

Knighterrant Mastiffs Sales Agreement

Dave and Joanne Swift

2661 Stagecoach Road, Osgoode, Ontario, K0A 2W0

613-821-6279 kmastiff@knighterrantmastiffs.com

WHEREAS KNIGHTERRANT MASTIFFS (OWNERS: DAVE & JOANNE SWIFT), HEREINAFTER CALLED THE "SELLER/VENDOR" ARE THE OWNERS OF A MASTIFF PUPPY DESCRIBED AS FOLLOWS:

REGISTERED (C.K.C.) NAME:

COLOUR: BRINDLE FAWN APRICOT

DATE OF BIRTH: _____

MICROCHIP NUMBER _____ C.K.C. REG. #

SEX: MALE FEMALE CONDITIONS: BREEDING NON-BREEDING

SIRE: _____ C.K.C. REG. # _____

DAM: _____ C.K.C. REG. # _____

WHEREAS

NAME _____

ADDRESS _____

CITY/PROVINCE/STATE _____

POSTAL CODE/ZIP CODE _____

PHONE NUMBER _____ EMAIL ADDRESS _____

HEREINAFTER CALLED THE "BUYER/PURCHASER(S)" AGREE TO THE FOLLOWING CONDITIONS SET FORTH TO PURCHASE THE ABOVE-MENTIONED MASTIFF:

1. IN CONSIDERATION OF THE SUM OF THREE THOUSAND TWO HUNDRED DOLLARS PLUS FOUR HUNDRED AND SIXTEEN HST (\$3200.00 + \$416 HST). THE "SELLER" CONVEYS THE ABOVE-DESCRIBED MASTIFF.

(Seller/Vendor) _____

(Purchaser/Buyer) _____

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2. YOUR VET MUST SEE THE ABOVE-MENTIONED MASTIFF WITHIN FIVE DAYS (5) OF DATE OF PURCHASE. SHOULD POOR HEALTH BE FOUND, THE MASTIFF MAY BE RETURNED, ALONG WITH A SIGNED LETTER FROM SAID VETERINARIAN AND THE FULL PURCHASE PRICE WILL BE REFUNDED. THE SELLER MUST BE CONTACTED WITHIN THE FIVE (5) DAY PERIOD SPECIFIED ABOVE, AFTER WHICH THE SELLER'S OBLIGATIONS ARE AS STATED WITHIN THE AGREEMENT.
3. THE BREEDER WARRANTS THAT THE MASTIFF IS IN EXCELLENT HEALTH BUT HAS NOT MADE AND DOES NOT MAKE ANY FURTHER WARRANTIES (EXCEPT AS CONTAINED WITHIN THE AGREEMENT) AS TO THE MASTIFF'S CONDITION OR POTENTIAL.
4. THE BREEDER'S KENNEL NAME (KNIGHTERRANT) MUST APPEAR ON THE MASTIFF'S REGISTRATION PAPERS AND IN ITS NAME.
5. IN THE EVENT THAT THE "BUYER/PURCHASER" CAN NO LONGER CARE FOR THE ENGLISH MASTIFF OR IF HE/SHE WISHES TO SELL THE ENGLISH MASTIFF, "TITLE" WILL NOT BE TRANSFERRED TO ANY PERSON OR ORGANIZATION, OTHER THAN THE "SELLER/VENDOR", WHETHER BY SALE, GIFT, LEASE OR OTHERWISE EXCEPT IN THE FOLLOWING MANNER:
 - a) THE ABOVE-NAMED DOG SHALL FIRST BE OFFERED TO THE "SELLER/VENDOR". THE SELLER/VENDOR WILL ENDEAVOUR TO FIND A NEW FOREVER HOME FOR THE DOG FOR THE HIGHEST AMOUNT OF MONEY POSSIBLE, NOT EXCEEDING THE ORIGINAL PRICE PAID BY THE BUYER/PURCHASER. THE NON-REFUNDABLE DEPOSIT WILL NOT BE RETURNED AS IT WILL BE REQUIRED FOR ADVERTISING AND CARE FOR THE RETURNED DOG.
 - b) NO MONEY WILL BE GIVEN TO THE BUYER/PURCHASER UNTIL THE DOG IS PLACED IN ITS NEW HOME SUCCESSFULLY FOR A 2 WEEK TRIAL PERIOD.
 - c) IF THE SELLOR/VENDOR CANNOT TAKE THE ABOVE-MENTIONED DOG BACK IT IS PREFERRABLE FOR THE BUYER/PURCHASER TO KEEP THE DOG UNTIL A NEW HOME IS FOUND FOR THE PUPPY WHICH WILL BE AS SOON AS POSSIBLE. THE SELLOR/VENDOR WITH USE ALL MEANS TO FIND A NEW HOME FOR THAT DOG.
 - d) IF THE BUYER/PURCHASER HAS SOMEONE INTERESTED IN THE DOG THEY MAY ENTER INTO AN

