

# Sales/Adoption contract – Shiba Quebec

## Seller/breeder

Shiba Quebec

## Buyer:

Name:

Address:

Tel:

Email:

## **Puppy Description:**

Breed: Shiba Inu Gender:  Male /  Female Sterilization: Mandatory / done by buyer Microchip:

Sir: \_\_\_\_\_ Dam: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Departure: \_\_\_\_\_

**Price:**        \$    File opening fee of        \$ paid on        Balance payable at puppy departure.

In the event of cancellation, the file opening fee of \$        (included in the total price) is non-refundable.

Buyer: \_\_\_\_\_ Breeder: \_\_\_\_\_ Signed in : Saint-Raphael        Date :

## **Terms of contract and warranty**

The breeder guarantees that the puppy is a Shiba Inu breed and will be registered with the Canadian Kennel Club. The puppy is sold as a pet. The breeder guarantees that this animal has no genetic defects and no congenital diseases and this guarantee is valid for a period of TWO (2) years including the following cases: severe dysplasia of the hips and elbows, severe dislocation of the kneecaps (must not be due to injury), severe heart, liver and kidney disease. For the guarantee to apply, it is therefore necessary that the disease seriously affects the life of the animal or if the puppy would die naturally and was diagnosed by a veterinarian with a congenital defect that caused death during this period, it will be replaced by a puppy of equal value. If the buyer refuses the replacement puppy, then the seller will reimburse 50% of the purchase price, less medical expenses already authorized. The buyer can keep the 1st puppy if he can demonstrate that he can give him the necessary care. No compensation will be made for processing costs by the seller unless previously authorized by the breeder. In the event of death, an autopsy conducted by the St-Hyacinthe Veterinary Hospital is required and the costs will be borne by the purchaser. This autopsy must clearly specify the cause of death. The animal must be clearly identified with its microchip number. The puppy will receive a guarantee of FOURTEEN (14) days after leaving the kennel regarding viral diseases. The puppy must be diagnosed by a licensed veterinarian within FOURTEEN (14) days in order to validate this warranty (at the buyer's expense) and notify the seller as soon as it becomes aware. If a viral disease is so diagnosed, the breeder agrees to reimburse up to a maximum of \$ 750. The fees must be previously authorized by the breeder. In the event of death, the previous clauses will apply (autopsy by the St-Hyacinthe Veterinary Hospital). Proof of vaccination of other pets in the household may be required to validate this warranty and it may be void if they do not have their vaccines up to date. The buyer agrees to provide all the required care to the puppy and not to change food during the warranty period. If the seller is unable to deliver a puppy (eg accidental death), the buyer may choose another puppy or have his deposit refunded. In the event of a lawsuit, a lawsuit or any claim in Court, this action must take place in the judicial district of Quebec. The warranty is not transferable. If the buyer no longer wants to keep his dog, he has an obligation to contact the breeder with a right of first refusal and he can help find a family to the dog.

## **At puppy departure**

The breeder will deliver the animal in good health with his current vaccination record. The breeder will vaccinate and deworm the puppy before delivery and the buyer will be responsible for continuing the vaccination and vermifuge as recommended by his veterinarian thereafter. The buyer agrees to sterilize the puppy and not to reproduce. Sterilization is required, among other things, for health and behavioral reasons. At delivery, a non-reproduction agreement is mandatory in order to validate this contract. Registration documents will be issued upon receipt of proof of sterilization by the buyer's veterinarian, which must include the microchip number.

I accept the terms of this agreement and I agree to abide by it.

Buyer: \_\_\_\_\_ Breeder: \_\_\_\_\_ Date: \_\_\_\_\_

## **Non-Breeding Agreement:**

At the time of taking possession of the puppy, the buyer agrees to the following terms: The dog will not be used for breeding purposes, neither by him nor by any other person. If he sells or sells the dog afterwards, he undertakes to require the new owner to sign an agreement identical to this one, and he will immediately send it to the breeder. In addition, the buyer acknowledges that if the dog is used for breeding purposes, either accidentally or deliberately, thus going against the non-breeding commitment:

(a) No offspring of the dog will be eligible for registration in the Canadian Kennel Club or AKC (American Kennel Club) registers; (b) Such offspring cannot be represented as purebred; (c) Anyone who sells such offspring will be found guilty of violating the Animal Pedigree Act; and (d) The buyer will have to pay a fee of \$ 8000.00 per acquired dog that will be required by the breeder to the buyer as a penalty, which penalty, the buyer agrees to pay and he will pay it to the breeder.

If the dog is subsequently sold by the aforementioned buyer, the seller hereby asserts his right to require that his authorization be requested before canceling this agreement.

Buyer: \_\_\_\_\_ Breeder: \_\_\_\_\_ Date: \_\_\_\_\_

**Adoption application form – Shiba Quebec:**

Comments from the breeder: (if any)

Initial of the buyer: \_\_\_\_\_