

Aldar Kennels Two Year Health Guarantee

Non-breeding

IDENTIFICATION OF PUPPY(hereinafter the Puppy)

Name of Puppy:_____

Birthdate of Puppy_____

Microchip Number_____

Mom_____

Dad_____

Purchaser_____

Colour of puppy_____ Gender M___ F___

Purchase Price_____

Purchaser must initial after each paragraph to ensure they have read and understood the contract.

The purchase price for the puppy does not include shipping or hst unless otherwise stated. The shipping and puppy must be paid for in full before the puppy is shipped and shipping is \$600.00 _____

We guarantee the puppy to be in good health, to the best of our knowledge at the time of sale. To keep this warranty valid, the puppy must be examined by a licensed veterinarian within 7 business days (excluding Saturday and Sunday) of receipt of the puppy. If the veterinarian finds the puppy to be unhealthy, unfit, or unsound in any way, the puppy MUST be returned to the breeder within 72 hours of examination, accompanied by a statement from the attending vet. The seller will not assume any responsibility for charges incurred by the buyer for this service. The seller will refund the full purchase price only. Shipping costs WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES!!! If the puppy was shipped to you, it is your responsibility to ship the puppy back to the breeder. _____

Purchaser agrees that the seller would never knowingly sell a sick puppy and could not have been aware of any illness and will not be responsible as such. If a puppy is found to have a health problem at its initial vet visit and the purchaser opts to treat this puppy instead of returning it, the seller will NOT be responsible for any expenses incurred or for the death of this puppy and no refunds or replacements will be given, nor will any credits be issued. Common parasites, fleas, ticks, worms, coccidia and giardia are not cause for replacement as they are not a genetic problem. _____

We do not guarantee this to be a show puppy, suitable for breeding or the size and colour of this puppy. Skin issues and allergies are also not covered as they can be common in the breed. You must read up on common issues and be prepared to deal with them. If a life-threatening hereditary, genetic issue should arise within 24 months of the purchase of this puppy, the breeder will replace the puppy. This

replacement will happen only if the breeder's vet receives the copy of purchaser's vet finding and any exams/tests performed, and the breeder's vet agrees with the findings. _____

If the puppy should pass away within the twenty-four-month contract and only after an AUTOPSY has been performed (purchaser's expense) and the seller's vet agrees with the finding, the puppy shall be replaced when a suitable puppy becomes available. A copy of the autopsy report and all tests and examinations performed on the puppy by the purchaser's vet must be supplied within 72 hours of the puppy's death or as soon as it becomes available. In the event, this puppy's death was the result of abuse, neglect or negligent treatment, this guarantee WILL NOT apply, and the breeder WILL NOT replace the puppy. Should the purchaser decide to have any non-life-threatening defects or life-threatening surgeries performed all costs are the purchaser's responsibility. At no time or for any reason will this breeder be responsible for vet bills or expenses pertaining to the health of this puppy. _____

Any returned animal must be accompanied by, and all paperwork supplied by the seller at the time of sale, as well as a written statement from a licensed veterinarian. All shots must be kept up to date and the dog must appear to be healthy and well cared for

This agreement is a condition of sale and applies to all our dogs and reasonable care with this puppy, of this puppy, including but not limited to the following.

1. Purchaser must provide all required immunizations from time of purchase. Puppy must have all puppy boosters recommended by their vet after leaving the premises. Puppy must also have rabies when recommended by their vet and then any boosters. I personally do not do rabies in conjunction with another other vaccination. It is done on a separate day. Any parasite, internal or external, must be promptly eliminated.
2. Clean, fresh water and proper food, in sufficient amounts must be provided. Puppy must be kept clean, warm, and dry. Puppy may not be allowed outside unattended. People have and do steal them from fenced yards. Big business.
3. This puppy is NOT to be harshly physically reprimanded at any time. Should the purchaser decide at any time in this puppy/dog's life to dispose or give away the dog MUST BE RETURNED to the breeder. This is done at the purchaser's expense. This dog MUST NOT be sold or surrendered to a shelter or rehomed unless agreed upon with purchaser and the breeder. This is a life-long commitment and should not be entered into lightly.
4. The purchaser is aware that owning a puppy/dog is very expensive and the purchaser is responsible for upkeep, food, vet costs, training and you must also be willing to spend the time properly training this puppy. We are available throughout the puppy's life to answer any questions and help you to deal with any concerns.
5. IF ALL AND EVERY one of these conditions are not met, the breeder will not be responsible to replace this puppy. They often cry for the first few days and in the middle of the night. Let them cry it out and it will get easier. House training takes time and patience and does not happen overnight. Puppy training school is highly recommended. It is also highly recommended that you keep pet insurance. Vet bill can be astronomical. Be prepared! _____

PURCHASER'S OBLIGATION TO SPAY AND NEUTER

The purchaser agrees to spay/neuter by an accredited vet knowledgeable with the breed within 13 months of the puppy's birth date unless otherwise agreed upon with the breeder. The purchaser will supply confirmation of such from the purchaser's veterinarian.

