Sample Document

Kate Barnett, Curlious Manchester Terriers
[Kate's mailing address will be here in the final version]
(506) 233-BARK / kate@curlious.ca / www.curlious.ca
CKC #1165836, NB PEL#01064

Notes / Terms

This is a sample document for education purposes. Final sales agreement is subject to change, and will be shared with buyers prior to purchase. The purpose of this document is to give prospective owners the opportunity to review the details of the Sales Agreement to ensure our values and expectations are aligned.

SAMPLE Sales Agreement

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BUYER

{{name}}
{{address}}
{{city}}, {{prov}}, {{Country}}{{postal}}
{{phone}} / {{email}}

DOG DETAILS

{{gender}} Manchester Terrier
{{regName}}
Date of Birth: {{DOB}}
Microchip: {{microchip}}

1: General

Kate Barnett (Seller), has sold {{name}} (Buyer) a {{gender}} Manchester Terrier, {{regName}}, referred to as Said Dog, under the terms and conditions outlined in this agreement. Buyer has purchased Said Dog as a household pet and companion.
The sale and transfer occurred on **{{DateOfSale}}** with Seller, Buyer, and Said Dog present; Said Dog has not been purchased sight unseen. Microchip of Said Dog was scanned by Seller and verified by Buyer at time of pick-up. The purchase price of Said Dog is **{{price}}**, paid in full at or before pick-up of Said Dog. A deposit of {{deposit}} was received by Seller via {{depositType}} on {{depositDate}}.

Seller agrees to:

- ☐ Register Said Dog with the Canadian Kennel Club (CKC) in Buyer's name, with a non-breeding agreement, and with registration documents provided within six (6) months of sale. The non-breeding agreement may be cancelled in accordance with the terms outlined in Section 4;
- ☐ Accept the return of Said Dog at any time and for any reason;
- ☐ Offer a health guarantee on hereditary issues, as outlined in Section 3;
- ☐ Provide a lifetime of reasonable support to Buyer regarding the care and well-being of Said Dog.

_____
Seller's Initials

Buyer agrees to:

- ☐ Maintain and care for Said Dog as a household pet;
- ☐ Be responsible for all costs associated with care and keeping of Said Dog;
- ☐ Keep Seller updated on the health and wellbeing of Said Dog;
- ☐ Keep Seller and the CKC updated to any change of name, address, or contact information;
- ☐ Abide by all provisions of this agreement as outlined in the following sections.

_____
Buyer's Initials

2: Return of Said Dog

2.1 Immediate Return: Buyer must provide documented proof of a licenced veterinary examination within three (3) business days of purchase. In the event that any disorder or illness, including communicable diseases, is detected during this examination, Buyer may obtain a signed statement from the examining veterinarian detailing the diagnosis and return Said Dog at Buyer's expense to Seller within an additional three (3) business days of the diagnosis for a full refund of {{price}}. Should Buyer choose to retain Said Dog, Seller will not be responsible for any veterinary costs incurred, except to honour the health guarantee listed in Section 3.

2.2 Lifetime Return: Buyer may return Said Dog to Seller at any time, for any reason. Said Dog must not be surrendered, sold, given away, or otherwise transferred to any party except Seller, *unless* agreed to in writing by Seller. Any monetary reimbursement is at the sole discretion of Seller.

2.3 Buyer Incapacity or Death: In the event Buyer becomes deceased or legally incapacitated, Buyer's immediate family or estate may retain Said Dog, and all terms and conditions of this Agreement shall automatically transfer to Buyer's Family/Estate. If Buyer's Family/Estate is unable or unwilling to continue proper care of Said Dog, Said Dog must be returned to Seller in accordance with Section 2.2. Buyer agrees to inform their Family/Estate of the existence and terms of this Agreement.

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3: Health Guarantee

3.1 General Terms: Seller offers a health guarantee until Said Dog's second birthday against hereditary disorders, if and when they are serious enough to have a substantial impact on Said Dog's ability to live as a household pet; require non-elective surgical procedures; and/or result in premature mortality.

Upon request, Buyer must supply Seller a written statement or post-mortem report from Buyer's veterinarian outlining the diagnosis and attesting that, to the best of their knowledge, there are no lifestyle or environmental issues that may have caused or worsened this condition (including but not limited to inappropriate physical activity, deficient diet, unhealthy body weight, early spay/neuter). This statement will be sent in addition to full and complete veterinary records. Seller retains the right to have Seller's veterinarian of choice confirm diagnosis and appropriate course of treatment. If needed, a third veterinarian agreed upon by Seller and Buyer will be selected to offer a third opinion. This health guarantee is void if the Buyer violates any other section of this contract or if the Buyer can not or will not produce full and complete veterinary records from any and all veterinarians.

3.2 Monetary Guarantee: If Said Dog develops a disorder as outlined, Seller offers these options that Buyer may select from. At Seller's discretion, payments may be issued in instalments, with the total paid no later than one calendar year after date of return or reimbursement request.

