

Sereia Poodles Show and Breeding Prospect Contract & Health Guarantee
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AGREEMENT OF PUPPY SALE
(SHOW AND BREEDING PROSPECT CONTRACT & HEALTH GUARANTEE)

This document will serve as a legal and binding contract between Amanda Gomes of Sereia Poodles, hereinafter referred to as the “Breeder/Seller”, and _____, hereinafter referred to as the “Co-owner”.

Co-owner is entering this Agreement to acquire the following:

- Guardian Home Contract
- Show and Breeding 50-50 Co-ownership Contract (for beginner show homes)
- Show and Breeding 90-10 Co-ownership Contract (for experienced show/breeding homes)

Co-owner initials: _____

Definitions for the above-mentioned options can be found at the end of this document.

CO-OWNER INFORMATION

Co-owner’s Name(s): _____

Address: _____

Phone Number: _____ **CKC Membership #:** _____

Email: _____

PUPPY INFORMATION

Total Purchase Price: _____

Puppy’s Call Name: _____

Puppy’s Coat Colour: _____

Puppy’s Registered Name: _____

Date of Birth: _____ **Puppy’s Microchip #:** _____

Gender: _____ **Dam:** _____ **Sire:** _____

SIRE & DAM INFORMATION

Sire's Registered Name: _____

Sire's AKC or CKC Reg #: _____

Sire's CHIC #: _____ Sire's DOB: _____

Dam's Registered Name: _____

Dam's AKC or CKC Reg #: _____

Dam's CHIC #: _____ Dam's DOB: _____

FOUR YEAR HEALTH GUARANTEE:

Breeding decisions are made carefully in an effort to minimize the risk of health concerns common in Standard Poodles. We do this by testing the Sire and Dam above CHIC and Poodle Club of America (PCA) standards, and consider results when choosing pairs. There will always be unknown factors and as such this provision does not cover conditions that have an unknown or complex inheritance pattern.

Breeder provides a Health Guarantee for Life-Threatening or Crippling Genetic Health Conditions for four (4) years from the date of birth for the following:

- Ocular disease resulting in blindness as determined by a boarded ACVO Ophthalmologist.
- Congenital Deafness as determined by a BAER test.
- Affected CDDY/IVDD as determined by an OFA-approved laboratory
- Affected von Willebrand Disease (vWD) bleeding disorder as determined by an OFA-approved laboratory.
- Affected Neonatal Encephalopathy (NE) neurological disease as determined by an OFA-approved laboratory.
- Affected Degenerative Myelopathy (DM) of the central nervous system as determined by an OFA-approved laboratory.
- Affected Day Blindness as determined by an OFA-approved laboratory.
- Affected Progressive Retinal Atrophy & RCD4 of the central nervous system as determined by an OFA-approved laboratory.
- Genetic Hip or Elbow Dysplasia, providing the puppy has not been overweight, exposed to unhealthy environmental conditions, or had any physical injury or issues whose cause is unknown or may have an environmental link.
- Cardiac (heart) disorders requiring surgery or a heart disorder requiring life-long treatment diagnosed by a Board-Certified Canine Cardiologist. To be submitted to OFA.
- Addison's Disease, diagnosed by a licensed veterinarian through a laboratory.
- Sebaceous Adenitis, diagnosed by skin bunch biopsy, done at a licensed veterinarian, submitted to an OFA-approved laboratory.

If the Puppy/Dog is found to be affected by one of the Life-Threatening or Crippling Genetic Health Conditions listed above, Breeder requires:

- Certification from the treating veterinarian(s) that the defects were caused solely by genetics, without question. The defects must be determined to NOT have been caused by an accident, poor state of health, environment, early spay/neuter, abuse, or obesity.
- Documentation from a licensed veterinarian, and any relevant laboratory results. Buyer must give permission to their veterinarian to communicate with Breeder and share the puppy's/dog's complete health records (from all veterinarians).
- Breeder reserves the right to have the puppy/dog examined by a secondary veterinarian of Breeder's choosing, acquire DNA testing and/or check microchip to determine the puppy/dog is one of Breeder's lineage, and its health status at Co-owner's expense.
- Co-owner must provide a signed statement that includes: the puppy's/dog's microchip number, document from veterinarian showing the date and specific defect, and all supporting, conclusive diagnostics.

