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Pet Boston Terrier Puppy Contract

This contract is between _____, hereafter referred to as the Seller and

_____, hereafter referred to as the Buyer.

In consideration of a purchase price of four thousand three hundred dollars (\$4300) *plus applicable taxes*, the Seller transfers in fee simple all rights, privileges and responsibilities associated with the ownership of a male/female Boston Terrier to the Buyer as of the date and time specified at the end of this document with the following conditions subsequent:

Call Name: _____

Colour: _____ Sex: _____

Microchip# _____

Litter Reg.#: _____ D.O.B: _____

Sire: _____

Sire's CKC Reg.#: _____

Dam: _____

Dam's CKC Reg.#: _____

***All fees must be paid in full upon leaving BEDFORD Reg'd with the puppy**

Buyer _____ Seller _____

I) Use of the Dog:

It is agreed between the Seller and the Buyer, that this dog is being acquired as a family companion dog and is not being purchased for resale, breeding or exclusively as a performance animal.

The Buyer agrees and understands that this contract strictly prohibits said dog from ever being bred and in addition to voiding this guarantee, it constitutes a Breach of Contract.

It is further agreed between the Seller and the Buyer that this guarantee is a "pet/companion dog" guarantee only and guarantees normal wear and tear of the dog's joints and ligaments on a day to day basis with normal activity as a *pet* and *companion only* and that nowhere does this guarantee cover/guarantee an "athlete's knees/hips/ligaments". Thus, it is agreed, that this dog will not participate in activities appropriate for the breed, age and size of the dog and will not participate in Agility, Flyball, or any other strenuous physical activity/sport (that would potentially harm/strain the joints and ligaments) before the dog is twenty four months of age, or this guarantee is **NULL AND VOID**.

The Buyer agrees to neuter/spay the puppy before it reaches **eight (8) months of age**. The Buyer agrees to supply the Seller with a licensed Veterinarian's Certificate of Spay/Neuter, or letter. If the Buyer fails to neuter/spay this puppy no later than eight (8) months of age and provide adequate proof to the Seller no later than nine (9) months of age, the guarantee becomes **NULL AND VOID** and the dog will remain in the Seller's name.

Adequate proof of Spay/Neuter is either a Certificate of Spay/Neuter or a Letter (typed on clinic letterhead) from a licensed Veterinarian and must state the owners' first and last name (as in the contract), the puppy/dog's name, D.O.B, sex, colouring/markings, breed, MICROCHIP#, date of spay/neuter and the clinic contact information, the Veterinarian's name (printed), credentials and signature. The microchip# must be in the Veterinary Clinic's computer system, so it can then be printed on the certificate. If a Certificate of Spay/Neuter is not possible, a certified Veterinarian's letter will be required. Handwritten certificates in any form (other than the Veterinarian's signature), will not be accepted, nor will any certificate without the puppy's microchip#, under any circumstances.

In the case of extenuating circumstances where the dog cannot, or should not be spayed/neutered at the agreed-upon time as outlined in this contract, the owner shall provide the breeder with a Veterinarian's letter on clinic overhead stating the reason and this shall include a probable time for which the procedure may be completed.

***A CKC Non-Breeding agreement must be signed in addition to this document**

(Buyer Initial)_____I acknowledge that I have read and fully understand the contents of section "I) Use of the Dog" in its entirety and agree to the terms, conditions, obligations and stipulations therein.

II) Health:

The Seller's puppies are produced from dogs exhibiting no genetic disorders and the bloodlines have undergone DNA and genetic testing. A licensed Veterinarian examines every puppy prior to being sold. Thus, the Seller guarantees the puppy to be healthy at the time of the sale, as also evidenced by a Certificate of Health,

Buyer_____ Seller_____

issued by a licensed Veterinarian. A record of all age appropriate core vaccinations, health certificate, de-worming and parasite control will be provided by the Seller.

All puppies are microchipped before leaving the premises. The purchased puppy/dog will need follow-up vaccinations (in addition to rabies), deworming and parasite prevention.

If the purchased pup acquires a life-threatening *infectious* disease within the ten day incubation period subsequent to leaving BEDFORD Reg'd and if the illness can be traced back to BEDFORD Reg'd within a reasonable likelihood (in the opinion of two licensed Veterinarians - one of whom is selected by the Seller), BEDFORD Reg'd will replace the pup, or at the Buyer's request, issue a full refund (upon return of the pup, if the illness wasn't fatal). A letter from the Buyer's Veterinarian must be submitted to the Seller upon return of the puppy/dog. If the illness was fatal, a post mortem must be conducted, at the Buyer's expense, to determine the cause of death and a letter from the Buyer's Veterinarian must be submitted to the Seller.

The Buyer is strictly prohibited from taking said puppy to any public place (even just carried) that dogs/puppies attend (pet stores, Veterinarians, groomers, training facilities, dog parks, etc.), during the 10 Day Incubation Period, otherwise, this clause/refund policy is NULL AND VOID. I further acknowledge that the Seller has recommended that I do not take said puppy to any public place that dogs attend until at least 7 days after said puppy receives their 12 week/second booster.

