

# PURCHASE AGREEMENT

Definitions used herein include:

“PURCHASE PRICE” shall herein be defined as the purchase price of \$3500.00

“BUYER” shall herein be defined as:

“BREEDER” shall herein be defined as Lagotto on the Hill

“CANINE” shall herein be defined as:

<b>Registered Name of Dog</b>	
Microchip Number	
Gender	
Colour	
Date of Birth	
<b>SIRE</b>	
<b>DAM</b>	

In consideration of the PURCHASE PRICE, the BREEDER conveys the above described Lagotto Romagnolo to BUYER under the following warranties and conditions with no other warranties or conditions are either expressed or implied:

## I. Payment & Pickup Stipulations

1. Full payment is due a minimum of two weeks prior to planned pickup date. Payment methods are cash, bank transfer or PayPal. Personal checks are not accepted. Under no circumstances will CANINE be released if full payment has not been received and cleared.
2. Any and all deposits and/or pre-payments are non-refundable.
3. Please contact BREEDER to schedule a pickup date once the CANINE has reached 8 weeks of age. Please note that the BUYER will incur an additional \$25/day fee for said CANINE if their stay with said BREEDER extends past 10 weeks of age. Any and all expenses associated with training and medical expenses shall also be the responsibility of the BUYER.
4. Under no circumstances will said CANINE be released prior to the receipt by said BREEDER of the required signed Purchase Agreement as well as the CKC Non-Breeding Agreement.
5. Priority to placement of pups will be given to buyers picking up a puppy rather than those shipping a puppy. If shipping, shipping fees are *estimated* between \$500-\$1000, depending on the cost of the airfare, and are not included in the PURCHASE PRICE. Shipping costs invoiced will comprise the cost of the crate, crate bedding, transport to selected airport and any other fees required by the shipping company used. If any

## LAGOTTO ON THE HILL

mishap occurs during the course of transport from buyer to BREEDER, the CANINE is the BUYER's responsibility during transport.

6. The BREEDER does not assume any liability for any injury to said CANINE after delivery. If shipping, said BREEDER does not assume any liability for any injury to said CANINE after such time as said CANINE is released to the shipping carrier.

## II. General Stipulations

1. The prefix "Lagotto Hill" is required in permanently registering this canine.
2. The above described canine is purebred and comes with a CKC Miscellaneous number. The pedigree is true and correct to the best of the BREEDER's knowledge.
3. All puppies will receive their first round of vaccinations and be examined for health by a licensed Veterinarian at approximately 8 weeks of age, deworming (3-4 times) and a microchip. All costs incurred for these services will be the responsibility of BREEDER.
4. The canine described herein must be spayed or neutered at BUYER's expense by 1 year of age and no earlier than 8 months of age (please note that failure to comply with this clause shall render any guarantee with regards to hips and joints null and void). At such time, the Spay/Neuter Certificate from the licensed veterinarian must be sent to BREEDER. The BUYER shall consult with the BREEDER regarding any and all requests to neuter outside the limitations of this agreement.
5. Any expenses incurred relating to medical or veterinary expenses, training or otherwise shall remain the responsibility of the BUYER.
6. The purchaser also agrees to keep this CANINE for as long as he/she lives, unless unforeseen circumstances arise. Should the BUYER not be able to care for this CANINE, the BREEDER must be notified first and given first option to reclaim the CANINE at no charge. This CANINE may not be placed in another home without the written consent of the BREEDER.
7. Said BREEDER reserves the right to cancel the sale of said CANINE at any time prior to transfer if said BUYER is in breach of contract or verbal agreements. Said BUYER will be notified via email of the cancellation of sale.
8. There are no refunds for said CANINE in the case of allergies to said CANINE or for any other reason not stated herein.
9. In the event that said BUYER is acting as agent for any other person or business in the purchase of said CANINE, any guarantees contained herein shall be considered null and void.
10. Said BUYER agrees that said BREEDER shall have the right to enforce the provisions contained within this contract in a court of law or through alternative dispute mediation. If legal action is required by said BREEDER to enforce any provision, said BUYER shall pay for all costs and legal fees incurred by said BREEDER. Said BUYER understands and attests that said BREEDER has eminent domain and any and all legal actions shall be executed in the province of British Columbia, Canada.