- Option 1: Buyer will return Said Dog and all registration documents to Seller, after which Seller shall refund 75% of the purchase price ({{returnPrice}}) to Buyer. Buyer understands that by choosing to return Said Dog, they permanently forfeit ownership of and all rights and claims to Said Dog.
- Option 2: Seller shall reimburse to Buyer 50% of the expenses incurred for reasonable veterinary care directly related to the disorder, up to a maximum of {{price}}, and Buyer will keep Said Dog. This reimbursement applies, regardless of whether Buyer has pet insurance, and Buyer shall not be reimbursed for expenses covered by Pet Insurance. Buyer understands that by choosing to keep Said Dog, outside of this one-time reimbursement, they are responsible for all costs, care, and logistics of Said Dog.

3.3 Late-Onset Disorders: If Said Dog is diagnosed with a hereditary disorder after its second birthday, any monetary guarantee is at the sole discretion of the Seller.

4: Spay/Neuter, Non-Breeding Agreement & Breeding Potential

Due to the small gene pool of the Manchester Terrier, Buyer agrees to keep Said Dog intact until Said Dog is evaluated for Breeding Potential, no later than 18 months of age, by Seller, CKC Judge, or qualified third party.

> "Breeding Potential" means the evaluator is of the opinion that the dog rates not less than "good" against the CKC breed standard and has no disqualifications or serious faults which would jeopardize the dog's value and usefulness as a breeding animal.

Seller makes no claims or guarantees that Said Dog will meet the criteria for Breeding Potential. Completion of a Championship title shall be equivalent to a positive evaluation. *Said Dog must not be bred outside the provisions established in the signed Secondary Breeding Agreement.*

- If Said Dog meets the criteria for Breeding Potential and Buyer is willing to pursue breeding, Buyer and Seller may enter into a Secondary Breeding Agreement. The CKC Non-Breeding Agreement shall be cancelled and replaced, to the extent applicable, by the terms of the Secondary Breeding Agreement.
  - Seller shall cover the CKC member-rate fee for cancellation of this Non-Breeding Agreement. Buyer shall be responsible for any difference in fees if not a CKC member, unless Buyer obtains CKC membership.
- If Said Dog does not meet the criteria for Breeding Potential, **or** Buyer does not wish to enter a Secondary Breeding Agreement, Said Dog may be spayed/neutered or otherwise sterilized at Buyer's expense.

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5: Penalties & Violations

Violations of this Sales Agreement and/or Secondary Breeding Agreement may be detrimental to the reputation and value of Seller's dogs and kennel name. In the event of any and each violation of this Sales Agreement and/or Secondary Breeding Agreement by Buyer, Seller shall have the right to impose any or all of the following penalties at their discretion:

- Liquidated damages equal to three (3) times the {{price}} purchase price of Said Dog;
- Immediate return of Said Dog and all registration documents to Seller with no monetary reimbursement.
- All reasonable costs of collection, including legal fees, court costs, and enforcement expenses, to the extent permitted by applicable law.

These remedies are in addition to any other legal or equitable remedies available to the Seller.

Additionally, if Buyer has CKC privileges revoked, or is charged, convicted, or has animal(s) seized for animal cruelty, abuse, neglect or violation of any law, regulation, or ordinance relating to the care of animals of Buyer's province, state, local government, or federal agency, Buyer forfeits all rights to Said Dog and will immediately return Said Dog and all registration documents to Seller with no monetary reimbursement.

6: Provisions of Agreement

By signing this agreement, Buyer agrees they have read and understand the agreement as written, and agree to purchase Said Dog under these conditions and guarantees.

Modifications to this agreement must be in a written amendment signed by Seller and Buyer. If any provision of this agreement is found to be unenforceable, then such provision shall be severed and the remaining provisions of the agreement shall have full force and effect.

Seller(s) and Buyer(s) agree to the terms set in this agreement by their signature(s) below:

Seller:_____ Date:_____

Buyer:_____ Date:_____

SAMPLE FEMALE Secondary Breeding Agreement

Kate Barnett, Curlious Manchester Terriers
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CKC #1165836, NB PEL#01064

BUYER

{{name}}
{{address}}
{{city}}, {{prov}}, {{Country}}{{postal}}
{{phone}} / {{email}}

DOG DETAILS

Female Manchester Terrier
{{regName}}
Date of Birth: {{DOB}}
Microchip: {{microchip}}

1: Conditions for Breeding

1. Said Dog has been evaluated and confirmed by Seller (or qualified third party) as having Breeding Potential, as defined in Section 4 of the Sales Agreement.
2. Said Dog has obtained a Canine Health Information Center (CHIC) number and has a recorded prcd-PRA test result on file with the Orthopedic Foundation for Animals (OFA).

