



**MAURO MILA, CITYWIDE GERMAN SHEPHERDS
Kettleby, ON, (30 min North of Toronto)**

Phone Number: 416-565-6507

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NON-BREEDING SALES CONTRACT

GERMAN SHEPHERD:

MALE: _____ **FEMALE:** _____ **CALL NAME:** _____

REGISTERED NAME OF DOG: _____

COLOUR: _____ **DATE OF BIRTH OF DOG:** _____

LITTER REGISTRATION # _____ **YES** _____ **NO** _____

C.K.C. # _____

MICROCHIP # _____

SIRE NAME AND REGISTRATION _____

DAME NAME AND REGISTRATION

_____

AND; WHEREAS (Buyer) _____

(PRINT NAME)

Hereinafter called the Buyer is desirous of purchasing the animal described above; for the sum of

S _____ **. DEPOSIT RECIEVED \$** _____ **DATE:** _____

BALANCE DUE WHEN THE PUPPY GOES HOME: \$ _____ **DATE:** _____

ALL SALES ARE FINAL

Definition: Date of Purchase means the day when the first deposit on dog is received and cashed. Date of ownership means the day when the purchaser picks the dog up from the vendor,

Under the following warranties and conditions and no other warranties or conditions either expressed or implied.

1. **Registration:** That the above described dog is purebred and registered with the C.K.C. and the registration papers for the said dog will be forwarded to the Buyer within 180 days from the date of ownership of said dog.

2. **Illnesses:** Should you have proof that your German Shepherd dies or becomes crippled by distemper, or Parvovirus within the time the dog was protected by vaccination through us, return the C.K.C. papers with proof from a registered veterinarian of the illness, and we will replace the dog with a new puppy/dog of our choice at no charge from the first available litter thereafter. We reserve the right to have our own registered veterinarian provide an opinion regarding the dog's illness or cause of death. Should these opinions differ, the opinion of our veterinarian shall govern. We vaccinate our puppies with the current inoculations advised by the D.V.M. Our German Shepherd pups are C.K.C. registered, microchipped, have their first shots, and have been de-wormed.

3. **Your Guarantee when adopting a German Shepherd puppy:** All animals are warranted to be in good physical and mental health at the time of sale. Our puppies are guaranteed against terminal genetic diseases, for a period of 24 months from birth. In the event that the puppy is diagnosed with a terminal genetic disease, before the Purchaser makes any decision to euthanize the animal, the Vendor shall have the opportunity if he so wishes to have an independent veterinarian of his choice determine whether or not the animal is suffering from the terminal genetic disease. If the independent veterinarian retained by the Seller confirms this diagnosis, then the Purchaser may euthanize the dog at his own expense. In this case, the Vendor shall replace the dog with a new puppy/dog of the Vendor's choice at no charge from the first available litter thereafter. Under no circumstances whatsoever will the Vendor be responsible to reimburse the Purchaser for any veterinarian bills including the diagnosis of the terminal illness or the cost to euthanize the dog. This guarantee becomes null and void if a vet as designated by Citywide verifies that this dog was mistreated.

4. **Non-Breeding A Waiver:** Purchaser/owner provides personal guarantee that this animal will not be used for breeding purposes. All puppies are sold under a C.K.C. and non-breeding agreement. This agreement can be waived by vender only, if
 - A) The dog is at least 25 months of age, x-rayed and certified clear of hip dysplasia by the OFA.
 - B) The dog had been temperament tested, is sound, in good health and free of communicable diseases, hereditary faults standard for the German Shepherd.
 - C) The dog has finished as a champion in conformation or the dog is holding a working tide.

5. **Purchaser/Owner warrants:** The Purchaser/Owner is deemed to have been given advice by the vender to obtain proper pet medical insurance. Failure to do so is the fault of the Purchaser/Owner alone.

6. **Shelter:** Purchaser/Owner agrees that the puppy/dog will reside at the home of the Owner, to take good and reasonable care, feed and house dog properly, keep inoculations current, to keep dog contained in kennel runs or fenced yards of adequate height and security and NOT to tie out dog at all to run at large. No dog or puppy, which was purchased from us, can be held on a chain. An adequate quarter must be provided. (We, the vendor, reserve the right to inspect the condition of the dog at any time that our guarantee is in effect. Refusal to allow such inspection nullifies the warranty above.

7. If the Purchaser/Owner decides to sell or place the dog, the Seller will be advised immediately and will be given first opportunity to obtain the dog. The Purchaser/Owner will keep the Seller informed of any changes of address and phone number at all times.
8. Failure to comply with all aspects of this contract renders all guarantees null and void and seller has the unilateral right to assume ownership of the animal.
9. **BE IT KNOWN TO ALL PARTIES ENTERING INTO THIS CONTRACT THAT IT IS A LEGALLY BINDING DOCUMENT.** In the event of any breach of this agreement that cannot be resolved to sellers satisfaction, legal action will be pursued by the Sellers. Purchaser/Owners shall be accountable for all court costs and legal fees assumed by both parties in any claim resolved in accordance with the Vendor's claims. In the case of SPCA or other animal welfare agencies seizing the dog due to cruelty, neglect and abandonment, the Seller retains the right to reclaim dog to care for and rehabilitate.
10. **Return Policy** - Purchaser/Owner will be reimbursed 30% of the purchase price up to the age of 6 months old and 20% of the purchase price from 6 months old to 12 months old. Over 12 months old, the refund amount will be negotiated between the breeder and the purchaser/owner. In the event that the breeder cannot accommodate the return policy due to an abundance of puppy inventory, the purchaser/owner will have the right to personally rehome the puppy at his/her own expense given the breeder approves the proposed buyers.

LIMITATIONS AND DISCLAIMERS:

- A. This contract applies solely to the original puppy owner and is non-transferable. The Seller retains the right to refund the purchase price of the puppy in lieu of providing a replacement.
- B. Under no circumstances will the Seller be responsible for any type of veterinarian costs, tests, exams, medical treatments, medications or supplements. In addition, the Seller will not be responsible for any transportation charges of any kind at any time.
- C. If the Purchaser/Owner suspects that the dog possesses any problems, or health issues stated above and covered under this warranty, the Seller must be notified immediately.
- D. If the dog is bred before 24 months of age, either intended or accidental, all warranties are void.
- E. Replacement Agreement: In the event that a dog must be replaced, the Seller will replace the dog as soon as possible with a puppy of equal or greater value to the original dog at the time of the original purchase. Such puppy to be chosen at the sole discretion of the vendor. The animal to be replaced must be returned to the Seller and all replacements are final. The animal must be returned in good physical condition. have a complete and current veterinarian's health record and all registration paperwork showing proper transfer of ownership back to the Seller must be accompanied with the returned dog.
- F. If any provision of this agreement is or becomes void or unenforceable by force or operation of law. the other provisions shall remain valid and enforceable.
- G. All agreements made are contained in this contract. There are no additional agreements intended or implied. In the event of dispute. Ontario shall have jurisdiction.
- H. The Vendor has the express permission of the Purchaser/Owner to disclose information to third parties regarding the animal and/or the Purchaser/Owner, as the Vendor deems appropriate and necessary.

ALL SALES ARE FINAL

Wherefore the above named Seller and Buyer have executed the foregoing contract of sale at North York, Ontario;

DATE: _____

BUYER: (PLEASE PRINT): _____

SIGNATURE:

HOME ADDRESS:

EMAIL ADDRESS:

HOME PHONE #

CELL #

SELLER: MAURO MLA, CITYWIDE GERMAN SHEPHERDS

SIGNATURE:
