



SWISSRIDGE™

PET SALES CONTRACT

This Agreement made this ___ day of _____, 20___ provides the terms for the buyer named below (referred to as “Buyer”) to purchase the pet described below (referred to as “Dog”) from SwissRidge Kennels Inc. (referred to as “Breeder”).

BREEDER				
Contact Person: Sherry Rupke		Street Address: 16195 12 th Concession		
E-mail: swissridgekennels@gmail.com				
Phone Number(s): 289-608-8164	City: Schomberg	Province: Ontario	Postal Code: L0G 1T0	
BUYER				
Name:		Street Address:		
E-mail:				
Phone Number(s):	City:	Province/State:	Postal/Zip Code:	
DESCRIPTION OF DOG				
Breed:	Parents of Litter:	Gender:	Date of Birth:	Microchip #:

SALE

- Price:** The Breeder agrees to sell and the Buyer agrees to purchase the Dog for a purchase price of \$_____.
- Reservation Fee:** The reservation fee of \$300.00 shall be paid to the Breeder on the day this Agreement is executed (if not already paid in advance) and will be applied to the purchase price on closing. In the event that the Buyer does not complete this transaction the reservation fee shall be forfeited to the Breeder in addition to any claim the Breeder may have for damages for breach of contract.
- Pick-up:** The Dog will be available for pick-up at the Breeder’s address described above (the “Breeder’s Site”), on _____, 20___ and shall be picked up by the Buyer on that date, unless an alternate date is agreed to in writing by the Breeder. In the event that the Buyer requests, and the Breeder agrees to assist in, delivery of the Dog, such delivery shall be by air-freight. The Breeder shall be entitled to charge a shipping fee of \$_____, which is payable in advance and is in addition to the purchase price. The “Pick-up Date” shall be the day the Dog is picked up from the Breeder’s Site or the day the Dog is placed in the hands of the shipper for delivery to the Buyer. Title of the animal changes hands upon departure from the Breeder’s place of business and

with it, risk of loss transfers to the buyer. It is the sole responsibility and expense of the Buyer to arrange for any and all approvals and documentation to export and/or ship the Dog to its final destination and the Buyer assumes all responsibility and liability for ensuring compliance with the laws of each and every jurisdiction through which the Dog is shipped, including the laws of the jurisdiction of the final destination of the Dog. For greater certainty, while the Breeder will assist in making shipment, no risk is assumed by the Breeder. Furthermore, any expenses related to shipment / delivery above and beyond the shipping fee charged by the Breeder, shall be the sole responsibility of the Buyer.

4. **Payment:** Payment of the purchase price, and any applicable shipping fee and/or training fee, must be made in full to the Breeder before the Buyer can take possession of the Dog.
5. **Ownership:** Legal ownership of the Dog shall transfer from the Breeder to the Buyer on the Pickup date, specifically when the Dog departs the Breeders place of business, provided payment has been received in full, as described above. When the Dog has left the Breeders place of business risk of loss transfers to the Buyer.

ACKNOWLEDGEMENTS AND OBLIGATIONS OF THE BUYER

6. **Spay / Neuter:** The Buyer agrees to have the Dog de-sexed between the ages of 12 and 18 months and to mail proof of spay / neuter to the Breeder. If the dog is spayed / neutered earlier than 12 months or later than 18 months the health warranty in clause 14 is void, unless written permission is given by the Breeder stating otherwise.
7. **Non-breeding:** The Buyer agrees to never breed the Dog. If the Dog is ever bred, in contravention of this Agreement, the Buyer agrees that a reasonable estimate of the loss associated with said breach is 10 times the purchase price of the Dog stated at paragraph 1 of the Agreement, and the Buyer shall remit that amount immediately to the Breeder, and in any event no less than 10 days after said breach. The Dog must also be spayed / neutered and proof of spay / neutered must be provided to the Breeder by a board-certified veterinarian within 2 months of said breach. The parties agree that the amount of ten times the purchase price is not a penalty but a reasonable estimation of the damages to the Breeder.
8. **Care of the Dog:** The Buyer shall:
 - a. take the Dog to a board-certified veterinarian (the "Buyer's Vet") within five (5) days of the Pick-up Date for a health inspection;
 - b. keep the Dog in a fenced yard or on a leash at all times, with the only exception being if the person has full off leash control and the Dog obeys all commands even under distraction;
 - c. maintain the Dog at a proper weight;
 - d. not over exercise the Dog, following the 5-minute rule as described in the 'puppy care package' which came with this contract, for the first 18 months of the Dog's life;
 - e. limit stair activity for the first 18 months of the Dog's life, and install "baby gates" at all stairways to control this risk;
 - f. not allow the Dog to jump on and off sofas or beds for the first 12 months of the Dog's life;
 - g. take the Dog to the Buyer's Vet at least once per year, for its annual check-up and vaccinations/shots/titers;
 - h. feed the Dog a high-quality food and provide it with daily vitamin supplements (e.g. Nuvet);
 - i. have the dog professionally groomed at least every 8 weeks;
 - j. follow all guidelines contained in the 'puppy care package' which the Buyer acknowledges she/he has reviewed; and
 - k. promptly inform the Breeder if the Buyer has any concerns about the health/temperament of the Dog.
9. **Restriction on Transfer of Ownership:** The Buyer acknowledges and agrees that the Dog shall not be sold or given away to anyone, including to a shelter. If for any reason the Buyer is unable to keep the Dog, the Buyer acknowledges and agrees that he/she must first contact the Breeder and offer to return the Dog to the Breeder. All shipping and transportation fees will be the Buyer's sole responsibility, as is responsibility and liability for conformance with all applicable laws during transport. In the Breeder's sole discretion, compensation up to half of the purchase price of the Dog stated in paragraph 1 of the Agreement may be reimbursed to the Buyer in the event of a return within two (2) weeks of the Pick-up Date. In the case of SPCA or other animal welfare agency seizing the Dog due to cruelty, neglect, or abandonment, the Buyer acknowledges and agrees that the Breeder retains the right to reclaim the Dog to care for and rehabilitate it.

