

## JANSIM REG'D - SALES AGREEMENT (SAMPLE ONLY)

<b>BREEDER:</b>		<b>PURCHASER:</b>	
<b>ADDRESS:</b>		<b>ADDRESS:</b>	
<b>TELEPHONE:</b>		<b>TELEPHONE:</b>	
<b>Home:</b>	<b>Work:</b>	<b>Home:</b>	<b>Work:</b>
<b>E-MAIL:</b>		<b>E-MAIL:</b>	

The following dog on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ has been sold to the person or persons listed above as purchaser, and is free of any liens or encumbrances as a result of stud fees, veterinary fees, etc., except as stated in the following Conditions and Additional Terms.

<b>NAME:</b>		<b>BREED:</b>	
<b>WHELPED:</b>		<b>SEX:</b>	
<b>CKC LITTER NO.</b>		<b>CKC REG.NO.</b>	
<b>COLOUR:</b>		<b>MARKINGS:</b>	
<b>SIRE:</b>			
<b>DAM:</b>			

The consideration for this sale is the sum of \$ \_\_\_\_\_ plus the CONDITIONS and ADDITIONAL TERMS to be performed herein.

**CONDITIONS:**

1. If, within five days of the date of this sale, the purchaser believes the dog to be sick, the purchaser agrees to either:
  - (a) Return it to the breeder, with a letter from the examining, licensed, veterinarian. Upon substantiation of the facts by the breeder's veterinarian, the breeder will either refund the purchase price, or return the dog to the purchaser in a well condition.  
OR
  - (b) The breeder will work with the purchaser and appropriate veterinary support to ensure the necessary treatment. In the case of an illness or condition originating prior to the puppy leaving for its new home, the breeder will assume all reasonable costs.
2. If, within thirty days of the date of this sale, the purchaser believes that the purchase of the dog was not in their best interests and/or the best interests of the dog, the purchaser agrees to return it to the breeder. Provided the dog is returned in good mental and physical condition, the breeder will refund the purchase price in full.
3. After thirty days have elapsed from the date of this sale, should the purchaser be unable, or unwilling, to keep the dog for any reason, the purchaser agrees to return the dog to the breeder. A refund up to a maximum of the original purchase price (less any refunds made) may be made depending on the circumstances.

**IMPORTANT: If the purchaser sells, gives, places or otherwise disposes of the dog in contravention of Conditions 1, 2 or 3, the purchaser agrees to pay the breeder the sum of \$5000.00**

4. The purchaser undertakes to keep the dog as a family companion, providing the necessary attention, nutrition, veterinary care, training, exercise and accommodation (in the home) required to ensure the dog's well being.

**NOTE: Abuse (mental or physical), neglect, mistreatment or cruelty to the dog entitles the breeder to take immediate repossession of the dog (with no money exchanged). Further action may be taken if deemed appropriate by the breeder.**

**PURCHASER'S INITIALS:** \_\_\_\_\_

**BREEDER'S INITIALS:** \_\_\_\_\_

**CONDITIONS (Cont'd):**

5. The parents of this dog have received health clearances in accordance with Canine Health Information Center requirements for Border Terriers and at time of breeding are free from the following conditions:

- Hereditary/Congenital Heart Abnormalities
- Hereditary/Congenital Eye Abnormalities
- Hip Dysplasia
- Luxating Patella

The breeders have taken all reasonable measures to ensure that their puppies will be free from hereditary/congenital abnormalities. Provided that Canine Health Information Center (CHIC) Certification has been maintained per the breeder's requirements (see Para. 6 below) and upon substantiation of any of the conditions listed below by the breeder's veterinarian or a Board Certified Specialist of the Breeder's choice, the breeder will refund the original purchase price (less any diagnostic costs and previous refunds) on receipt of proof of spaying or neutering of the dog (if the dog is not already spayed or neutered), or return of the dog to the breeder. In addition, the purchaser agrees to notify the owners of the dog's progeny (if any) of the diagnosis

- Hereditary/Congenital Heart Abnormalities prior to seven years of age
- Hereditary/Congenital Eye Abnormalities prior to seven years of age
- Hereditary/Congenital Hip Dysplasia prior to seven years of age

**NOTE: In the event of the dog being returned to the breeder for any reason, the original purchaser agrees to sign and return all documents pertaining to ownership to the breeder.**

6. The purchaser agrees to pursue the necessary health checks to obtain a CHIC Certification Number prior to the dog's third birthday (unless otherwise agreed). Upon allocation of the CHIC Number, the breeder will refund the amount of \$XXX.00 CAN to the purchaser. Alternatively, if proximity to the breeder makes it practical, the breeder will pursue the necessary health clearances at the breeder's expense and no refund will be made.

Information on the CHIC program may be found at [www.caninehealthinfo.org/brdreqs.html?breed=BRT](http://www.caninehealthinfo.org/brdreqs.html?breed=BRT)

- 7. The purchaser agrees to perform bi-annual (unless otherwise agreed) CERF checks up to the dog's ninth birthday. The breeder will be responsible for submitting the results and paying the registration fees to CERF
- 8. The purchaser agrees to notify the breeder of any change of address or telephone number within two months of such a change taking place.
- 9. The breeder agrees to notify the purchaser of any change of address or telephone number within two months of such a change taking place.
- 10. In the event that the dog is lost, missing or stolen, the purchaser agrees to make every effort to notify the breeder within 12 hrs of the dog's disappearance. The breeder will support the search for the dog in every way possible.
- 11. The purchaser agrees never to give, sell or lease the progeny of this dog to any Research Establishment, Pet Shop or similar commercial operation.

**IMPORTANT: If the purchaser sells, gives, places or otherwise disposes of the progeny of this dog in contravention of Condition 10, the purchaser agrees to pay the breeder the sum of \$5000.00**

- 12. This dog is sold subject to a CKC\_\_\_\_, AKC\_\_\_\_, PRIVATE\_\_\_\_, Non-breeding agreement. (This agreement may be revoked, free of charge, at the breeder's discretion)
- 13. This dog is sold on a Co-ownership, the terms of which are specified in the attached "Co-ownership Contract".
- 14. This dog is sold on breeding/showing terms, particulars of which may be found in ADDITIONAL TERMS.
- 15. This dog is sold as "Not for Showing/Breeding" and the purchaser agrees to have said dog neutered/spayed at approximately xxxxx months of age. Upon receipt of a letter from a licensed veterinarian indicating that the operation has taken place, the breeder will refund the amount of \$XXX.00 CAN. to the purchaser.

**IMPORTANT: If this dog is bred in contravention of articles 12. thru 15. above, the purchaser agrees to pay the breeder \$5000 in damages.**

**NOTE: ITEMS 12, 13, 14 and 15 are included/deleted appropriately.**

**This agreement is made for our mutual protection, to protect the purchaser as well as the breeder.**

**PURCHASER:**\_\_\_\_\_

**DATE:**\_\_\_\_\_

**BREEDER:**\_\_\_\_\_

**DATE:**\_\_\_\_\_