If a licensed veterinarian determines the puppy/dog has one of the Life-Threatening or Crippling Genetic Health Conditions listed above, a replacement puppy of equal value will be offered when available (color and markings not guaranteed). Breeder will never ask Co-owner to return their beloved puppy to receive the replacement puppy unless that is what the Co-owner elects to do. If Breeder does not have a litter due within a reasonable time frame (within 18 months of confirmed defect) Breeder shall refund the initial purchase price of \$2,500 CAD.

If the puppy/dog dies within the Health Guarantee Period (four years), Breeder is to be notified immediately. If the cause of death is suspected to be a Genetic Condition, a necropsy must be performed. The necropsy must be conducted by a veterinarian of Breeder's choosing or approved by Breeder. To honour the Health Guarantee, results must be provided to Breeder at Co-owner's expense.

The Health Guarantee does not cover accident, injury, neglect, mistreatment, or mishandling by Co-owner. The Health Guarantee does not cover any non-genetic disease, contagious illness, or defect including but not limited to parasites, umbilical hernias, allergies, ear conditions, fleas/ticks, dewclaws, eye tearing, heartworms, or infections.

CONDITIONS AND PROVISIONS. BREEDER AND CO-OWNER AGREE TO THE FOLLOWING:

1) VETERINARY WELLNESS:

a) This puppy/dog has been physically examined, microchipped, dewormed, and received vaccines appropriate for its age by a licensed veterinarian. This puppy/dog has been examined by a licensed veterinarian and given a clean bill of health before leaving Breeder's home. To the best of Breeder's and the veterinarian's knowledge, this puppy/dog has no known diseases or illnesses.

b) Co-owner will take this puppy/dog to a licensed veterinarian of Co-owner's choosing within 72 hours of pick-up or delivery. If this puppy/dog is found to have a health issue that is untreatable or a genetic condition, a letter from the licensed veterinarian specifying the problem/diagnosis must be presented to Breeder within five business days of pick-up/delivery. In the case where an untreatable health issue/genetic condition is validated by Breeder, the puppy/dog is to be returned to Breeder within five days of the issue's discovery, and a refund of the full purchase price – not including transportation – will then be given to Co-owner, therefore ending this contract entirely. If Co-owner fails to complete a veterinary check-up within 72 hours, or the puppy is returned within the 72-hour period, this Health Guarantee is Null and Void.

c) Breeder is NOT responsible in any way for any debts or expenses, including vet expenses or travel expenses incurred by Co-owner for any reason. Veterinary care and its associated costs are the sole and exclusive responsibility of Co-owner.

d) The foregoing Agreement expressly excludes any health issues caused by Co-owner's ill-treatment, abuse, neglect, injuries that occur while under the care of Co-owner or a temporary caretaker, any health issues that result from the puppy's/dog's transportation from Breeder to Co-owner, or any minor illnesses or health issues. This includes upper respiratory infections, allergic reactions, Stress Colitis/diarrhea, internal or external parasites or contagious viruses (including Canine Parvovirus), UTIs, ear infections, and Vaginitis.

e) This puppy/dog has been vaccinated and de-wormed suitable to its age at time of purchase. Breeder will supply up-to-date health records for this puppy/dog to Co-owner. Over-vaccinating or improperly vaccinating can lead to dangerous reactions, autoimmune diseases, cancers, liver damage, or death. When the Rabies vaccine is due, to avoid adverse reactions it should NOT be administered at the same time as other vaccines, antibiotics, deworming, or flea and tick treatments, etc.

2) This puppy/dog has been microchipped. Microchip #: _____.
Breeder contact information will be registered to the microchip and must NOT be removed. Co-owner's information will be added as a second contact.