The purchaser firmly agrees that they will NEVER breed this puppy/dog at any time. The purchaser agrees to give the breeder \$7500 if the spay/neuter certificate is not provided to the breeder by 16 months of age unless agreed upon with the breeder _____

If said dog is bred, the purchaser agrees to give the breeder \$10,000 in damages and pay all cost costs. Also, the purchaser agrees to surrender said dog to the breeder if this dog is bred at any time. Purchaser also gives the breeder the right to enter their home and apprehend the dog at any time if the dog is bred or abused. This remains in effect for the life of the dog _____

FORUM FOR DISPUTE

Each party hereto irrevocably agrees that the courts of the Province of Ontario, Canada shall have exclusive jurisdiction to settle any dispute and/or controversy of whatever nature arising out of or relating to this contract or the sale of the puppy, and that accordingly any suit, action or proceeding arising out of or relating to such matters shall be brought in the courts of the Judicial District of Guelph in The Province of Ontario, Canada and to this end, each party hereto irrevocably agrees to submit to the jurisdiction of the courts of the Province of Ontario, Canada. _____

EXCLUSION of STATUTORY CONDITIONS, WARRANTIES, and OTHER CAUSES OF ACTION

The purchaser agrees that the Health Warranty and the Fatality Warranty are in lieu of all warranties, expressed or implied, by operation of law or otherwise. The parties agree to exclude any implied warranty of merchantability, fitness for the purpose or any other express or implied conditions or warranties arising from the Sale of Goods Act or Fair-Trading ACT of the Province of Ontario or similar legislation of the Province of Ontario or any other jurisdiction.

The health warranty and the fatality warranty are the only warranties given by the Breeder, and without Restricting the generality of the foregoing, the breeder is not liable for any veterinary bills or mediation expenses arising after the date of sale, or for the death of the puppy due to accident, injury, abuse, or neglect, or for compatibility of the puppy with other animals. The parties further agree that the BREEDER will not be liable to the purchaser in part of for any consequential damages in contract for any incident resultant from or in any way connected to this contract of the Breeders breeding of the puppy, and specifically the breeder will not be liable to the purchaser for negligence or gross negligence. The purchaser hereby agrees to indemnify the breeder against any liabilities, damages, or any other remedies whatsoever any third party may have against the breeder in any way relating to the puppy arising after the date of sale, for personal injuries or otherwise, including liability for negligence or gross negligence. _____

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and no changes can be made, save for in writing and signed by both parties. Other than the health warranty and fatality warranty, the parties agree there are no other conditions agreed to, representations made or warranties given. _____

CERTIFICATE OF REGISTRATION

The breeder will supply to the purchaser a certificate of registration once the proof of spay/neuter is received and not before. It may take up to three months for the certificate to come _____

We understand that at no time is the puppy/dog to be given a kennel cough vaccination that is administered up the nose, but we are to advise our vet to give oral or injectable. _____

IF A PROBLEM SHOULD ARISE WITH THIS PUPPY DOG and for the life of the PUPPY/DOG I FULLY AGREE TO KEEP THIS ISSUE BETWEEN MYSELF AND THE BREEDER AND I WILL NOT SLANDER THE BREEDER ON FACEBOOK OR ANY OTHER MEDIA OUTLET! Signature of Purchaser _____

The purchaser fully agrees to never give away or sell this puppy/dog or surrender to a shelter under any circumstances. If the purchaser no longer can care for this puppy/dog it is to immediately be returned to the breeder and it is understood that no money will be refunded. If the purchaser does not return the puppy/dog the purchaser agrees to give the breeder \$5000.00 as a penalty. NEVER FEEL EMBARRSSED THAT YOU CAN NOT CARE FOR THE DOG. We will discuss the best solution for the dog together.

Signature of Purchaser _____

This puppy/dog will stay in the name of Darlene Eschlboeck or Aldar's Breeder until the spay/neuter certificate is received. _____

All of this is agreed to on this date: _____

Purchaser's Printed Name/s _____

Purchaser's Signature/s _____

Purchaser's address and phone number _____

Seller/breeder Signature _____

Genetic health and fatality warranties ending _____