

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,

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 (\$3200.00). THE "SELLER" CONVEYS THE ABOVE DESCRIBED MASTIFF.
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.

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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 MASTIFF OR IF HE/SHE WISHES TO SELL THE 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 ANIMAL SHALL FIRST BE OFFERED TO THE "SELLER/VENDOR" UNDER THE SAME CONDITIONS AND TERMS AS TO THE THIRD PARTY THE PRICE SHALL NOT EXCEED THE ORIGINAL PRICE AS SET FORTH BY THE "SELLER/VENDOR."
 - b) SHOULD THE "SELLER/VENDOR" DECLINE THE OFFER, THEN THE "BUYER/PURCHASER" AND THE THIRD PARTY WILL ENTER INTO THIS SAME AGREEMENT, WITH THE THIRD PARTY BECOMING THE "BUYER/PURCHASER" , EXCEPT THAT THE PURCHASE PRICE WILL BE AGREED UPON BETWEEN THE "BUYER/PURCHASER" AND THE THIRD PARTY, ONE COPY, SIGNED BY BOTH PARTIES, SHALL BE SENT TO THE BREEDER.
6. THE ABOVE MENTIONED MASTIFF IS A PUREBRED AND IS REGISTERED WITH THE C.KC. 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

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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

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:
 - a. At two (2) years of age the mastiff must be certified clear of HIP DYSPLASIA by the orthopedic foundation for Animals (OFA) or the

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Canadian equivalent (OVC) or via PennHip. The breeder/vendor recommends PennHip as it provides the most information and can be done at 6 months or older.

- b. The eyes must be certified clear by and ophthalmic Vet (CERF'd), this can be done at any age but must be repeated yearly.
- c. The owner is responsible for the cost of transferring the CKC certificate from NON-BREEDING to BREEDING.

There are no additional fees or moneys 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) _____