



## **Straza Cosy S – Sales Contract/Health Warranty**

This contract is for the sale of a German Shepherd Dog from Straza Cosy S. This Puppy will hereby be referred to in this contract as “Puppy or Dog”.

### **BUYER**

Full Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Vet's name and Phone Number: \_\_\_\_\_

Hereby referred to in this contract as the Buyer.

### **BREEDER**

Name: Barry W Straza

Kennel Name: Straza Cosy S

Location: Hythe, Alberta, T0H 2C0

Hereby referred to in this contract as the Seller, Breeder, and Straza Cosy S.

Puppy Information:

Dog Name: \_\_\_\_\_ Dog Colour: \_\_\_\_\_ Sex: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Dam: \_\_\_\_\_

Sire: \_\_\_\_\_

Price: \_\_\_\_\_

The Buyer agrees to purchase this puppy from Straza Cosy S at the price listed above.

General:

1. The Buyer may select a registered name for the dog provided it contains the kennel name Straza Cosy S and is provided to the Breeder **within a week of the sale date**. The Buyer may also elect to have the Breeder choose the dog's registered name.
2. The following are included in the sale price of the puppy:
  - Canadian Kennel Club Registration (with non-breeding agreement)
  - Purchase Contract and Health Warranty
  - Vet Checked
  - Puppy's Health Record
  - Permanent Identification (Microchipped)
  - First Two Vaccinations\Deworming
  - Lifetime Breeder Support
3. The full purchase price (and any applicable delivery charges) must be received prior to (or at the time of) pickup or delivery of the dog. We do NOT accept personal cheques for final payment – e-transfer, certified cheque, cash are the only accepted payments. Note – all prices listed are in CANADIAN funds. US cash is accepted at par. Applicable refunds are provided in Canadian funds.
4. This agreement, in combination with the Canadian Kennel Club Non-Breeding Agreement, constitutes the entire agreement between the Buyer and Breeder.

Responsible Ownership:

1. The Buyer agrees to provide this dog with proper food, water, shelter, attention, exercise, and training. In addition, the Buyer agrees to abide by local bylaws concerning the responsible ownership of a dog.
2. The Buyer agrees to provide annual veterinary checkups for this dog and understands that failure to do so may void any health warrantee in this agreement.

3. The buyer agrees to notify the breeder of any address changes that occur throughout the life of the dog.
4. The sale of this dog is conditional upon the following agreement: If the Buyer cannot keep this dog for any reason, at any time in its lifespan, Straza Cosy S must be contacted and the puppy\dog must be returned. The purchase price is NON-REFUNDABLE. Selling or unauthorized transfer of ownership of this puppy will result in Legal Action. The Buyer agrees that this dog will never be surrendered to a shelter or rescue association at any time. It is the Breeder's pledge that no Straza Cosy S puppy shall burden the shelter system and we will always make every effort to make sure the puppy or dog comes back to us if the Buyer cannot keep it. This is known as the Breeder's Lifetime Return Policy.

Health Warranty:

1. The Breeder believes this dog to be in excellent health at the time of sale. In the case that a life-threatening or untreatable condition is discovered by a veterinarian within 48 hours of pickup or delivery, the dog may be returned to the Breeder for a full refund of purchase price. Refunds are limited to the original purchase price of the dog and do not cover veterinary costs or shipping/delivery costs.
2. The Buyer agrees to maintain the dog in good health in order to minimize the occurrence of health problems. The Buyer understands that lack of exercise OR dangerous\over-exercise can damage joints and growth and either scenario will void the warranty.
3. The Buyer agrees that the Breeder has taken all possible precautions to produce healthy puppies, which includes preventative health screening of parent dogs. The Buyer further understands that the puppy is a living creature and once it leaves possession of the Breeder, the Breeder no longer has control over its health and wellness.

The Breeder offers the following Warranty:

The Breeder warrants that this puppy will be free of Hip Dysplasia and Elbow Dysplasia until its 30<sup>th</sup> month of age. THIS WARRANTY IS CONDITIONAL:

If your puppy is altered prior to 18 months of age, the warranty against Hip Dysplasia and Elbow Dysplasia will be considered null and void.

If this dog is found to be obese, or there is history or evidence of injury, malnutrition, extreme exercise or inappropriate lack of exercise, the warranty against Hip and Elbow Dysplasia will be considered void.

If the dog is diagnosed to have mild, moderate, or severe hip or elbow dysplasia by the Orthopedic Foundation For Animals prior to its 30<sup>th</sup> month of age, providing no condition of the warranty has been nullified, the Buyer will be refunded their purchase price, not including taxes, shipping/delivery fees, or veterinary costs. The written OFA report must be submitted to the Breeder within one month of diagnosis. The seller reserves the right to request additional X-rays. The Buyer understands that the Breeder has done testing to ensure that the dog will be sound but that there is no way to guarantee that dysplasia will not occur. This warranty is provided by the Breeder and the Buyer understands that the soundness of hips and elbows is more than just a combination of genetics but also is influenced by environmental factors such as body condition, nutrition, illness and injury.

#### WARRANT EXCLUSIONS:

1. All parts of this warranty will be considered null and void if this dog is bred.
2. Euthanasia of this dog prior to the written consent of the Breeder for the conditions named above (except in the case of an extreme emergency) will render this warranty void.
3. The Buyer MAY return the affected dog to the Breeder but is not required to do so to claim any part of the warranty.
4. The Breeder cannot be held liable for any genetic condition not named above. The Buyer understands that the Breeder takes all reasonable precautions to produce only healthy dogs but cannot guarantee that other types of illnesses will not present themselves.
5. The Breeder does not guarantee descended testicles, or ears that stand. Occasionally a puppy may need cryptorchid surgery (although this has never happened with any of our puppies to the date of this contract). Some puppies may need some assistance with getting ears to stand. We do not guarantee that they will stand, however, if your puppy's ears are not standing by 5 ½ months, please get in touch with me and I can provide some assistance with correcting the ear\ears. If you wait beyond the 5 ½ months, your puppy's ears may never stand. DON'T WAIT!

6. The Breeder is not responsible for any behaviour, lack of training, neglect, abuse, or failing to train the dog/puppy properly after the puppy leaves the Straza Cosy S property.
7. The Breeder is not responsible for any expenses incurred by the Buyer for the puppy after the date of sale. **The Buyer takes full responsibility for the puppy upon signing of this contract.** All future costs regarding this puppy are transferred from Straza Cosy S to the Buyer on the date this contract is signed. These include but are not limited to veterinarian care, training costs, boarding fees, dog food, chiropractic work, and show fees.

The Buyer agrees to notify the Breeder of any illness or injury (occurring at any time throughout the life of the dog) suspected of being hereditary in nature. Such information is required in order to reduce or eliminate problems in the Breeder's future litters. No warranty shall apply to conditions not named above.

#### BREEDING

This dog is sold on a Canadian Kennel Club non-breeding agreement.

**PENALTIES:** If this dog is found to have been bred either accidentally or intentionally, the Buyer will be fined \$5000 payable immediately to the Breeder for each act of breach of contract.

The Contract falls under the jurisdiction of the city of Hythe, Alberta, Canada.

This contract was signed on the Date of: \_\_\_\_\_

By the following parties: \_\_\_\_\_

Buyer's Full Name: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_

Name of Breeder: Straza Cosy S

Breeder's Signature: \_\_\_\_\_