## III. Health Provisions & Stipulations

1. The above described CANINE is guaranteed for 72 hours to be in good health and free of communicable diseases at the time of transfer.
2. The above described CANINE is guaranteed to one (1) year of age against any genetic defect that may arise causing termination of life. This specifically excludes internal and external parasites and protozoan. Should a claim arise under the terms of this agreement, the BUYER shall return (at BREEDER'S request) the above described canine, alive, at BUYER's expense, and with registration or applicable papers, to the BREEDER. BREEDER retains the right to choose replacement puppy, applying equal financial value to new puppy, after confirmation that conditions of claim exists.
3. There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. Said BUYER agrees that said CANINE shall not be raised on slippery surfaces or allowed to bound up and down stairs, excessively rough-house with larger dogs, jump down from heights or out of cars, etc., as this type of activity contributes to the breakdown of joints and growing bones, dislocation of shoulders, hips and damaged elbows. Said BUYER further agrees that said CANINE's weight will be under strict supervision. It is far better to have the dog slightly underweight than overweight because excess weight contributes to the structural breakdown of a dog.
4. Said BUYER agrees to ensure that said CANINE never consumes anything that would encourage rapid growth; including steroids and anything that promotes rapid weight gain. Proper, balanced nutrition is extremely important.

Said BUYER will give said CANINE glucosamine products until said CANINE reaches 24 months of age (although said BREEDER recommends that glucosamine products be given for the lifetime of the dog). Said BREEDER recommends the NuJoint DS product available directly from NuVet Labs (<http://nuvet.com/>) using order code **81858**.

Said CANINE is guaranteed until the age of two (2) against crippling hip dysplasia as certified by OFA at the age of two (2) years. Crippling hip dysplasia is defined as severe dysplasia which hampers said CANINE's movement and natural gait and would require surgery to correct or lifetime medication. The microchip of said CANINE must be identified on the radiographs and the application for evaluation to OFA. Copies of the results of the radiograph must be provided to said BREEDER. This specifically excludes dysplasia caused by environmental factors or BUYER mishandling. In the event of such diagnosis (and symptoms), said BUYER shall immediately forward a certificate from a Board Certified Licensed Veterinary orthopedic specialist stating the recommended treatment and medications, a spay/neuter certificate and copies of receipts to identify that sufficient glucosamine supplements were purchased for said CANINE from the time of purchase to 12 months of age (necessary quantity will be defined according to the official dosage requirements of the product). The absence of these certificates and receipts will result in the cancellation of this guarantee. Upon receipt by said BREEDER of said certificates, said BREEDER shall either:

- a. reimburse \$800 within 60 days to said BUYER after confirmation that conditions of claim exist, or;

## LAGOTTO ON THE HILL

- b. once available, a replacement puppy shall be provided to said BUYER. Said BUYER will be responsible for any and all costs related to the transportation of the replacement puppy to said BUYER's home. Said BREEDER retains the right to choose replacement puppy after confirmation that conditions of claim exist.

Said CANINE will stay placed with said BUYER and decision on how to handle the hip dysplasia shall be made by said BUYER and said BUYER's licensed veterinarian at said BUYER's cost. Please note that spaying/neutering outside the limitations of this contract (prior to 8 months of age) shall null and void this guarantee. Said BUYER shall provide records to identify the forgoing has been abided by upon request of said BREEDER. Breach of any of the forgoing shall null and void this guarantee.

