

Luchan^{reg} Golden

Purchase Agreement

This male/female puppy, born to _____ ex _____
will be registered with the Canadian Kennel Club as: _____, microchip number _____
and is sold to the person(s) listed below, owner(s) under the agreed upon terms of sale.

The puppy has been microchipped in accordance with CKC (Canadian Kennel Club) regulations

This puppy is sold as a family companion. The puppy is the result of selective mating of parents who have been screened for canine hip dysplasia, eye disease, cardiac disease, elbow dysplasia and are of sound temperament and conform to the Canadian Kennel Club Breed Standard. The purchaser will be provided with copies of the clearances for the parents and a four generation pedigree.

This puppy is being sold as a happy, healthy puppy of sound temperament, which should develop into a good representative of the breed. The owner(s) agree to take good and reasonable care of the dog by providing adequate attention, training, exercise, nutrition, shelter and medical care.

The owner(s) also agree to properly train this dog. This puppy is considered to be of sound temperament at the time of sale. To maintain this, the puppy must be well socialized and attend a recognized training school for puppies participating in at least 6 sessions. ***The importance of this early training cannot be over emphasized.*** Failure to provide this training by the time the puppy is 5 months old will void the warranty. Evidence of a CKC title eg Canine Good Neighbour or other proof of an equivalent level of training acceptable to the breeders, will be provided by the dog's first birthday. On receipt of this proof, breeders will refund \$150 of the purchase price. It is our way of congratulating you and your dog on your successes and hope that you will continue to build on your dog's great potential!

When coupled with the above, this should ensure the physical and emotional well-being of the dog.

All our puppies are sold with the following 2 year guarantee. This puppy has had a complete examination by our veterinarian and is guaranteed to be in a good state of health on departure from our home. All veterinary expenses incurred after departure from our home are the responsibility of the owner(s).

The puppy must be maintained at proper weight. The weight of the puppy up until the expiry date of guarantees must be recorded on the veterinary file of this puppy. Overweight or underweight of five pounds or more as noted by the breeder or vet will void the health guarantees in this contract.

This guarantee is null and void if a female puppy is spayed before 6 months of age or a male puppy is castrated before 18 months of age. New scientific evidence is emerging rapidly and owners are encouraged to consult with breeders before neutering this puppy.

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In any case where a dog is returned to the breeder the following apply:

- a) the dog must be returned to the breeders in good and clean condition.
- b) the dog must be returned at the owner's expense
- c) the Canadian Kennel Club individual registration must be signed back to the breeders

Thirty Day Return

If the puppy is returned in clean, healthy condition, within 30 days due to a situation beyond the control of the owner(s) (landlord's disapproval, allergies to the puppy, disagreement of family members etc.) and the Canadian Kennel Club Individual Registration papers are signed back to the breeders and returned at the same time as the puppy, the owner will receive a refund of one half of the purchase price.

The owner(s) have three options of guarantee for health problems caused by Inherited Disorders or for bad Temperament:

If problems arise concerning the hips, heart, eyes or elbows, the tests to identify these diseases must be done by a certified body {**hips or elbows, OFA or BVA; eyes, by a board certified member of the ACVO and heart, by a member of ACVIM, Specialty of Cardiology**}. **The owner(s) are responsible for the costs of these tests and must provide a copy of the certificate and register it with the OFA website.** The breeders reserve the right to have the dog re-examined, at their cost, by a veterinarian or institution of their choice. If the dog is diagnosed after re-evaluation, as having any of these above mentioned problems (as per recognized institutions mentioned above) and **is exhibiting clinical signs**, the Options below apply.

The dog is also guaranteed to be of sound temperament. If the dog is found to be vicious by the breeder, by a court of law or by a CKC certified Canine Good Neighbour evaluator, the following Options apply.