- 3) This puppy/dog will be registered with the Canadian Kennel Club.
- 4) TAIL DOCKING: Co-owner will never amputate this puppy's/dog's natural (non-docked) tail unless deemed necessary by a licensed veterinarian due to injury or disease. If Co-owner perpetrates a docking/amputation surgery for aesthetic/cosmetic reasons, Breeder will reclaim possession and ownership of the puppy/dog. Co-owner must return the puppy/dog, and any CKC and veterinary records to Breeder within seven days of the Breeder learning of the operation.
- 5) The purchase price is \$2,500 CAD ("Purchase Price") with the balance due (minus the deposit) in full upon Co-owner's pick-up of the puppy/dog at 8 weeks of age. Any shipping and handling expenses are the responsibility of and shall be paid by Co-owner. All payments due under this Agreement shall be paid to Breeder. If balance is not paid when it is time for puppy to go to its new home, then contract is Null and Void. Breeder reserves the right to refuse a sale and refund at any time.
- 6) SPAY/NEUTER: Co-owner will NOT Spay or Neuter this puppy/dog at any point without prior written consent from Breeder, as this puppy/dog is a Show and/or Breeding Prospect.
- 7) LIFETIME RETURN POLICY: In the event Co-owner is unable to keep this puppy/dog for any reason, at any point, Co-owner agrees to immediately return the puppy/dog to Breeder with their CKC paperwork and all veterinary records. The puppy/dog may be returned to Breeder for any reason that is in the best interest of the puppy/dog at Co-owner's cost without financial restitution. As a responsible breeder, Breeder never wants this puppy/dog to go to a shelter or rescue organization, animal testing laboratory, pet store or to end up in a puppy mill. In the instance that the Breeder may not be able to take the puppy/dog back, Breeder and Co-owner can work together in finding an appropriate re-homing situation, that Breeder approves of. Breeder and Co-owner acknowledge and agree that unforeseen circumstances may arise in which it becomes impossible for Co-owner to uphold future obligations under this Agreement. In such circumstances, Co-owner must immediately notify Breeder and Breeder shall have the right to reclaim possession and ownership of this puppy/dog. If Breeder does reclaim possession/ownership, Co-owner will NOT be entitled to any compensation from Breeder, nor be obligated for any future care of this puppy/dog but shall not be absolved or released from any past violations of this contract nor damages sustained by Breeder as a result thereof. If Co-owner places this puppy/dog in a shelter, rescue, pet store, animal testing laboratory or unauthorized breeding program, Co-owner agrees to pay Breeder compensation of \$10,000 plus any fees within 30 days to facilitate the Breeder in reclaiming possession of the puppy/dog from any such organization.

- 8) Co-owner will not change this puppy's/dog's registration name without Breeder's prior written consent and will never remove the kennel prefix "Sereia's" or "Sereia" from this puppy's/dog's registration name.
- 9) Breeder guarantees that both the Sire and the Dam of this puppy/dog have had the breed-specific health clearances performed and certified. These include the required testing listed by the PCA and OFA recommendations. Health testing of the Sire and Dam will be available for Buyer to verify on OFA.org, sereiapoodles.ca or printed for their records.

GENERAL CO-OWNER GUIDELINES. CO-OWNER AGREES TO THE FOLLOWING:

Throughout this puppy's/dog's life Breeder will support Co-owner in finding training resources, answering questions, assisting with concerns, and offering guidance with grooming, events, etc. Breeder will have a private Facebook Group, specifically made for puppy homes, where each home can share successes, tips, questions, and updates with littermates and Breeder. Breeder can be reached anytime with questions through Facebook, phone, or email.

PROPER CARE: Proper care and humane treatment including an adequate and nutritious diet; clean water; safe and clean living and travel conditions; adequate exercise; regular veterinary care from a licensed veterinarian annually for the life of the dog; kind and responsive human companionship, and training in appropriate behavior. Co-owner will provide immediate veterinary care in the event of accidents, sudden serious illness and/or emergencies.

INDOOR COMPANION: This puppy/dog is intended as an indoor companion and is NOT to be tied or otherwise tethered outdoors as its primary confinement. This puppy/dog should never be allowed to roam free unsupervised outside of the Co-owner's property. For safety, this puppy/dog should have a size-appropriate pet enclosure for car transportation and while unsupervised at home. This puppy/dog should never be transported in an open bed of a pick-up truck unless safely crated. Children should not be allowed to play with this puppy/dog unsupervised.