### IV. Companion/Pet Dog Stipulations

1. Said BUYER understands that said CANINE has been sold with a CKC Non-Breeding Agreement. Said BUYER agrees to take all measures necessary to ensure that said CANINE is not bred, and does not have the opportunity to sire or deliver any litters.
2. Said BUYER is completely satisfied with and waives any and all claims regarding said CANINE's conformation, and outward appearance (and said BUYER accepts that coat colour and texture may change over time and exposure to elements such as, but not limited to, sunlight, chlorine, etc. are contributing factors in coat changes).
3. Said CANINE was bred as a companion animal, and said BREEDER does not provide any warranty as to said CANINE's fitness for any specific purpose including, but not limited to, obedience trials, conformation and tracking.
4. Said BUYER agrees not to breed said CANINE. The reputation of BREEDER's kennel is the result of hard work and professional experience. Inappropriate breeding of a bitch or dog of her kennel damages the reputation and value of the kennel name and of other litters. Said CANINE has been sold as pet quality and is to be spayed or neutered. Any breeding, intentional or unintentional, of said CANINE is detrimental to the breed and to said BREEDER's kennel name. Acknowledging the intrinsic value of said BREEDER's kennel name and the difficulty of precise damage calculations for breach of the contract, said BUYER agrees to pay said BREEDER \$3500.00 per puppy (alive or dead) born as a result of any such breeding. In the event that said BUYER fails to uphold this agreement, any/all legal fees incurred by said BREEDER will be paid by said BUYER to said BREEDER for damages. Furthermore, any litigation will be held in British Columbia, Canada, being the origination of this transaction.

### V. Care & Maintenance Stipulations

1. Said CANINE comes with a free trial period of insurance which said BUYER must activate within 24 hours of receiving said CANINE.
2. The BUYER must schedule a puppy health exam with a licensed veterinarian within 72 hours of pickup of said CANINE, otherwise, all guarantees outlined herein are null and void. The BUYER assumes all responsibility for any communicable sickness or disease the CANINE may be exposed to after leaving the BREEDER.

# LAGOTTO ON THE HILL

3. The BUYER is required to follow basic feeding guidelines of the BREEDER. This is to help guarantee the overall continuing health of the canine. The BUYER shall only feed a commercially prepared diet with a maximum protein level of 26% which is completely absent of chicken and beef. Said BUYER shall discuss any requests for deviation from these guidelines (or in the event that said BUYER elects to feed a raw diet) with said BREEDER and obtain written consent from said BREEDER prior to altering said CANINE's diet.
4. Due to the varying kinds of food and various environmental conditions said CANINE encounters combined with the fact that all puppies have immune systems that take time to mature, the terms of this guarantee will not be honored unless said CANINE is given NuVet Plus® immune system builder, as directed by the manufacturer, for the entire guarantee period (first 12-months of life). Failure to do so will render this health guarantee null and void. We also highly recommend you continue to give your pet NuVet Plus beyond the guarantee period to promote optimal health for a lifetime. You may order by calling 800-474-7044 or online at [www.nuvet.com/81858](http://www.nuvet.com/81858) (online for US customers).
5. We do our best to keep all of our puppies free of parasites and protozoan, however sometimes they occur. It is the responsibility of said BUYER to treat and prevent them. Said CANINE is to be wormed biweekly until the age of 6 months and at least quarterly thereafter during worm seasons for the duration of said CANINE's lifetime. It is recommended that full spectrum wormers be used a minimum of twice per calendar year.
6. All costs incurred with regards to the care and maintenance of said CANINE, such as but not limited to, feeding, medical, training, etc. are the sole responsibility of said BUYER.

This contract is not transferable and constitutes the full agreement of the parties. Violation of any of the stipulations outlined herein by the BUYER could result in any and all guarantees outlined herein being considered null and void. The BREEDER neither makes nor implies any warranties or guarantees, express or implied, other than those written herein including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the BREEDER and BUYER with respect to this sale. BUYER's signature below indicates that he/she has read, agrees and understands all the conditions of this Purchase Agreement. BUYER only represents the original format of this contract. Any alterations in type or handwriting which were not officially amended by the BREEDER and sent by said BREEDER shall be considered null and void.

Wherefore, the above-named BREEDER and BUYER have executed the foregoing Purchase Agreement, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

	BUYER	BREEDER
NAME		Tracey Harris
ADDRESS		17661 16th Ave
CITY		Surrey
PROVINCE		British Columbia
POSTAL CODE		V3Z 9V2
PHONE		(604) 617-3463
EMAIL		tracey_harris@telus.net
SIGNATURE		