The Buyer fully understands and agrees that puppies carry parasites (roundworms, pinworms, hookworms, Coccidia, Giardia) and that said puppy has been treated for internal parasites and external parasites. The Buyer further understands that dewormers are not effective against the eggs or certain growth stages of internal parasites, that some parasites are brought on by stress and change in the environment/water (Coccidia & Giardia) and that the Buyer must continue to have the puppy/dog de-wormed as recommended by their Veterinarian (as necessary).

In the event of emergence of a life-threatening/quality of life congenital or genetic defect within **twelve (12) months** of the dog's life, determined by two qualified Veterinarians (one of whom selected by the Seller), BEDFORD Reg'd will replace the puppy (with a puppy of equal or lesser value), or refund seventy five percent (75%) of the purchase price, with the return of the puppy/dog to the Seller.

The Buyer is aware and agrees that this is a "return only" guarantee and that I must return the puppy/dog to the Seller in order to get a replacement or refund of any kind.

OPTIONAL EXTENSION ADDENDUM

Due to the varying kinds of food, treats and different environmental conditions the puppies come into contact with and the fact that all puppies have immune systems that take time to mature, we highly recommend NuVet Plus® immune system builder to help them maintain optimal health.

We're so confident that NuVet Plus will benefit your new puppy, that we will extend this guarantee until up to 24 months of age with the following conditions. To qualify for this guarantee extension, you must 1) give your new puppy NuVet Plus, using the manufacturer's recommended daily dosage, for the entire guarantee period (continuously) 2) Give your puppy NuJoint Plus, using the manufacturer's recommended daily dosage from the ages of 6 - 12 months of age continuously and 3) Carry/hold health insurance continuously during the entire guarantee period continuously. 4) Feed TLC Pet Food for the entire guarantee period continuously.

Buyer_____ Seller_____

*Failure to meet with all of these conditions makes this guarantee extension **null and void**. We also highly recommend that you continue to give your pet NuVet Plus beyond the guarantee period and NuJoint Plus in their senior years to promote optimal health for a lifetime.*

The Extension Guarantee is a "return and replacement only" guarantee and the Buyer must return the puppy/dog to the Seller, in order to receive a replacement puppy. There will be no financial compensation, or monies of any kind.

(Buyer Initial)_____I acknowledge that I have read and fully understand the contents of section "II) Health" in its entirety and agree to the terms, conditions, obligations and stipulations therein.

III) Registration:

The Seller certifies that the dog is eligible for registration under the Regulations of the Canadian Kennel Club as a purebred and will be registered to the Seller.

The transfer of ownership of the dog solely into the Buyer's name will only occur when adequate proof of spay/neuter has been submitted as per section I) Use of the Dog. Until proof of spay/neuter is submitted to the Seller, the puppy/dog will remain in the Seller's name. Failure to submit proof of spay/neuter by the specified time will void this guarantee.

If the Buyer chooses to have the dog transferred solely into their name, they are responsible for paying 100% of the cost that the Canadian Kennel Club (CKC) charges to do so. When submitting an application to CKC, there are time-limits to submit payment and failure to submit payment to the breeder in a timely fashion will result in the CKC canceling the transfer application.

(Buyer Initial)_____I acknowledge that I have read and fully understand the contents of section "III) Registration" in its entirety and agree to the terms, conditions, obligations and stipulations therein.

IV) Ownership Responsibilities:

a) This pup will reside and be kept inside the home. This pup will not be kept outside. Furthermore, this puppy will not be a kennel dog (to reside in a kennel, a confined structure, nor pen; on a permanent or semi-permanent basis). This dog will not be chained or tied, nor will it be let to roam at large (or walk in town without a leash), but shall be able to move freely about and exercise in a space appropriate for its breed. The buyer will provide this puppy with considerate companionship on a daily basis as a family member.

b) The Buyer must continue to feed the puppy/dog TLC Pet Food for the entire duration (continuously) of the guarantee period (until the dog is 12 months of age or 24 months of age for the optional guarantee) in order to maintain the Seller's genetic health guarantee, or this guarantee becomes null and void. If making a "claim" to the Seller, the Buyer must submit food receipts for the dog food purchased during the entire guarantee period continuously.

c) IF a legitimate/prescription Veterinary diet (i.e. can only be obtained from a Veterinarian) is required, the Buyer agrees that Veterinary documentation⁴ is required in order to maintain the genetic health guarantee.

d) The Seller cautions the Buyer of the risks of feeding "grain free" diets and the Buyer will accept any and all risks and full responsibility, for any and all effects of

Buyer_____ Seller_____

feeding this food to said dog's health and behaviour. Raw, grain free, vegetarian and poor quality, non-holistic diets (even if purchased at a Vet) are strictly prohibited and void this guarantee.

e) The Seller has informed the Buyer of the risks and side effects (seizures, etc.) of giving their puppy/dog Isoxazoline class drugs (Nexguard, Simpirica, Bravecto, etc.) for fleas, ticks and heartworm prevention, as stated/warned by the FDA. The Seller does not recommend or support the use of these products and has suggested alternative, effective products with a much higher safety rating.