2: Breeding Requirements & Restrictions

1. Said Dog may only be bred to CKC-registered or registerable Manchester Terriers (Standard or Toy variety).
2. All offspring must be individually registered with the Kennel Club of their birth and added to the Breed Archive Pedigree Database (https://manchesterterrier.breedarchive.com/).

3: Buyer's Reproductive Rights & Responsibilities

1. Buyer shall have the final decision in selecting the sires for Said Dog's litters. Seller may provide mentorship and guidance in the selection process, at Buyer's discretion.
2. Buyer agrees to give one (1) puppy to Seller from Said Dog's first litter, with full ownership in Seller's name, at no cost to Seller and with no contractual obligations. Seller shall have second-pick of the litter, to be determined at eight (8) weeks of age. This puppy will carry Seller's Kennel Name (Curlious) as the prefix of the registered name. If Said Dog's first litter results in one (1) puppy or less, no puppy or further obligation is owed to Seller.
    a. In the event of a conflict or inconsistency between this Agreement and a third party Stud Dog Agreement, the provisions of this Agreement will prevail.
3. After Said Dog's first litter, Buyer may breed Said Dog without further obligation to Seller.

4: Seller's Retained Reproductive Rights

1. Should Buyer have no intention of breeding Said Dog, Buyer and Seller will discuss the option for Seller to lease Said Dog for one (1) litter. **This lease is NOT required.** If this option is mutually agreed upon by Buyer and Seller, a separate lease agreement will be drafted to define the terms and responsibilities.

5: Provisions of Agreement

Buyer has read and understands the Secondary Breeding Agreement as written, and agrees to follow these terms and conditions. Modifications to this agreement must be in a written amendment signed by Seller and Buyer. If any provision of this agreement is found to be unenforceable, then such provision shall be severed and the remaining provisions of the agreement shall have full force and effect. This Agreement supplements the original Sales Agreement, which remains in full force and effect except as modified herein.

Seller(s) and Buyer(s) agree to the terms set in this agreement by their signature(s) below:

Seller:_____ Date:_____

Buyer:_____ Date:_____

SAMPLE MALE Secondary Breeding Agreement

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CKC #1165836, NB PEL#01064

BUYER

{{name}}
{{address}}
{{city}}, {{prov}}, {{Country}}{{postal}}
{{phone}} / {{email}}

DOG DETAILS

Male Manchester Terrier
{{regName}}
Date of Birth: {{DOB}}
Microchip: {{microchip}}

1: Conditions for Breeding

1. Said Dog has been evaluated and confirmed by Seller (or qualified third party) as having Breeding Potential, as defined in Section 4 of the Sales Agreement.
2. Said Dog has obtained a Canine Health Information Center (CHIC) number and has a recorded prcd-PRA test result on file with the Orthopedic Foundation for Animals (OFA).

2: Breeding Requirements & Restrictions

1. Said Dog may only be bred to CKC-registered or registerable Manchester Terriers (Standard or Toy variety).
2. All offspring must be individually registered with the Kennel Club of their birth and added to the Breed Archive Pedigree Database (https://manchesterterrier.breedarchive.com/).

3: Buyer's Reproductive Rights & Responsibilities

1. Buyer may breed Said Dog to bitches owned or leased by Buyer;
2. Buyer may offer stud services to third parties;
3. Buyer may collect and store semen at Buyer's expense. Any semen collected and stored by Buyer shall be the sole property of Buyer and may be used, sold, or transferred at Buyer's discretion.
4. Any agreement involving a third-party bitch must include written terms to protect Said Dog and his offspring, including a requirement that all offspring be individually registered with the Kennel Club of their birth, and added to the Breed Archive Pedigree Database.

4: Seller's Retained Reproductive Rights

1. Buyer agrees to allow Seller to collect and store semen from Said Dog at Seller's expense. Any semen collected and stored by Seller will be solely owned by Seller and may be sold to a third party.
2. *As long as Said Dog remains intact*, Seller may use Said Dog for breeding with their owned/leased bitches. Seller will not pay a stud fee to Buyer for semen collections or stud services.
3. If Buyer has no intention of breeding Said Dog: Buyer agrees to make Said Dog available for health screenings at Seller's request. Seller shall pay for these screenings.
    - *If Buyer later decides to breed or collect Said Dog*, Buyer must reimburse Seller for all health screening costs previously incurred.

5: Provisions of Agreement

Buyer has read and understands the Secondary Breeding Agreement as written, and agrees to follow these terms and conditions. Modifications to this agreement must be in a written amendment signed by Seller and Buyer. If any provision of this agreement is found to be unenforceable, then such provision shall be severed and the remaining provisions of the agreement shall have full force and effect. This Agreement supplements the original Sales Agreement, which remains in full force and effect except as modified herein.

Seller(s) and Buyer(s) agree to the terms set in this agreement by their signature(s) below:

Seller:_____ Date:_____

Buyer:_____ Date:_____