CARE TO PREVENT ORTHOPEDIC CONDITIONS:

- Proper nutrition to support ideal growth and maintain optimum body condition. Co-owner will not overfeed this puppy/dog nor allow it to become overweight. When a puppy/dog is overweight, it can affect their joints, and overall health.
- Age-appropriate exercise to maintain the puppy/dog in good condition, but no forced exercise before nine months of age (allow puppy to decide when to rest).
- Avoidance of stress injuries: do not allow the puppy to jump from heights taller than its shoulder until fully grown (two years of age) or the activity is approved by a licensed veterinarian.

- Avoidance of strenuous activities, such as agility jumps, weight pull, and running beside a bike before the age of nine months, which add strain to joints and growth plates affecting proper development.

SHOW AND BREEDING PROSPECT CO-OWNER OBLIGATIONS. BREEDER AND CO-OWNER AGREE TO THE FOLLOWING:

STRUCTURE: Breeder ensures that at time of pick-up/delivery this puppy/dog is structurally sound, meets the breed standard, and is being sold on a Co-owner Contract, as a Show and/or Breeding Prospect.

A puppy/dog may mature and display undesirable or disqualifiable conformational or temperamental faults that rule it out as a suitable Show and Breeding Prospect. These include:

- 1) Bad mouth: undershot, overshot, wry mouth, missing teeth or weak underjaw that has been checked and diagnosed by a licensed veterinarian.
- 2) Neck: ewe neck.
- 3) Hindquarters: cow hocks, sickle hocks.
- 4) Topline: roached.
- 5) Paws: flat or splayed.
- 6) Angulation: extreme over or under angulation.
- 7) Temperament: excessive shyness, aggression, or anxiety. (Even with Co-owner properly training and socializing)

If both Breeder and Co-owner determine the puppy/dog has structural or temperamental issues that result in the impossibility of obtaining their CKC or UKC Championship, a replacement puppy of equal value will be offered when available (color and markings not guaranteed). If Breeder does not have a litter due within a reasonable time frame (within 18 months of confirmed defect) Breeder shall refund \$1,500 of the initial \$2,500 CAD paid. If Co-owner does not or cannot keep puppy/dog as a pet/companion, Co-owner can choose to return the puppy/dog for a full refund, or re-home the puppy/dog with Breeder's assistance and agreement on a new home, and the Co-owner can keep the puppies rehoming fee. Breeder will never ask Co-owner to return their beloved puppy to receive the replacement puppy unless that is what the Co-owner elects to do.

TRAINING: Co-owner agrees to take the puppy/dog to regular handling classes for the purpose of training and socializing the puppy/dog for the show ring and show procedures.

BREEDING: Co-owner will NOT use this animal for breeding until a CKC or UKC Championship has been achieved, and the following health testing has been completed with favourable results after the age of two:

- 1) Hip & Elbow Dysplasia: Hip either through PennHip or OFA, Elbows through OFA.
- 2) Eye Disease: CAER examination performed by a Certified Optometrist. Results submitted to OFA.
- 3) Heart Abnormalities: Basic or advanced testing performed by a Certified Cardiologist. Results submitted to OFA.
- 4) DNA testing done by an OFA-approved laboratory (Embark, Wisdom Panel, UC Davis, Paw Print Genetics) for:
 - Degenerative Myelopathy
 - Neonatal Encephalopathy w/seizures
 - Progressive Retinal Atrophy
 - RCD4 Progressive Retinal Atrophy
 - von Willebrand Disease (vWD)
 - Day Blindness/Retinal Degeneration
 - Diversity Test through Better Bred

UNAUTHORIZED BREEDING: Co-owner understands if at any time this puppy/dog has produced offspring—

- whether purebred poodles, merle poodles, doodles, mixes or designer mix breeds
- before the puppy/dog has achieved their Championship
- before all Health Testing has been completed
- before the age of two (2) years old
- without prior consent from Breeder

—That Co-owner will return the puppy/dog to Breeder and will pay a \$10,000 fine within 30 days of whelping, plus expenses and court costs to Breeder.

