

**\*\*PUPPY CONTRACT\*\***

**\*\*THIS AGREEMENT\*\*** ("Contract") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date"), by and between:

**\*\*SELLER: \*\***

Name: Sarah and Waylon Boire

Operating as: Arkto Pomsbies

Address: [Address]

City: [City]

Province: [Province]

Postal Code: [Postal Code]

Phone: [Phone]

Email: [Email]

**\*\*BUYER: \*\***

Name: [Buyer's Name]

Address: [Buyer's Address]

City: [Buyer's City]

Province: [Buyer's Province]

Postal Code: [Buyer's Postal Code]

Phone: [Buyer's Phone]

Email: [Buyer's Email]

**\*\*PUPPY DETAILS\*\***

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_

Micro Chip: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Color/Pattern: \_\_\_\_\_

**\*\*1. PUPPY SALE AND WARRANTY\*\***

The Seller hereby sells the Puppy to the Buyer as a pet quality puppy unless otherwise stated. The Buyer acknowledges that the Puppy is warranted only for the purpose of being a companion. The Seller makes no warranty as to the Puppy's fitness or "working" abilities. The Seller does not guarantee the Puppy's color, coat type, or eye color, as these may change as the puppy matures.

**\*\*2. PURCHASE PRICE AND DEPOSIT\*\***

The purchase price of the Puppy is \$\_\_\_\_\_. The Buyer shall make a non-refundable deposit of \$\_\_\_\_\_ to hold the Puppy.

**\*\*3. HEALTH GUARANTEE\*\***

a. The Seller guarantees that the Puppy is in good health, has received appropriate medical inoculations, deworming, and care, and has been examined by a veterinarian before leaving the Seller's premises. The Seller provides medical records detailing the Puppy's treatment and guarantees the Puppy to be free from infectious diseases for 4 days after leaving the Seller's premises and free from genetic problems for up to one year of age.

b. Hip and joint problems may result from factors beyond the Seller's control, such as overfeeding, improper diet, lack of exercise, or over-exercising. The Buyer acknowledges that the Seller is not responsible for such issues.

c. The Seller is not obligated to pay for veterinary treatments not agreed upon in advance and noted in this contract.

d. The Seller will not pay or assist in paying veterinary expenses related to inheritable/genetic defects after the purchase of the Puppy.

e. The Buyer agrees to keep the Puppy healthy, provide regular veterinary care, and follow recommended immunizations and deworming schedules.

**\*\*Additional Health and Care Provisions: \*\***

a. The Seller will provide the Buyer with a puppy that is clean, in good general health, and free from known physical defects. De-worming and first immunizations will have been completed and documented in writing if the puppy is older than 8 weeks. It is understood that intestinal parasites (worms, etc.) are common in puppies as part of their early development, and the Seller will make every effort to prevent parasites. However, the stress of change and travel may lead to the emergence of intestinal parasites.

b. The Buyer agrees to continue parasite testing and treatment, if necessary, with their veterinarian.

c. The Buyer agrees to take the puppy to their veterinarian within 4 days of receiving the Puppy for examination, testing for worms, treatment for worms, and scheduling ongoing immunizations as recommended. If the Buyer's veterinarian finds the puppy to be in poor health, the veterinarian must provide a written description of the problems, dated within 4 days of the date the Buyer received their puppy. Failure to have the puppy examined by a vet within four days of delivery or to provide required immunizations, treatment, or deworming will render this health guarantee void.

d. The Buyer agrees to keep their puppy at home and away from other dogs, public places, and parks, and to exercise caution when allowing others from outside their home to interact with the puppy until all immunizations are completed. This is to protect the puppy from exposure to parvovirus and other infectious illnesses. The Buyer shall not enroll the puppy in obedience training classes until all immunizations are completed.

e. The Seller does not guarantee the temperament of the puppy. While the Seller's dogs have demonstrated stable temperaments, it is the Buyer's responsibility to provide a secure, loving environment for the puppy from birth and ensure proper socialization. The Buyer shall take precautions to prevent the puppy from experiencing harm or negative interactions with other people, dogs, and animals, as such experiences can have lasting effects. The Buyer shall use positive reinforcement for training, including praising the puppy for good behavior and avoiding overuse of negative words. The Buyer shall not engage in harmful or abusive training methods.

f. The Buyer agrees to continue providing regular socialization for the puppy after the puppy is fully vaccinated.

