

**SNOWSTAR REG'D SAMOYEDS**

380 Green Road  
Bonshaw, PE C0A 1C0

**NON-BREEDING CONTRACT  
AND BILL OF SALE**

This Agreement is made and entered into between Margaret MacFadden of Snowstar Samoyeds, Bonshaw, PE Canada hereinafter known as the Breeder/Seller:

And:

(Hereafter known as the Buyers(s))

To be effective this day of     , 20xx

Tattoo #

Sire -

Dam -

Name of Dog:

Total purchase price of dog \$xxxxx - which includes a \$200.00 non-refundable deposit.

The Seller agrees to provide to the Buyer all CKC registration papers of the above noted dog when received from the Canadian Kennel Club.

Said Samoyed is guaranteed against crippling hip dysplasia that is apparent by the time the puppy is 18 months of age; any eye genetic or congenital defects (including PRA, hereditary or eye abnormalities) apparent by 18 months of age, which will adversely affect the life of the puppy.

***It is strongly suggested that neutering/spaying should not occur before 18 months of age due to hormonal changes necessary for bone development. In fact, spay/neutering before the age of 18 months will invalidate the replacement guarantee described in the following paragraph.***

Should said dog fail to meet the Replacement Conditions, outlined below, he/she shall be replaced with another dog of equal or greater value when another puppy becomes available (replacement is one time only).

This is a non-breeding agreement and failure to spay or neuter this dog or if dog has produced a litter of puppies this will be in breach of contract and the Buyer will be liable for damages in the amount of \$5,000. Any puppies resulting from a litter will belong to the Seller. Payment of these damages does not lift the non-breeding contract and the dog would still have to be altered at the earliest time.

**Buyer's initial** \_\_\_\_\_  
**Seller's initial** \_\_\_\_\_

Condition of Replacement:

1. Orthopaedic Foundation for Animals (OFFA) or radiographic by a certified radiologist veterinarian. This excludes dysplasia caused from accidents, falls, blows, excessive weight or excessive exercise. Determination to be on hips at 18 months of age. After such time Seller will not be obligated to honour guarantee.
2. Determination of hereditary eye problems eliminating dog from a breeding program (if sold as a show/breed potential), by a Veterinary Ophthalmologists (ACVO), a copy of report to be submitted to seller.
3. If Buyer is not satisfied with the quality of said dog, Buyer has the right to return said dog within 3 days from purchase for a full refund (excluding \$200 non-refundable deposit and cost of shipping) purchase price paid for dog only, no refund on shipping costs) or a replacement.

Buyer Agrees:

1. To take good and reasonable care, feed and house dog properly, keep vaccinations current, keep dog contained in kennel runs or fenced yard of adequate height and security and not allow running at large. Buyer also agrees that one basic-level obedience training course will be completed with said dog.
2. Buyer agrees that should it become necessary to sell or otherwise dispose of said dog Buyer will notify the Breeder before taking such action so that the said dog may at the Breeder's option, be repurchased by the Breeder at one-half the original purchase price to age 6 months (less non-refundable deposit and cost of shipping; as long as dog remains intact). If the dog is older than 6 months, no refund will be paid. The Seller will assist the Buyer in rehoming the dog if this is in the best interest of the dog.
3. Return of dog (Buyer incurs shipping costs). If dog is being sold as a show/breed potential then the Buyer may **NOT** neuter/spay or euthanize dog without first consulting with Seller and reaching a mutual agreement in writing.
4. To keep Breeder informed of any change of address and telephone numbers.
5. Failure to comply with all aspects of this contract renders all guarantees null and void and Breeders have the right to remove dog from the Buyer(s) home.

Buyer agrees that he/she is not acting as an agent in the purchase of the above-mentioned dog and that the Buyer will not sell this dog to any agent, pet store or guard dog business.

**Buyer's initial** \_\_\_\_\_  
**Seller's initial** \_\_\_\_\_

**BE IT KNOWN TO ALL PARTIES ENTERING INTO THIS CONTACT THAT THIS IS A LEGALLY BINDING DOCUMENT.**

**THIS CONTRACT IS GOVERNED BY THE LAWS OF PRINCE EDWARD ISLAND, CANADA**

In the event of any breach of the Agreement that cannot be resolved to the Seller's satisfaction, the Seller will pursue legal action. Buyer(s) shall be accountable for all court costs and legal fees assumed by both parties in a suit won by the Seller. In the case of SPCA or other animal welfare agencies seizing the dog due to cruelty, neglect, abandonment, the Seller retains the right to reclaim dog and rehabilitate it.

**ACCEPTANCE OF THIS AGREEMENT**

\_\_\_\_\_ **BUYER'S SIGNATURE**  
(xxxxxxxxxx)

\_\_\_\_\_ **SELLER'S SIGNATURE**  
(Margaret MacFadden)