PROFESSIONAL HANDLER: Co-owner agrees to only use a handler that Breeder approves of. Co-owner will not use another breeder for handling without discussing it with Breeder. Both parties must agree and be comfortable with the handler chosen.

OWNER HANDLING: Co-owner can decide to owner-handle the puppy/dog themselves, or have Breeder handle the dog, if Co-owner lives within reasonable distance. Breeder highly encourages Co-owner to handle their own puppy/dog to their Championship when possible.

COAT MAINTENANCE: Co-owner agrees to maintain the puppy's/dog's show coat. Bathing, drying, brushing, combing, nail trimming, and when necessary, banding and wrapping the coat on a weekly basis. Coat must always be in good condition, free of tangles and matting. Co-owner can maintain the clipping and scissoring of a show coat, if handling themselves. Co-owner can consult with the professional handler on clipping and scissoring, if a professional handler has

been hired. Co-owner is NOT permitted to cut down the puppy's/dog's coat until finished their Championship or has written consent from Breeder.

COSTS OF SHOWING, HEALTH TESTING AND RAISING A LITTER: **Can be adjusted by the list found at the bottom of the contract, depending what kind of show home ownership this will be.**

LEGAL AGREEMENT:

This Contract constitutes the entire Agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

Co-owner has read the Agreement in its entirety and understands and consents to all stipulations outlined within. Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER'S/SELLER'S PRINTED
NAME _____

BREEDER'S/SELLER'S SIGNATURE

EFFECTIVE DATE: _____

CO-OWNER'S PRINTED NAME _____

CO-OWNERS'S SIGNATURE _____

EFFECTIVE DATE: _____

DEFINITIONS OF CO-OWNERSHIP CONTRACT OPTIONS:

GUARDIAN HOME:

In a Guardian Home agreement, the Breeder is responsible for all show and breeding-related responsibilities and expenses, while the Guardian is responsible for all other customary pet care and its costs. Breeder will periodically take possession of the stud or bitch during its optimal breeding years. The dog will then be spayed/neutered and loved as a pet dog by the Guardian Home for the rest of its life. The Guardian Home will follow basic care rules stipulated within the contract.

BREEDER OBLIGATIONS:

- Retains all breeding rights and ownership until the dog is eventually spayed/neutered at which point ownership will be transferred to Guardian.
- Handles show, health testing, and any other breeding-related expenses including breeding-related emergencies.
- Shows the dog to their CKC and/or UKC Championship(s).
- Full grooming maintenance and related costs while in show-coat and until finishing their Championship.
- Entitled to independently decide to what dog(s) they choose to breed to.
- Administrate breeding/AI appointments.
- Take temporary possession of stud for breeding or bitch for breeding and at end of pregnancy, through whelping and weaning.

GUARDIAN HOME OBLIGATIONS:

- Customary pet ownership costs including food, treats, accessories, municipality licensing, training, and non-breeding-related emergency, and routine vet care such as vaccinations, and flea/tick/heartworm prevention.
- Daily maintenance of show-coat between grooming appointments with Breeder until show career is finished (Keep coat clean, well brushed out, and free of matts between shows).
- All grooming responsibilities fall to the Guardian after show career is finished at which point the dog may be trimmed into a pet clip.
- Ensure the puppy/dog is safe, healthy, and mentally and physically engaged through exercise and ongoing training (mainly handling classes). Never using a prong collar, or electric training collar on the puppy/dog for training.
- Willingly grant Breeder temporary possession of dog/bitch for shows, health tests, breeding, breeding-related vet visits, pregnancy, whelping and weaning.
- Understand and accept risks inherent in breeding including health complications, injury, or death.
- Will not have a say in who Breeder chooses to breed the dog/bitch to.

- Live within one hour of Breeder and be willing to travel for grooming and show appointments.
- Performance Sports expenses can be solely Breeder's responsibility or be split depending on the Guardian Home's interest in doing sports and which titles are achieved.

SHOW AND BREEDING 50-50 CO-OWNERSHIP CONTRACT

In this type of show home, Breeder and Co-owner split show and breeding responsibilities, expenses, and income 50-50. This option is great for someone looking to enter the dog breeding world with an experienced partner to guide them. Co-owner will follow basic care rules stipulated within the contract.