**\*\*ADDITIONAL TERMS AND WARRANTIES: \*\***

1. **Replacement for Life-Threatening Congenital Disorders:** In the event that the Puppy develops a life-threatening congenital medical disorder, as confirmed by two unassociated veterinarians, the Seller shall, upon receiving these veterinary reports, provide the Buyer with a replacement pet quality puppy of the same quality, sex, etc., as soon as such a puppy becomes available. The Buyer must report any life-threatening congenital disorder to the Seller within 12 months from the date of birth. The Buyer is obligated to return the dog to the Seller for the replacement puppy. All shipping and miscellaneous charges associated with transporting both the puppy back to the Seller and the replacement puppy to the Buyer shall be the sole responsibility of the Buyer.
2. **Use of Puppy for Breeding:** If the Puppy has been used for breeding in any manner, regardless of the conditions found, this contract shall be void, and no replacement or remedies shall be available to the Buyer.
3. **Buyer's Negligence:** The Seller shall not be held responsible for the development of disqualifying faults, diseases, viruses, or disorders that result from the negligence of the Buyer.
4. **No Other Replacement Options or Monetary Refunds:** The parties agree that no other replacement options or monetary refunds shall be considered under this contract.

**\*\*4. SOCIALIZATION AND CARE\*\***

The Buyer agrees to provide ongoing socialization for the Puppy after full vaccination.

**\*\*5. DISPUTE RESOLUTION\*\***

Any disputes arising under this contract shall be settled privately between the Seller and the Buyer and shall not be aired in a public forum.

**\*\*6. WAITLIST DEPOSIT\*\***

The Buyer acknowledges the waitlist system operated by the Seller. Upon completing and approving a waitlist application, the Buyer is required to submit a non-refundable and non-transferable deposit of \$300. This deposit may be credited toward the purchase of any available puppy from any litter. The Buyer expressly understands and accepts the non-refundable nature of the deposit.

**\*\*7. BREEDING RIGHTS (Select One) \*\***

Breeder

Pet Only/Spay and Neuter Required

**\*\*Breeder Rights\*\*:**

- a. Breeding rights must be purchased from Arkto Pomsbies.
- b. The Seller does not guarantee breeding soundness and assumes no responsibility for any breeding-related issues.
- c. If OFA testing is failed before breeding, the breeding rights portion will be refunded.

**\*\*Pet Only/Spay and Neuter Required\*\*:**

- a. The Buyer agrees not to use the Puppy for breeding purposes.
- b. The Puppy must be spayed or neutered before 12 months of age.
- c. The Buyer must provide proof of spay/neuter to the Seller by a licensed veterinarian before the Puppy reaches 12 months of age.
- d. Failure to provide proof of spay/neuter constitutes a breach of contract, and legal action may be pursued.

**\*\*8. GENERAL TERMS\*\***

- a. This contract is legally binding and applies only to the Buyer and Seller in this transaction. It is non-transferrable.
- b. In the event of default, the Buyer will be liable for attorney fees and collection costs.
- c. Any legal action arising from this contract shall be conducted in the courts at Leduc, Alberta, and all related costs shall be borne by the Buyer.

**\*\*9. ACKNOWLEDGMENT\*\***

The Buyer acknowledges that they have read, understand, and agree to abide by all the terms and conditions in this contract. Changes or additions to this contract must be initialed by all parties.

**\*\*BUYER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_\*\***

**\*\*SELLER'S SIGNATURE: \_\_\_\_\_\*\***

**\*\*BREEDER/SELLER NAME: *Sarah and Waylon Boire*\*\***

**\*\*OPERATING AS: *Arkto Pomsnies*\*\***

**\*\*INITIAL HERE TO INDICATE BREEDING RIGHTS OR PET ONLY\*\*: [    ]**

ARKTO POMSNIÉS