

**SALE OF PET YORKSHIRE TERRIER AGREEMENT**  
**PLEASE READ CAREFULLY**

**SAMPLE ONLY**

This agreement is made and entered into this **DATE** day, of **DATE**, by and between **SELLER NAME** ("Seller") and **BUYER NAME** ("Buyer"), for the purpose of setting forth the terms and conditions of the purchase by Buyer of a purebred Yorkshire Terrier, born January 5, 2009 from SIRE: **INSERT SIRE NAME** AKC # **REG. NUMBER** and DAM: **INSERT DAM NAME** CKC # **REG. NUMBER**.

Sale is contingent on full veterinary approval within (2) two days or 48 hours. **If the buyer fails to seek prompt veterinary attention within (2) two days, buyer forfeits all rights to refunds for medical reasons.**

**The intent of this contract is to provide buyer with a quality pet. No warranties or guarantees other than those stated have been given or implied. Breeding of this Yorkie is a breach of contract.**

Ownership of the Yorkie will be transferred to the buyer for the sale price of **\$AMOUNT** to be paid as follows: A **\$AMOUNT** non-refundable deposit was given. The balance of **\$AMOUNT** must be paid **before** the Yorkie leaves the sellers premises.

If the Yorkie is 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 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 for any other reason than failure to pass a veterinarian examination, (I.E. "I changed my mind").

This Yorkie is sold as a pet. This Yorkie is sold with a CKC (Canadian Kennel Club) non-breeding contract, attached, and there will be 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 color when it reaches maturity.

Seller guarantees that the Yorkie is free of hereditary defects, to the best of her knowledge, at the time buyer assumes ownership. This Yorkie **must be spayed/ neutered** by the age of (8) eight months at the buyer's expense. A copy of the veterinary certificate of spaying to be sent to the seller, by mail or e-mail, by eight (8) months of age. Registration papers are withheld until proof of spay/neuter is given to the seller.

Seller guarantees that this Yorkie is in good health, and has received appropriate medical inoculations and care. Seller will provide buyer with a medical chart detailing treatment Yorkie has received under sellers care.

The buyer and seller agree, within the first year, warranty against crippling/disabling hereditary genetic defects. Luxating Patella is guaranteed for 6 months after pick up date as this condition can be acquired from allowing the Yorkie to jump from high places. **With any breed of dog there are often internal parasites present (worms), 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 hypoglycemia. These are not valid reasons for a medical refund.** Determination of the 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, (b) reimburse the buyer for veterinary treatment of that problem, with proof of medical bills, up to the purchase price of the Yorkie, or (c) a refund of 100% of the purchase price, provided the living Yorkie and its registration papers are returned to the seller. 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, an autopsy must be obtained, at the buyer's expense, within 24 hours of death to establish cause, or no refund or option will be given to the buyer. Proof of this Yorkie's identity through the microchip will be necessary at this time.

This Yorkie may not be sold, placed, or in any means ownership relinquished to another party unless *agreed upon in writing* by seller, and expressed 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.

Buyer agrees that the Yorkie shall reside at the home of the buyer, have access to a fenced area or yard, not be chained or tethered, will 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 behavioral 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 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/or CKC registration papers.

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 well being and protection of this Yorkie. ***Should the terms of this agreement be violated, whether incidentally or deliberately, 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. Failure to follow this agreement will result in legal action being taken with the buyer held liable for all legal fees/damages as stated above.**

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

Date: \_\_\_\_\_

Buyer Signature: : \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Buyer Address : \_\_\_\_\_

Buyer Phone: \_\_\_\_\_ Buyer E-mail: \_\_\_\_\_

Seller Signature : \_\_\_\_\_

Seller Address: \_\_\_\_\_

Canada

Seller Phone: \_\_\_\_\_ Seller E-mail: \_\_\_\_\_