Options:

- 1) If the dog is returned under the conditions above, the breeders will reimburse the owner(s) the purchase price.
- 2) If the owner(s) chooses to retain ownership of the dog, then owner(s) will be refunded \$500.00 of the purchase price and the breeder will have no further responsibility.
- 3) If the dog should have to be euthanized due to one of these mentioned problems and that decision is fully supported in writing by the examining veterinarian and with the concurrence of the breeders' vet, then a full replacement or financial reimbursement, within a reasonable time frame and from a mutually agreeable litter will be given by the breeders. Replacement or financial reimbursement is at the discretion of the breeders.

There are no guarantees other than those listed above.

Any mishaps, illnesses or diseases not listed in this agreement are the responsibility of the owner(s).

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NON-BREEDING

This puppy is sold on a Non-breeding Agreement (CKC201E1/93), which must be signed by the owner(s).

To consider canceling the non-breeding agreement:

- a) the breeders must be supplied with clearance copies: (to include hip, elbow, heart, and eye certificates from recognized institutions) and
- b) in the **opinion of the breeder and the stud owner**, the dog must be a good representative of the breed as measured by the CKC breed standard for the Golden Retriever.
- c) Breeding of this dog must be in the best interest of the Golden Retriever breed.
- d) Upon determination that these conditions have been satisfied, the Non-Breeding agreement will be canceled through submission of the Canadian Kennel Club Non-Breeding Cancellation form. The administrative costs payable to the CKC to cancel the non-breeding form are the responsibility of the owner(s). The owner(s) agree to act in accordance with the CKC regulations and code of ethics. Owner(s) further agree that should the non-breeding contract be lifted, they will only breed in conformity with the Golden Retriever Club of Greater Toronto standards and code of ethics. **If the dog is bred outside of the above conditions, the breeders will have the right to seize and repossess the dog and any offspring, at the owner(s)' expense and the owner(s) shall pay to the breeders \$5000 or the actual cost of recovering the dog and puppies, whichever is greater.**

RE SALE OR RETURN OF THIS PUPPY

If for any reason the owner wishes to sell or place the dog, **the breeders have the right to first refusal at a sum not to exceed the original purchase price.** If, with the breeders' agreement, the dog is sold to or placed with a third party, the new owner(s) must agree, in writing, to abide by the continuing terms of this agreement. Breeder will be provided with a copy of the contract signed by the new owners along with contact information for the new owner.

If the owner(s) wish the breeders to place the dog in a new home, then the owner(s) will be responsible for expenses incurred while the dog is being boarded and agree to sign the papers over to the new owner(s) without delay.

If the owner(s) decides to return the puppy, then once it is in the hands of the breeders, the breeders' decisions about care and placement become final and the dog will not be returned to the owner(s) . The owner(s) must sign the registration transfer papers back to the breeders

POWER OF ATTORNEY

Owner herewith specifically grants Power of Attorney to breeder, to allow breeder in owner's name to claim the dog who is the subject of this contract from any Animal Shelter, Animal control facility, Humane Society, SPCA, or Animal Rescue facility, should the dog be held in any such place or facility. Owner holds the sheltering authority, agency, or party harmless for turning over the dog to breeder.

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OBLIGATION TO KEEP BREEDERS INFORMED

If the owner(s) change address, location of the dog or telephone numbers, then the breeders will be supplied with the new address, location and/or telephone number within 30 days. If anything should happen to your puppy throughout his years, that would require extensive surgery, expensive tests or treatment, please contact us for advice about receiving a second opinion concerning the proper method of diagnosis and treatment. We are familiar with our lines and have the contacts to help you get a competent second opinion that could save you thousands of dollars or your dog's life.

The owner(s) further agree to notify breeders of both accomplishments and health issues throughout the dog's life and at the end of its life, to notify breeders of the date and cause of death.

THIS IS THE EXTENT OF THE PURCHASE AGREEMENT.

By my signature I agree to the above conditions in this *Purchase agreement*.

Owner _____ Date _____

Owner _____ Date _____

Breeder _____ Date _____

Breeder _____ Date _____

Witness _____

Luchan Goldens
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