

INFORMATION ONLY

CwnAnnwn Yorkshire Terriers SALE OF PET YORKSHIRE TERRIER AGREEMENT

PLEASE READ CAREFULLY

This agreement is made and entered into this ____ day of ____, 2016 by and between _____ ("Seller") and _____ ("Buyer") for the purpose of setting forth the terms and conditions of the purchase by Buyer of a purebred **male/female** Yorkshire Terrier from Sire: _____ CKC#: _____ and Dam: _____ CKC#: _____ from the litter born _____, 2016.

The intent of this contract is to provide buyer with a quality pet. Pet will leave premises at 12 weeks old or later. No warranties or guarantees other than those stated have been given or implied. **Breeding of this Yorkie is a breach of contract.**

One Female Yorkshire Terrier puppy sold to the buyer for the price of \$ _____. A non-refundable deposit of \$ ____ is required to hold a puppy at time of contract signing with \$ _____ to be paid to seller before/at the Yorkie leaves the seller's premises.

If the Yorkie is deemed unsatisfactory, and is to be returned to the seller, it must be done within the time limit of seven (7) days from the date the Yorkie was delivered to/picked up by the buyer. This Yorkie is to be returned to seller at buyer's expense, and must be in the same good physical condition as when it left seller in order for a refund of any purchase or deposit monies to be returned. One half of the sale price is to be forfeited if the Yorkie is returned due to the buyer changing their mind but had passed the initial buyer veterinary health exam. **Health Warranties/Guarantees are contingent on full veterinary exam within (3) three business days, after pick up of puppy, or 72 hours by the buyer. If the buyer fails to seek prompt veterinary attention within (3) three days, buyer forfeits all rights to refunds for medical reasons and sale will be final. No refunds of any kind given if buyer failed to bring puppy in to a vet for a health check as stated above.** Proof of this vet visit is not required unless a warranty claim is made.

This Yorkie is sold as a pet. This Yorkie is sold with no consideration for breeding. It shall be understood that, at the time of sale, this Yorkie is not considered to be of show or breeding quality, but is structurally and temperamentally suited as a pet. There are no guarantees given or implied to this Yorkie's size or colour when it reaches maturity. If the buyer decides to breach this agreement and breed or refuse to spay this Yorkie will result in a cash amount of \$3,500 is to be given to the Seller as penalty and will be pursued in a court of law if required.

Seller guarantees that the Yorkie is free of hereditary defects, to the best of her knowledge, at the time buyer picks up the Yorkie. This Yorkie **must be neutered/spayed** by the age of (10) ten months at the buyer's expense. A copy of the veterinary certificate of spay to be sent to the Seller by ten (10) months of age. The breeder reserves the right to take back the dog if not spayed by the specified date unless a veterinarian letter is given with a *reasonable* explanation as to why and/or if agreed to by the Seller. **CKC Registration papers are withheld until proof of spay/neuter is given to the Seller.** Purchase date for transferring documents and microchip is the day altered certificate is received by the Seller not the day the altering was done by the vet. Seller guarantees that this Yorkie is in good health, at pick up, and has received appropriate inoculations and care. This Yorkie will have a health check at _____ prior to leaving sellers premises and two inoculations. Seller will provide buyer with a medical chart detailing treatment Yorkie has received under sellers care.

The buyer gives, within the first year after pick up, warranty against crippling/disabling/life threatening hereditary genetic defects with Luxating Patella guaranteed for 3 months; as this condition can be acquired from allowing the Yorkie to jump from high places and/or related injuries. *With any breed of dog there are often internal parasites present (worms etc), umbilical hernias, external parasites (fleas/ticks) or males who might have one or both un-descended testicles. These are common in puppies and are not considered to be a hereditary defect, but are easily treated puppy problems. No guarantee is made against hypoglycaemia as this can happen with improper feeding schedules. These are not valid reasons for a medical refund. Do NOT feed any food over 26% protein and/or 16% fat and/or Royal Canin/Orijen brands - doing so voids the health warranty/guarantee. Yorkies do not do well on these foods.*