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AGREEMENT WITH THEM ONLY IF THE SELLOR/VENDOR AGREES, AND THEY WILL BE RESPONSIBLE TO TRANSFER THE TITLE OVER TO THAT NEW PARTY THEMSELVES AND PROVIDE THE NEW OWNER INFORMATION TO THE ORIGINAL SELLOR/VENDOR.

- e) IF THE BUYER/PURCHASER DOES NOT FOLLOW THE ABOVE STEPS THEY WILL BE FOUND IN BREACH OF CONTRACT AND A PENALTY OF \$15,000 WILL BE OWED THE SELLER/VENDOR.
6. THE ABOVE-MENTIONED MASTIFF IS A PUREBRED AND IS REGISTERED WITH THE C.K.C. AND THE PEDIGREE FURNISHED IS TRUE AND CORRECT TO THE BEST OF THE "SELLER/VENDOR'S" KNOWLEDGE.
7. THE ABOVE-MENTIONED MASTIFF IS GUARANTEED TO ONE (1) YEAR OF AGE AGAINST ANY CONGENITAL DEFECT THAT MAY ARISE CAUSING TERMINATION OF LIFE. THIS EXCLUDES INTERNAL AND EXTERNAL PARASITES, OR ANY ABNORMALITY NOT CONSISTENT WITH THE DEFINITION OF CONGENITAL DEFECT.
8. THE ABOVE-MENTIONED MASTIFF IS GUARANTEED AGAINST **CRIPPLING HIP DYSPLASIA**, AS CERTIFIED BY THE ORTHOPAEDIC FOUNDATION FOR ANIMALS (O.F.A) OR THE CANADIAN EQUIVALENT, AT THE AGE OF TWO (2) YEARS. IF THE SAID MASTIFF HAS BEEN DIAGNOSED AS HAVING CRIPPLING HIP DYSPLASIA, A COPY OF THE REPORT AND A SIGNED LETTER FROM A VET SHALL BE SENT TO THE "SELLER/VENDOR". THE "SELLER/VENDOR" SHALL OFFER A PUPPY AS REPLACEMENT. THE "BUYER/PURCHASER" SHALL RETAIN OWNERSHIP OF THE ORIGINAL MASTIFF; HOWEVER, THE REPLACEMENT PUPPY SHALL ONLY BE TRANSFERRED TO THE "BUYER/PURCHASER" UPON PROOF OF SPAYING/NEUTERING THE ORIGINAL MASTIFF (AS CERTIFIED BY A VET).