- Breeder and Co-owner split all show and breeding-related responsibilities and expenses 50-50.
- Customary pet ownership costs including food, treats, accessories, municipality licensing, training, non-breeding-related emergency, and routine vet care such as vaccinations, and flea/tick/heartworm prevention are the sole responsibility of the Co-owner.
- Co-owner is responsible for daily maintenance of show-coat between grooming appointments with Breeder until show career is finished, at which point the dog may be trimmed into a pet clip. (Keep coat clean, well brushed out, and free of matts between shows).
- Co-owner will ensure the puppy/dog is safe, healthy, and mentally and physically engaged through exercise and ongoing training. Never using a prong collar, or electric training collar on the puppy/dog as part of training.
- Expenses including grooming supplies, emergency/breeding-related vet visits, show entry fees, travel, health testing, breeding, litter whelping and weaning etc., will be split 50-50.
- Any income from stud fees or puppy sales from the co-owned dog will be shared 50-50 between Breeder and Co-owner.
- Which stud to use on which bitch, and vice versa, will be a joint decision made between both parties with final say falling to Breeder if Co-owner is unable to assist or a compromise cannot be made.
- Dog will only be bred after a CKC or UKC CH, after all health testing listed on the contract is completed with favourable results, and dog is two years of age or older.
- Breeder and Co-owner will determine who will administrate breeding/AI appointments.
- Co-owner will willingly grant Breeder temporary possession of dog/bitch for shows, health tests, breeding, breeding-related vet visits, pregnancy, whelping and weaning. AS NEEDED. Co-owner may be able to provide all listed themselves as well, pending Breeder approval.
- Co-owner understands and accepts risks inherent in breeding including health complications, injury, or death.

- Live within one hour of Breeder and be willing to travel for grooming, vet, breeding, and show appointments.
- Performance Sports expenses will be split depending on Co-owner's interest in doing sports and which titles are achieved.
- All grooming responsibilities fall to the Co-owner after show career is finished.

SHOW AND BREEDING 90-10 CO-OWNERSHIP CONTRACT

This option is for someone who is already experienced in the show ring and with dog breeding, such as an established breeder. It is a 90-10 split as Co-owner will have the majority of the responsibility, while Breeder is entitled to some influence and authority. The Sereia/Sereia's Prefix will be kept on the dog's registration and registered name. Co-owner will follow basic care rules stipulated within the contract.

- Breeder retains the right to collaborate with Co-owner on approving which stud to use on which bitch, and vice versa. Each pairing will be a joint decision made between both parties with final say falling to Breeder if a compromise cannot be made.
- Co-owner handles show, health testing, and any other breeding-related expenses including breeding-related emergencies. Customary pet ownership costs including food, treats, accessories, municipality licensing, training, non-breeding-related emergency, and routine vet care such as vaccinations, and flea/tick/heartworm prevention are the sole responsibility of the Co-owner.
- Co-owner must show the dog to their CKC and/or UKC Championship(s).
- Dog will only be bred after a CKC or UKC CH, after all health testing listed on the contract is completed with favourable results, and dog is two years of age or older.
- Co-owner is responsible for full grooming maintenance and related costs while in show-coat as well as after their show career. Co-owner will keep the coat clean, well brushed out, and free of matts.
- Co-owner will ensure the dog is safe, healthy, and mentally and physically engaged through exercise and ongoing training.
- Expenses including grooming supplies, emergency/breeding-related vet visits, show entry fees, travel, health testing, breeding, litter whelping and weaning etc., will be the sole responsibility of the Co-owner.
- Any income from stud fees or puppy sales from the co-owned dog will be paid to the Co-owner.
- Co-owner is responsible for administrating breeding/AI appointments.
- Co-owner solely responsible for the care of the dog/bitch during shows, health tests, breeding, breeding-related vet visits, pregnancy, whelping and weaning.
- Co-owner understands and accepts risks inherent in breeding including health complications, injury or death.

- Any Performance Sports expenses will be responsibility of Co-owner.