this puppy. If there is a significant risk in your area and you choose to vaccinate, **separate from any other vaccine by at least 3-4 weeks.**

Note - Lyme Disease: Puppies in this pedigree, and other Keeshond owners have reported stronger than normal, adverse reactions to the Lyme vaccination. Vaccinate at your own risk.

Titres or a booster shot, are accepted one year after completion of the initial vaccine series (or titre). Once these titres are run, or a booster given, vaccinations should not be re-administered more than once every three (3) years, with the rabies vaccine separated from the others by at least 3 weeks. Our preference is for titres being run every 3 years prior to any re-vaccination, exclusive of the Rabies vaccination, which is required every 3 years by law. This belief is reflected in our Warranty/Guarantee.

We, _____, understand and accept this vaccination protocol. I also understand that failure to follow this protocol will result in the health warranty/guarantee becoming void.

_____, Purchaser

_____, Purchaser

Amanda Lougheed, Breeder

Waiver to disclose Veterinary care Consent

We, _____, give full permission to Amanda Lougheed and/or Cindy Lougheed (Breeder), to discuss any health concerns regarding the puppy sold in this contract with whichever veterinarian(s) treat this puppy. This includes, but is not limited to, vaccination protocols, and/or in the event of illness or sudden death if deemed appropriate by the Breeder. If consent is revoked by the Purchaser at any time, Purchaser agrees they will be held in Breach of Contract and the Breeder will pursue damages as set forth in clause # 20 of this contract.

Breed: Keeshond

Call Name: _____

Registered Name: Keesridge _____

Date of Birth: _____

Sex: _____

Microchip #: _____

Purchaser: _____

Purchaser: _____

Witness (if available): _____

Breeder (Amanda Lougheed): _____

Date: _____