

Prairiestorm Kennels Agreement for Sale

Prairiestorm Kennels (hereafter known as the "Seller") and _____ (hereafter known as the "Buyer(s)") enter into this sales agreement for a Brittany Spaniel on Date _____.

Born: _____ Sex: _____ Colour: _____

Dam: _____ Sire: _____

1. It is agreed upon by the involved parties that the ownership of the described dog with Tattoo/Microchip # _____ will be transferred to the Buyer(s) for the purchase price of _____. A deposit of _____ was made on Date _____ with the balance of _____ plus _____ GST being paid on Date _____. Shipping charges of _____ are also due before the dog leaves the possession of the Seller.
2. The Seller guarantees that this dog is a purebred Brittany Spaniel and will be registered with the Canadian Kennel Club and registration forwarded to the Buyer(s) within 6 months from the date of purchase.
3. The above dog has had its tail docked, dewclaws removed, has been microchipped, will be accompanied by a vet health certificate, and come with a health record with deworming and vaccination information noted.
4. The health of the dog is excellent to the Seller's knowledge and a Veterinary Health Certificate has been provided for the puppy. Any minor health issues will be disclosed in writing prior to the sale of the puppy. The Buyer has 3 days in which to take this dog to their veterinarian to be examined for any health problems. If a problem that can not be rectified is found, the Buyer(s) may return or ship the dog (at their own expense) with any papers provided with the sale back to us for a replacement puppy, if available, or a full money refund. Any veterinary fees incurred are the responsibility of the Buyer(s). A written statement from the Buyer(s) veterinarian stating the problem or health condition found must accompany the puppy upon its return. The Buyer(s) is not obligated to have the puppy examined by their Veterinarian upon purchase. Any health defects that occur after the 3 days are not covered by this part of the guarantee unless agreed upon in writing by Prairiestorm Kennels and no money will be refunded. Should health defects arise after the 3 days the Seller will review the Veterinarian's report and a replacement puppy from a future litter may be offered at the discretion of the Seller.
5. The puppy must carry the Prairiestorm name at the beginning of its registered name.
Prairiestorm _____
6. Hip Guarantee: Buyer(s) have until the age of 30 months in which to have this dog's hips OFA certified. Dogs unable to obtain an OFA rating of Normal (Fair-Excellent) will be covered by this guarantee. The xrays must have been submitted to OFA for rating and a copy of the OFA report send to Prairiestorm Kennels in order for the guarantee to be honored. Dogs over 30 months of age are not covered by this part of the guarantee nor are any dogs that have been used for breeding prior to OFA certification. No refund will be given for dogs unable to obtain an OFA rating due to injury, lack of exercise, nutritional deficiency, or obesity. Seller reserves the right to have the dog checked by an independent Veterinarian to determine the condition of the dog. The purchase price will not be refunded and no money will be given towards vet bills. Dogs with hip dysplasia will be treated as follows.
 - a) The dog may be euthanised with the agreement in writing of Prairiestorm Kennels. A letter from the vet must be sent to Prairiestorm Kennels.
 - b) The dog may be neutered or spayed and a certificate from the vet sent to Prairiestorm Kennels. The dog may then be kept as a pet.
 - c) The dog may be returned to Prairiestorm Kennels.
 - d) Return of defective dog, spay/neuter, euthanasia, and any vet costs are the responsibility of the Buyer(s). Any returned animals must be in good health and condition (other than the specified problem). All shipping is the responsibility of the Buyer(s).

The Buyer(s) must select a replacement puppy within 12 months of reporting any defect unless agreed

Buyer's initials

upon in writing by Prairiestorm Kennels. The pup will be of comparable bloodlines, color, and sex. It is understood that any replacement may not be from the same Dam and Sire. Should the purchase price of the new puppy exceed the price that was originally paid for the puppy the Buyer(s) agree to pay the difference.

7. Elbow Guarantee: Buyer(s) have until the age of 30 months in which to have this dog's Elbows OFA certified. Dogs unable to obtain an OFA rating of Normal are covered by this guarantee. The xrays must have been submitted to OFA for rating and a copy of the OFA report send to Prairiestorm Kennels in order for the guarantee to be honored. Dogs over 30 months of age are not covered by this part of the guarantee nor are any dogs that have been used for breeding prior to OFA certification. No refund will be given for dogs unable to obtain an OFA rating due to injury, lack of exercise, nutritional deficiency, or obesity. Seller reserves the right to have the dog checked by an independent Veterinarian to determine the condition of the dog. The purchase price will not be refunded and no money will be given towards vet bills. Dogs with elbow dysplasia will be treated as follows.

- a) The dog may be euthanised with the agreement in writing of Prairiestorm Kennels. A letter from the vet must be sent to Prairiestorm Kennels.
- b) The dog may be neutered or spayed and a certificate from the vet sent to Prairiestorm Kennels. The dog may then be kept as a pet.
- c) The dog may be returned to Prairiestorm Kennels.
- d) Return of defective dog, spay/neuter, euthanasia, and any vet costs are the responsibility of the Buyer(s). Any returned animals must be in good health and condition (other than the specified problem). All shipping is the responsibility of the Buyer(s).

The Buyer(s) must select a replacement puppy within 12 months of reporting any defect unless agreed upon in writing by Prairiestorm Kennels. The pup will be of comparable bloodlines, color, and sex. It is understood that any replacement may not be from the same Dam and Sire. Should the purchase price of the new puppy exceed the price that was originally paid for the puppy the Buyer(s) agree to pay the difference.