*Note: Due to new literature and Vet recommendations, the hip guarantee will be null and void if you spay or neuter your mastiff prior to 18 months old as their growth plates in the bones can take up to 18 months to close and require male or female hormones to close. Spaying or neutering too early may cause hip dysplasia, ligament issues, unstable bones in the legs, bone cancer and in females' urinary incontinence. *

I understand the change above for the health of my Mastiff _____ Initials
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9. THE "BUYER/PURCHASER AGREES TO TREAT THIS MASTIFF AS A HOUSEHOLD PET AND TO PROVIDE THE HIGHEST QUALITY CARE INCLUDING QUALITY FOOD, WATER, PROPER SHELTER FROM HEAT OR COLD, ACTIVE COMPANIONSHIP, APPROPRIATE EXERCISE, SOCIALIZATION, AND ROUTINE VETERINARY CARE WHENEVER NECESSARY INCLUDING YEARLY INNOCULATIONS.
10. THE "BUYER/PURCHASER" AGREES THAT THIS DOG WILL NEVER BE CHAINED OUTSIDE, TRAINED AS AN ATTACK/GUARD DOG OR ENDEAVOUR TO AGGRESSION TRAIN THIS DOG. THE MASTIFF WILL BE KEPT IN A FENCED YARD OR WILL BE ON A LEASH UNLESS UNDER DIRECT SUPERVISION OF THE "BUYER/PURCHASER". THE MASTIFF WILL NOT BE LEFT ALONE IN A YARD WITH A POOL THAT DOES NOT HAVE A SEPARATE FENCE AROUND THE POOL.
11. IF THE "BUYER/PURCHASER" WISHES TO BREED THE ABOVE-MENTIONED MASTIFF, THE FOLLOWING CONDITIONS MUST BE MET AND THEN THE BREEDER WILL AGREE TO LIFT THE NON-BREEDING AGREEMENT:

***THE PUREBRED ENGLISH MASTIFF MUST ONLY BE BRED TO OTHER PUREBRED ENGLISH MASTIFFS REGISTERED BY CKC OR AKC ETC. WITH ALL TESTING DONE. ***

- a. A bitch must not be bred until the age of 2 years to ensure she is mature enough both mentally and physically to have a healthy litter.
- b. The code of ethics of the Mastiff Club of America and Canadian Mastiff Clubs must be followed.
- c. The bitch should not be bred back-to-back unless only one puppy was sired or no pregnancy.
- d. At two (2) years of age the mastiff must be certified clear of HIP DYSPLASIA by the orthopedic foundation for Animals (OFA) PennHip. The breeder/vendor recommends PennHip as it provides the most information and can be done at 6 months or older.
- e. The elbows must be cleared by OFA Elbow of any abnormalities at the age of 18 months or over.
- f. The eyes must be certified clear by ophthalmic Vet (OFA EYES), this can be done at any age but must be repeated yearly.
- g. The heart must be certified clear by OFA Heart.

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There are no additional fees or monies owed to the breeder to switch to a breeding contract once the above conditions are met.

12. THE "BUYER/PURCHASER" AGREES TO AND UNDERSTANDS THE NEED **NOT TO OVER FEED THE PUPPY**. THE PUPPY SHOULD BE FED SUFFICIENT FOOD SO THAT ITS RIBS REMAIN VISIBLE AND CAN BE FELT. FAILURE TO FOLLOW THE RECOMMENDED FEEDING SCHEDULE/PLAN, WHICH RESULTS IN RAPID AND EXCESSIVE GROWTH, MAY RESULT IN HIP DYSPLASIA AND VOID THE WARRANTY GIVEN ABOVE.

13. IF THE "BUYER/PURCHASER" FAILS TO ADHERE TO THIS AGREEMENT THEN THE CONTRACT WILL BE DEEMED TO BE BREACHED AND A BREACH OF CONTRACT PENALTY OF \$15,000 (FIFTEEN THOUSAND) SHALL BE OWED TO THE BREEDER.

THIS CONTRACT IS NON-TRANSFERRABLE AND CONSTITUTES THE FULL AGREEMENT OF BOTH THE "SELLER/VENDOR" AND THE "BUYER/PURCHASER".

WITNESSED BY OUR HANDS AND SEALED THIS _____ DAY OF _____, 20__

(Seller/Vendor) _____

(Purchaser/Buyer) _____