

## Sereia Poodles Contract & Health Guarantee

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AGREEMENT OF PUPPY SALE. (SPAY / NEUTER 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 “buyer.”

### BUYER INFORMATION

Buyers Name(s): \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ CKC Membership #: \_\_\_\_\_

Email: \_\_\_\_\_

### PUPPY INFORMATION

Total Purchase Price: \_\_\_\_\_

Puppy's Call Name: \_\_\_\_\_

Puppy's Coat Color: \_\_\_\_\_

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. And to be submitted to OFA.
- Addison's Disease, diagnosed by a licensed veterinarian through a laboratory.
- Sebaceous Adenitis, diagnosed by skin punch biopsy, done at a licensed veterinarian, submitted to an approved OFA 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 Buyer's expense.

- Buyer 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 Buyer to return their beloved puppy to receive the replacement puppy unless that is what the Buyer 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 Buyer's expense.

The Health Guarantee does not cover accident, injury, neglect, mistreatment, or mishandling by Buyer. 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.

#### **BREEDER AND BUYER AGREE THAT:**

##### **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)** Buyer will take this puppy/dog to a licensed veterinarian of Buyer'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 Buyer, therefore ending this contract entirely. If Buyer 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 Buyer for any reason. Veterinary care and its associated costs are the sole and exclusive responsibility of Buyer.

d) The foregoing Agreement expressly excludes any health issues caused by Buyer's ill-treatment, abuse, neglect, injuries that occur while under the care of Buyer or a temporary caretaker, any health issues that result from the puppy's/dog's transportation from Breeder to Buyer, 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, 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 Buyer. 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, 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. Buyer's information will be added as a second contact.
- 3) This puppy/dog will be registered with the Canadian Kennel Club under Limited Registration.
- 4) TAIL DOCKING: Buyer 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 Buyer perpetrates a docking/amputation surgery for aesthetic/cosmetic reasons, Breeder will reclaim possession and ownership of the puppy/dog. Buyer 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 of \$2,500 CAD ("Purchase Price") is agreed with the balance due in full upon Buyer's pick of the puppy/dog at 8 weeks of age. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. 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 new home, then contract is null and voided. Breeder reserves the right to refuse a sale and refund at any time.

- 6) SPAY/NEUTER: Buyer will NOT Spay or Neuter this puppy/dog before 18 months of age. Doing so will Null and Void this four year Health Guarantee. Acceptable methods of sterilization performed by a licensed veterinarian include Ovary-Sparing Spay/Hysterectomy, Laparoscopic Ovariectomy, or traditional Spay for females, and Vasectomy or traditional Neutering for males. There are potential long-term effects on a canine's health if Spayed/Neutered too early. Problems caused by being spayed or neutered too young can include unbalanced growth, hip dysplasia, connective tissue issues, endocrine issues, tumors/sarcomas, decreased lifespan, and autoimmune issues.
- 7) BREEDING PROHIBITED: Buyer will never use this animal for breeding and agrees to have it spayed/neutered by four years of age. This puppy/dog is being sold with Limited Registration. This puppy/dog may still compete in all CKC performance events including obedience, rally, agility, scent work, trick dog, tracking, field work, dock diving, therapy, flyball, disc dog, coursing, barn hunt, Sprinter, etc.
- 8) UNAUTHORIZED BREEDING: This puppy/dog is being sold solely as a companion. Breeding of this puppy/dog is expressly prohibited. Buyer understands if at any time this puppy/dog has produced offspring including purebred poodles, merle poodles, doodles, mixes or designer mix breeds, Buyer 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.
- 9) LIFETIME RETURN POLICY: In the event Buyer is unable to keep this puppy/dog for any reason, at any point, Buyer 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 Buyer'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, The Breeder and Buyer can work together in finding an appropriate rehoming situation, that the Breeder approves of. Breeder and Buyer acknowledge and agree that unforeseen circumstances may arise in which it becomes impossible for Buyer to uphold future obligations under this Agreement. In such circumstances, Buyer 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, Buyer 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 Buyer places this puppy/dog in a shelter, rescue, pet store, animal testing laboratory or unauthorized breeding program, Buyer 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.

10) Buyer 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.

11) 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.

### **BUYER OBLIGATIONS. BUYER AGREES TO THE FOLLOWING:**

**PROPER CARE:** Proper care and humane treatment including an adequate and nutritious diet; clean water; safe and clean living and travel conditions; grooming at a minimum of every 8 weeks; 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. Buyer 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 Buyer'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:**

- 1) Proper nutrition to support ideal growth and maintain optimum body condition. Buyer 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.
- 2) 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).
- 3) 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.

- 4) 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.
- 5) Do not Spay/Neuter the puppy/dog before 18 months of age.

The Breeder will help you find resources regarding training, help with questions, concerns, events, etc, all throughout your puppy/dogs life. The 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 the Breeder. The Breeder can be reached anytime with questions through Facebook, phone, or email.

**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.

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

BUYER'S PRINTED NAME \_\_\_\_\_

BUYER'S SIGNATURE \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_