

## **Sharon Ladd**

Your interest in Portuguese Water Dogs has resulted in the purchase of the puppy detailed below. Because we feel strongly that this purchase is an important part of your life and the life of the dog which I have bred, I have prepared this agreement to formalize the understanding which we have reached with regard to this special animal.

### WITNESSETH;

This agreement of sale is between the seller Sharon Ladd of Port Colborne Kennels, 1266 Weaver Road, Port Colborne, ON L3K 5V5, 905-835-6806 and the Buyer:

Agrees to purchase from the Seller, a Portuguese Water Dog (hereby referred to as Subject Pup) described as follows: Microchip:

Coat Type:	Vaccination Status:
Colour:	Worming Status:
Sex:	Registered Name of Dam:
Date of Whelp:	Registered Name of Sire:
Sold as:	

### CONSIDERATION:

The buyer agrees to pay and the Seller agrees to accept as consideration for this transfer of ownership of the Subject Pup. Said consideration is to be paid as follows:

Buyer will receive the Subject Pup under an CKC NON BREEDING REGISTRATION

Seller will deliver to Buyer by regular mail, within 6 months of the date of sale the CKC non breeding Registration provided as follows. Seller will withhold the papers till proof of neuter or spay by certificate with microchip number, ownership and Veterinarian signature.

### WARRANTIES;

The Buyer acknowledges that the Seller has represented that the Seller is not engaged in the trade or business of professionally breeding Portuguese Water Dogs or any other recognized canine variety that the Seller is a fancier of Portuguese Water Dogs, and that the Subject of this agreement is the product of the Seller's responsible efforts to further, and to the extent known by the Seller, improve through responsible breeding practices the Portuguese Water Dog. Further, that the Seller has acted responsibly, made no unethical or inappropriate representations or statements, used no undue influence, made no any matter of fact to induce the Buyer to enter into this agreement. It is the sincere hope of the Seller, that the Seller can be of help and consultation, for no additional consideration, to the Buyer during the lifetime of the Subject. And as necessary, the Buyer will maintain contact with the Seller, providing at minimum, annual reports of the health, welfare, and the status of the Subject.

The Seller agrees to deliver the Subject to the Buyer under the warranties, representations, and conditions expressly outlined "herein", and no other warranties, representations, or conditions whether expressed or implied other than the following shall be considered as part of this agreement.

That the above-name Subject is a purebred Portuguese Water Dog with the Seller will register under a limited non breeding registration with the Canadian Kennel Club CKC at the Seller's expense.

The Buyer acknowledges that they have personally inspected the Subject, and that the Subject is fully satisfactory to them.



# www.portcolbornepwds.com



The Seller is aware of no physical illness or defect of the Subject. The Buyer has 24 hours to have the Subject inspected by a veterinarian with the privilege of returning the Subject within 48 hours to the Seller, if the Buyer's veterinarian certifies that the Subject is not physically healthy and sound and the Seller's veterinarian concurs with the diagnosis of the Buyer's veterinarian. All consideration paid directly to the Seller will be fully refunded. No refund will be made after this period except at the discretion of the Seller.

The Seller assumes no responsibility for the Subject after leaving the Seller's premises except as specifically detailed in this agreement. Any debilitating genetic health problems that may arise within the first two years I will replace with a new puppy. Any and all veterinarian bills are the sole responsibility of the buyer in case of such an event. The Seller has the right to reclaim the Subject dog subject to this agreement, and subject to the Sellers investigaion.

The Buyer agrees to make every reasonable effort to preserve and maintain the health and well-being of the Subject, including but not limited to proper feeding, sheltering, grooming, and training and will at all times exercise proper control. Also, the Buyer shall provide appropriate professional medical care including but not limited to, periodic inoculations and medication, as required for the Subject. The Buyer agrees that should they exhibit the subject, that they will advise the Seller of the success of the subject, and afford the Seller the opportunity to purchase photographs of the subject from any show where an award or ribbon is earned. The buyer will allow the Seller to use the aforementioned photograph in advertising placed by the Seller, so long as said advertising is truthful, and carries no misrepresentation of fact.

The Buyer understands that Portuguese Water Dogs require periodic grooming, not limited to bathing and clipping of coat, and is hereby committed to maintenance of the Subject to a reasonable level in accordance with the Subject's quality of life. The Buyer understands that the Subject is a "hair" coated variety of dog, which requires the combing of it's coat at a minimum of circumstances, and a haircut every six weeks or as necessary.

As the Seller cares for the Subject and desires to prevent the animal from falling into the hands of unscrupulous or uncaring people, the Seller requires that if the Buyer cannot keep the Subject for any reason, it be returned to the Seller with all CKC REGISTRATIONS papers. This does not mean that if you have family or a friend interested, that they cannot give that Subject a good home; it means that the transfer has to be done through the Seller, under the same terms and contract conditions that the Subject was originally purchased. If a suitable home is not available for the Subject, the Seller, will endeavor to place the Subject. Any funds in surplus after the deduction of the costs of placement (i.e. medical, boarding, training, costs of placement, etc.) will be refunded to the purchaser. UNDER NO CIRCUMSTANCES SHOULD THE BUYER ALLOW THE SUBJECT TO BE DESTROYED, ABANDONED, PLACED IN ANY MUNICIPAL OR PRIVATE DOG POUND, SHELTER OR **RESCUE ORGANIZATION, OR BE SOLD TO A RETAIL, OR WHOLESALE PET SHOP, OR PET FARM, OR** UTILIZED FOR SCIENTIFIC RESEARCH PURPOSES. The Buyer agrees to notify the Seller of any health problems, specifically of a chronic nature forthwith after discovering any medical problems.

This contract is intended for the protection and benefit of the Portuguese Water Dog Breed in general and this dog in particular.

This writing constitutes the entire agreement between the Seller and Buyer and may be modified only by written approval signed by the respective parties. The Seller has the right to reclaim the Subject dog subject to this agreement, and subject to the Sellers investigaion.

Signed in duplicated. As consented and agreed to this day.

Buyer	Date
Witness	
Seller	Date
Witness	