8. Eye Guarantee: Buyer(s) have until the age of 30 months in which to have this dog's eyes examined. This must be done by a Certified Veterinary Ophthalmologist. Prairiestorm Kennels must be provided with the exam result and a letter from the veterinarian stating that the eye problem is definitely of a hereditary nature, and not due to illness or injury. Only dogs who are unable to obtain a CERF number are covered by this guarantee. This guarantee does not cover conditions that are listed as Breeders Option Diagnosis as these dogs are still able to obtain a CERF number. The CERF report must be presented to Prairiestorm Kennels along with the above mentioned vet letter in order for the guarantee to be honored. The purchase price will not be refunded and no money will be given towards vet bills. Dogs with eye conditions will be treated as follows.

- a. The dog may be euthanised with the agreement in writing of Prairiestorm Kennels. A letter from the vet must be sent to Prairiestorm Kennels.
- b. The dog may be neutered or spayed and a certificate from the vet sent to Prairiestorm Kennels. The dog may then be kept as a pet.
- c. The dog may be returned to Prairiestorm Kennels.
- d. Return of defective dog, spay/neuter, euthanasia, and any vet costs are the responsibility of the Buyer(s). Any returned animals must be in good health and condition (other than the specified problem). All shipping is the responsibility of the Buyer(s).

The Buyer(s) must select a replacement puppy within 12 months of reporting any defect unless agreed upon in writing by Prairiestorm Kennels. The pup will be of comparable bloodlines, color, and sex. It is understood that any replacement may not be from the same Dam and Sire. Should the purchase price of the new puppy exceed the price that was originally paid for the puppy the Buyer(s) agree to pay the difference.

9. Other Genetic Defects: The dog must show any such defect by 12 months of age. Prairiestorm Kennels must be notified in writing at the onset of the problem, accompanied by a letter from the examining vet. Any physical problems must be determined positively to be genetic in nature and not the result of injury, or poor care, in order to

Buyer's initials

qualify for replacement. This guarantee does not cover allergies. This guarantee also does not cover Crypt-Orchids(unless the puppy was purchased specifically for breeding purposes and has a guarantee in writing to his affect at the time of sale in which case the original puppy with Crypt-Orchid must be returned prior to a replacement puppy being offered) The condition much be such that the dog's quality of life would be greatly affected resulting either in medication being required for the remainder of the dogs life, intense surgery or the dog required to be euthanized for humane reasons. This guarantee is meant to cover such conditions such as Exercise Induced Collapse, Shoulder Dysplasia, Heart conditions or Epilepsy. Other conditions will be considered on a case by case basis. Dogs with such defect as determined above must be returned at the owner's expense unless agreed upon in writing by Prairiestorm Kennels. The purchase price will not be refunded and no money will be given towards vet bills .The animal will then be replaced as provided below.

The Buyer(s) must select a replacement puppy within 12 months of reporting any defect unless agreed upon in writing by Prairiestorm Kennels. The pup will be of comparable bloodlines, color, and sex. It is understood that any replacement may not be from the same Dam and Sire. Should the purchase price of the new puppy exceed the price that was originally paid for the puppy the Buyer(s) agree to pay the difference.

10. This animal is being sold on a CKC non-breeding agreement, unless indicated in writing. The non-breeding contract can be lifted by filling out the appropriate paperwork through the CKC if the Buyer(s) obtain an OFA hip rating of normal (fair-excellent) on the dog after the required 24 months of age and a CERF eye clearance of normal. In addition the dog must be titled prior to the removal of the nonbreeding contract. The minimum requirements are either a conformation CH or a field title of FDJ or higher. The Buyer(s) is responsible for the fees charged by the CKC in order to remove the non-breeding contract. There are no additional fees payable to the Seller. The dog MUST only be bred to other CKC or AKC registered dogs who have health certifications done and all pups resulting from the breeding MUST be CKC registered and sold on nonbreeding contracts(unless you are keeping a puppy for your own). You will be required to sign a contract agreeing to the above conditions before the nonbreeding contract will be lifted.
11. Buyer(s) agree that if , for any reason they must dispose of or rehome this dog, they will notify the Seller before taking such action as to give the Seller the option to get the dog back or work with you to find a new home. Under no circumstances will the Buyer sell or rehome the dog without authorization from the Seller. No money will be refunded but we will make sure to find a great home for the dog. Should we approve you transferring the dog to a new owner directly the Buyer(s) agrees to notify Prairiestorm Kennels of any new owner's name, address, and phone number, so that the Seller always knows where the dog is and who owns the dog. All CKC paperwork must be signed over to the Seller or agreed upon new owner and all vet records provided for the dog.
12. The dog must still be owned by the original Buyer(s) or all guarantees in this contract are void unless otherwise agreed upon in writing by Prairiestorm Kennels.
13. **I will send a signed copy of this guarantee as well as the signed non-breeding contracts to Prairiestorm Kennels no later than 30 days after receiving the pup. I understand that the replacement puppy part of our of guarantee is null and void unless the above provision is adhered to. Should Prairiestorm Kennels not receive the completed paperwork within 30 days the Buyer(s) will also be required to pay \$50 for the increased costs the CKC charges to register the puppy after this time. Failure to send the signed contracts back will result in the Buyer(s) agreeing in full to the contract as above, even without having signed them. People who have picked up their puppy in person or who have mailed us the signed papers prior to having your puppy shipped have already signed a copy of this agreement and there is no need to mail us another copy.**

Buyer's initials

I have read this guarantee in full and understand its content. I agree to abide by the terms as set forth in this guarantee.

Name(s)	
Address	
Phone Number(s)	
E-mail Address(es)	
Buyer #1 Signature	
Buyer #2 Signature	

Prairiestorm Kennels Signature _____
Danielle Greanya

Prairiestorm Kennels Signature _____
Sean Hemmingsen

Prairiestorm Kennels
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Buyer's initials