Determination of a condition that constitutes a hereditary defect is to be made by the unanimous agreement of two veterinarians agreeable to both parties. The cost is to be assumed by the buyer and will not be transferred to the seller. During the warranty period if a problem develops that is proven to be the sellers responsibility, the seller will either (a) replace the Yorkie with a Yorkie of equal value when available, provided the living Yorkie and its registration papers are returned to the seller; or (b) reimburse the buyer for veterinary treatment of that problem, with proof of medical bills, up to the purchase price of the Yorkie. The choice of options will be the sellers. *The seller will do everything possible to keep the Yorkie with its owner.* The seller is not liable beyond the original purchase price, and must be promptly notified of any problems in writing by the veterinarian. In event of death, from a hereditary disease, a necropsy must be obtained, at the buyer's expense, within 24 hours of death to establish cause, or no replacement option will be given to the buyer. Proof of this Yorkie's identity through the microchip will be necessary at this time. **Seller strongly suggests that the buyer continues and purchases the trial Pet Insurance, included with Yorkie at the time of purchase, for at least the first year of ownership.**

This Yorkie may not be sold, placed, or in any means ownership relinquished to another party unless *agreed upon in writing* by seller, and express verification in writing by seller to buyer. Should the buyer decide to relinquish ownership of this Yorkie at any time during its life, for any reason other than those directed by law, buyer agrees to *return this Yorkie to the seller* as fast as possible, and by the safest means possible that will not endanger the life, welfare, or well-being of this Yorkie. All registration papers (CKC contract's and registration) must accompany this Yorkie.

_____ Initial

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Buyer agrees that the Yorkie shall reside at the home of the buyer, have access to an encased deck, balcony or yard. Yorkie be provided with proper (indoor) housing, diet, grooming, vaccinations according to CVMA guidelines, and exercise. Buyer agrees to be responsible for all actions of the Yorkie and to exercise precautions. The buyer will *keep seller informed of any significant health, temperament, or behavioural problems* encountered throughout this Yorkie's life.

The buyer will notify the seller in writing of an address change, or telephone number change within eight (8) weeks of such a change. The seller will notify buyer in writing, sent to last known address on file, of an address change, or telephone number change within eight (8) weeks of such a change. The seller's name and phone number shall be listed as a secondary contact on the microchip/tattoo identification and CKC registration papers. Your up to date information will ensure the safe return of your Yorkie if he gets lost and is found.

This agreement may not be altered, modified, or rescinded unless agreed to in writing by buyer and seller, and any actions resulting from non-compliance of this agreement will be settled in the County/City and Province of residence of the seller, in the country of Canada. Buyer will be held liable for all legal fees and court costs. Any placement costs, maintenance costs, boarding, medical, and associated miscellaneous costs related to this Yorkie will be the responsibility of buyer. In no event shall the Seller be liable for punitive, consequential, or incidental damages. This agreement is made and signed by both parties to insure the wellbeing and protection of this Yorkie. *Should the terms of this agreement be violated, whether incidentally or deliberately, the seller will pursue her options as stated in this agreement to the fullest extent of the law.*

By my signature I affirm that I have read, discussed, and understand the terms and conditions of this agreement. Further, I agree to abide by the terms and conditions of this agreement. I am aware of and fully understand the possible consequences of breaching this agreement. I, the buyer and I, the seller sign this agreement of my own free will, and without duress.

In addition to this contract, Buyer will receive a starter bag of this Yorkie's food, written instructions on grooming, diet, and an inoculation timetable.

Date: _____, 2016

Buyer Address: _____

Buyer Phone: (____) ____-____

Buyer Signature: _____
INSERT NAME HERE

Buyer E-mail: _____

Seller Address: _____
_____ Canada

Seller Phone: (____) ____-____

Seller E-mail: _____

Seller Signature: _____
INSERT NAME HERE

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