10. **Use of Photographs and Communications:** The Buyer acknowledges, agrees and irrevocably grants to the Breeder and Sherry Rupke, and their agents, the right to use any and all photographs, emailed statements or statements made on Facebook or other social media pertaining to the Dog and/or the Breeder, for the purposes of advertisement on the Breeder's website(s), brochures, Instagram, Pinterest or for any other form of advertising the Breeder may choose at its sole discretion.
11. **Buyer's Contact Information:** The Buyer agrees to keep the Breeder advised of the Buyer's current address and phone number and will notify the Breeder within one (1) month of any change in address or phone number. The Breeder reserves the right to visit the Buyer and verify the condition of the Dog.

HEALTH WARRANTY AND APPLICABLE LIMITATIONS

12. **Pet Insurance:** The Breeder will supply a Trupanion health insurance form on how to apply for pet medical insurance. The Buyer agrees to obtain insurance through Trupanion within 24 hours of the Pick-up Date, and for a period of at least 30 days. There is no cost to the Buyer for the first 30 days of insurance. After the 30-day period, the Buyer shall continue to maintain pet insurance for the Dog (whether through Trupanion or a different company) or ensure that a funding plan is in place, to cover expenses in the event of illness or when medical attention is needed.
13. **Health at the Time of Purchase:** The Breeder warrants that the Dog will be in good health at the time of purchase in regards to any illnesses that could relate to the environment of the Breeder's kennel and will have received all relevant vaccines and deworming medication by the Pick-up Date. The Buyer acknowledges however that "good health" does not mean free from internal parasites as such ailments are common in puppies and may be present in the Dog despite the Breeder's best efforts to prevent these ailments. The Buyer shall ensure that the Dog is examined by the Buyer's Vet within the five (5) days following the Pick-up Date to confirm its health. If during this five (5) day period the Dog presents signs of illness which may have originated from the Breeder's kennel, the Buyer must inform the Breeder immediately. In the event of the failure of this warranty, and provided the Buyer supplies a note from the Buyer's Vet written within the five (5) day period confirming the Dog's condition and that it most likely originated from the Breeder's kennel, the Buyer agrees that its remedy will be limited to one of the following two options, to be selected by the Buyer by notice to the Breeder in writing:

Option 1: The Breeder shall replace the Dog free of charge with an 8 week old puppy of the same breed within 12 months of the return of the Dog. The Buyer has 10 days from the date of purchase to return the Dog to the Breeder. In such event, all shipping and transportation fees of the Dog (and the replacement dog) are the Buyer's sole responsibility, as is the responsibility and liability for conformance with all applicable laws during transport; or

Option 2: The Breeder will pay the deductible, if any, on the Buyer's behalf, directly to Trupanion, on account of any claim(s) put through Trupanion. In addition, in the event extended veterinary care is required as a direct result of the illness present and identified during the five (5) day period, the Breeder will compensate the Buyer in an amount up to a maximum of half of the purchase price of the Dog (before taxes) stated in paragraph 1 of the Agreement, for veterinary bills shown and provided to the Breeder, and after deducting the amount covered by pet insurance. This compensation is only available in relation to claim(s) submitted to Trupanion for illnesses that may have originated from the Breeder's kennel within the first five (5) day period, after the Pickup Date.

Except as specifically contained in paragraph 14, the Breeder shall not be responsible for any injuries, illnesses, or death occurring outside of the five (5) day period (other than the payments described in Option 2 above), or for any injuries, illnesses or death that are not related to the environment of the Breeder's kennel. The Buyer hereby gives the Breeder permission to speak directly to the Buyer's Vet about the condition of the Dog.

14. **Congenital or Hereditary Diseases:** The Breeder warrants that the Dog will be free of life threatening, genetic medical conditions and moderate to severe hip (grade 3, 4, 5, or 6) and elbow dysplasia, for the first **24** months of its life. The warranty is limited to life threatening genetic conditions that require ongoing veterinary treatment and congenital and hereditary dysplasia and does not apply in the following circumstances:
- a. the Dog is more than **24** months of age;
 - b. the Dog is not fed Royal Canin puppy food for: 12 months for mini and tiny sizes; 18 months for standard size. The Dog will NOT be fed any type of grain-free food. If you suspect your Dog does develop an allergy to the food, please contact us and we will suggest another brand;
 - c. the Dog is overweight at any time;

- d. the Dog is involved in a serious fall;
- e. the Dog is hit by an automobile or other mechanical object;
- f. the Dog is allowed excessive access to stairs or allowed to jump on and off furniture before 12 months of age;
- g. the Dog is given extensive exercise (i.e. more than the “5-minute rule” before 12 months of age);
- h. the Dog suffers any other physical injury;
- i. the dog has a genetic condition that is not life threatening; and/or
- j. the dog has a genetic condition that does not require ongoing medical treatment;

In the event of the failure of this warranty, and provided the Dog is determined to have a genetic, life threatening, medical condition or hip (grade 3, 4, 5 or 6) or elbow dysplasia by the Orthopedic Foundations for Animals (“OFA”) based on x-rays taken at or before **24** months of age and a note from the Buyer’s Vet is provided to the Breeder stating what the condition of the Dog is and that this condition is hereditary or congenital (and subject to the Breeder’s right to have the Dog re-examined by its own board certified veterinarian at the Breeder’s expense for the purposes of a second opinion), the Buyer agrees that its remedy will be limited to one of the following two options, to be selected by the Buyer by notice to the Breeder in writing:

Option 1: The Breeder shall replace the Dog free of charge with another dog of the same breed within 12 months of the return of the Dog, provided that the Dog is returned to the Breeder before the age of **27** months. In such event, all shipping and transportation fees of the Dog (and the replacement dog) are the Buyer’s sole responsibility, as is responsibility and liability for conformance with all applicable laws during transport; or

Option 2: The Breeder shall compensate the Buyer in the event extended veterinary care is required as a direct result of the aforementioned, OFA-confirmed hip (grade 3, 4, 5, or 6) or elbow dysplasia or a genetic, life threatening condition, in an amount up to a maximum of half of the purchase price (before taxes) of the Dog stated in paragraph 1 of the Agreement, for veterinary bills shown and provided to the Breeder, and after deducting the amount covered by pet insurance.

Notwithstanding the above, in the event that the second opinion does not confirm that the dysplasia is hereditary or congenital or the dog does now have a genetic, life threatening condition, the Breeder will have no obligation to replace the Dog or to compensate the Buyer for medical expenses or to make any other payment.

15. **Temperament:** The Breeder warrants that the Dog has a sound temperament that is typical of the breed, subject to the caveat that the Breeder will only be considered to have committed a breach of this warranty if three or more littermates share the same defects in temperament. In other words, if the defect is not shared between three or more littermates, it is deemed that the defect is the result of unsuitable handling practices or training by the Buyer. In the event of the failure of this warranty, the Buyer agrees to return the Dog. The Buyer also agrees that its remedy is limited to the Breeder replacing the Dog free of charge with another dog of the same breed within 12 months of the return of the Dog. All shipping and transportation fees of the Dog (and the replacement dog) are the Buyer’s sole responsibility, as is the responsibility and liability for conformance with all applicable laws during transport.
16. **Physical Characteristics:** The Buyer acknowledges that the Breeder does not warrant, represent or guarantee the colour of the Dog (and that in fact the Dog’s colour may change as it ages), the coat type or size of the Dog, or that the Dog will be non-shedding or hypoallergenic.
17. **Further Limitations on Warranties:** The above warranties are only applicable with respect to the Buyer. In addition, the aforementioned warranties shall be void in the following circumstances, with no replacement or compensation available: (a) the Buyer fails to have the Dog de-sexed as stipulated above, unless given written permission by the Breeder in advance; (b) the Dog is sold or given away; and/or (c) the Dog is put to sleep (euthanized) at the instruction of the Buyer, unless the Breeder has authorized the procedure in writing in advance. Other than as provided for in this Agreement, no further warranty is express or implied.

LIABILITY, RELEASE, WAIVER OF CLAIMS, AND INDEMNITY

18. **Liability of Buyer:** The Buyer acknowledges that he/she is solely responsible for any and all acts or behaviour of the Dog, including, without limitation, the cost of injuries to other persons or the cost of injury to other animals or damage to property. In no case shall the Breeder, its officers, directors, or employees in any way be liable or responsible. The Buyer acknowledges and understands that there are certain risks involved in pet ownership, training and care, including, but not limited to, pet fights, pet bites to humans and/or other pets and the transmission of disease. The Buyer assumes

all such risks, whether those risks are inherent or not and whether or not they are described above. With the Buyer's signature below, he/she understands the risks involved in purchasing the Dog and acknowledges and accepts exclusive and sole responsibility for all expenses and liability related to said Dog no matter the cause, except as otherwise set out herein.

19. **Release, Waiver of Claims, and Indemnity:** The Buyer, on behalf of his/her heirs, executors, administrators, successors, agents and assigns (collectively referred to as the "Releasor"), releases and forever discharges the Breeder, its officers, directors, agents, employees, members, shareholders, administrators, associated and related companies, successors and assigns (collectively referred to as the "Releasee") from any and all manner of damages, claims, losses, liabilities, costs or expenses, causes of action or suits, whatsoever in law or in equity (including, without limitation, legal fees and related costs) arising from or related to the Dog. The Releasor also agrees to waive any and all claims that he/she may have or may in the future have against the Releasee, and to release the Releasee from any and all liability for any loss, damage, expense or injury, including death, that the Releasor, or anyone having a relationship to the Releasor, may suffer, as a result of the Dog. This release extends to claims arising from any cause whatsoever, including negligence or gross negligence of the Releasee, breach of contract, breach of statutory duty or common law duty. Notwithstanding the above, nothing in the herein paragraph shall affect any mandatory rights afforded to the Releasor under the *Consumer Protection Act* that are, by virtue of that statute, incapable of being waived by the Releasor; any other applicable mandatory statutory protections that are incapable of being waived by the Releasor by virtue of said statutory language; or the Releasor's ability to enforce the herein Agreement. In addition, the Releasor covenants and agrees to indemnify and save harmless the Releasee from any and all manner of damages, claims, losses, liabilities, costs or expenses, causes of action or suits, whatsoever in law or in equity (including, without limitation, damage to property or personal injury, including death, and legal fees and related costs) arising from or related to the Dog.

GENERAL

20. **Assignment:** The Buyer shall not assign this Agreement nor any of its rights, interests or obligations under it without the prior written consent of the Breeder, which consent may be arbitrarily withheld.
21. **Enurement:** This Agreement shall enure to the benefit of and shall be binding on and enforceable by the Buyer and Breeder and, where the context so permits, their respective heirs, executors, representatives, successors and assigns.
22. **Waiver:** No waiver of any provision of this Agreement, including waiver of a breach of this Agreement, shall constitute a waiver of any other provision or breach of this Agreement unless expressly provided otherwise. No waiver shall be binding unless executed in writing.
23. **Time:** Time shall be of the essence of this Agreement and reference to days shall mean calendar days unless otherwise specified.
24. **Sections and Headings:** The division of this Agreement into articles, sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
25. **Entire Agreement:** This Agreement constitutes the entire agreement between the Breeder and the Buyer with respect to its subject-matter and supersedes all prior or other agreements, understandings, negotiations and discussions, whether written or oral, between the Breeder and the Buyer.
26. **Non-merger:** The representations, warranties, covenants and agreements contained in this Agreement shall survive and not merge on closing.
27. **Amendment:** This Agreement may only be changed by a document in writing signed by both the Breeder and Buyer.
28. **Disputes:** The Buyer hereby attorns to the exclusive jurisdiction of the Province of Ontario as the proper forum for the determination of any and all disputes arising hereunder.
29. **Severability:** In the event that any provision of this Agreement is deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
30. **Applicable Law:** This Agreement shall be interpreted in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
31. **Communications:** Unless otherwise set out in this Agreement, all communications with the Breeder may be made by phone (289-608-8164) or email (swissridgekennels@gmail.com).
32. **Execution of the Agreement:** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts together shall constitute one and the same

instrument. The signed Agreement may be delivered by electronic transmission, and when so delivered in that manner, shall be treated for all purposes as though it was an executed original.

33. **Taxes:** The parties agree that the Buyer shall be responsible for the payment of any and all applicable sales and value added taxes such as, but not limited to, the Harmonized Sales Tax if applicable.

By signing this Pet Sales Contract, the Buyer agrees that she/he has read and fully understands the contents of this Agreement, and agrees to its conditions.

DATED: _____

SWISSRIDGE KENNELS INC.

BREEDER

Per: Sherry Rupke

Title: Owner

BUYER