f) The Seller has informed the Buyer of Boston Terriers' tendency to have an overgrowth of yeast in the body (yeast colonization) and "allergy type" symptoms (skin and gastrointestinal) as a result. Therefore, the Seller highly recommends that the Buyer provides their puppy/dog with high quality prebiotics, probiotics and omega fatty acids in addition to feeding TLC puppy/dog Food and NuVet Plus, for the duration of their life to maintain healthy skin, proper digestion and gastrointestinal functioning.

g) The Seller has informed the Buyer of the current holistic literature regarding the minimum duration of immunity for canine vaccines and has suggested vaccine titering in favor of automatic yearly vaccinations, to prevent potential adverse vaccine reactions, chronic lifelong health problems, diseases and cancer.

h) The Buyer must continue to give the puppy/dog NuVet Plus for the duration of the guarantee period (until the dog is 12 months of age or 24 months of age for the optional guarantee) in order to maintain the Seller's genetic health guarantee, or this guarantee becomes null and void.

i) While not a requirement (for the 12 month guarantee), the Seller has recommended that the Buyer also supplements their puppy's diet with NuJoint Plus from the ages of six months to 12 months of age, to support their puppy's growth and development and to prevent injury. The Seller recommends NuJoint Plus in senior dogs, as well as dogs in Agility, Flyball, etc.

j) The Buyer must continue health insurance for said puppy/dog for the duration of the guarantee period (until the dog is 12 months of age or 24 months of age for the optional guarantee) in order to maintain the Seller's genetic health guarantee, or this guarantee becomes null and void. In the event that the Buyer makes a "claim" to the Seller, the Buyer must submit proof of health insurance coverage during the guarantee period.

k) The Buyer agrees to provide the necessary routine health and medical care such as vaccinations (in addition to rabies), deworming, parasite control, nail clipping, ear cleaning and grooming.

l) The Buyer agrees to inform the Seller (and the Canadian Kennel Club) of any and all change(s) of address, as to where the dog will be living and to give the Seller access to the dog, at any time, for the duration of the dog's life.

m) **This puppy will be raised in a non-smoking home** and will be monitored with all children and animals to promote their safety. The Buyer agrees to keep the puppy/dog safe from all poisonous and harmful substances such as antifreeze, road salt, poisonous plants, chocolate, grapes, raisins, peach pits, onions, road salt, etc. and the Seller has provided a list of poisonous/toxic substances and household hazards.

Buyer_____ Seller_____

n) The Buyer agrees to NEVER leave the dog alone in a vehicle of any kind in the summer, winter, or in conditions of extreme weather.

o) In the event that the dog is to be boarded, the Buyer agrees to ensure that the dog is fully vaccinated prior to boarding and to take the dog to boarding facilities that require all vaccinations.

p) The Buyer acknowledges the Seller to be an expert in their breed/field and should issues or difficulties with their puppy/dog arise, they will contact the Seller promptly and will have regard to any advice and recommendations that the Seller/Seller's Veterinarian provides - including the return of the Puppy.

q) If (for whatever reason) the Buyer can not or does not wish to maintain custody of this Boston Terrier (at any time during its lifetime), ownership shall revert directly back to its Seller, including all CKC papers. At no time may this Boston Terrier be sold, given, or ownership transferred in any way, to a third party without expressed written, signed and notarized, agreement from the Seller and no other excuse shall be valid.

r) If this puppy/dog belongs to more than one person/party and there is a division of properties due to separation and/or divorce, the dog shall not be held in litigation and ownership shall revert directly back to the Seller, including all CKC papers.

s) The Buyer acknowledges and agrees that the return of a puppy/dog can be very emotional and difficult and should the Buyer return the dog (for any reason), the Buyer agrees that the Seller cannot be held liable/responsible in any way (financial or otherwise) for distress caused by the return of said puppy/dog.

t) Should at any time, this Boston Terrier be mistreated by reason of abuse or neglect in any way (care, lack of Veterinary treatment, etc.), the Seller reserves the right to take back immediate possession of the dog without reimbursement to the owner. Should this clause need to be enforced, the owner shall forfeit the dog's CKC registration papers to the Seller within 7 days of the Seller taking possession of the dog.

u) Should said puppy/dog ever go missing/become lost or stolen at any time during the puppy/dog's life, the Buyer agrees to contact the Seller IMMEDIATELY (within 24 hours), in an attempt to find said puppy/dog as soon as possible. The Buyer is aware that the first 24 hours of a search after a puppy/dog goes missing is *critical* to a dog returning home safely and dogs become less and less likely to be found after each passing hour they're missing. Unfortunately it's *highly unlikely* that a puppy/dog will be found after 24 hours of becoming lost/stolen.

v) The Buyer agrees to not criticize the Seller/Bedford Reg'd and/or any of its owners, associates or partners publicly (on public forums, blogs, social networks etc) at any time during, or subsequent to, the contract/guarantee period. The Buyer acknowledges that the Seller has offered their advice/support for the lifetime of their puppy/dog (in addition to having the support of their Veterinarian) and therefore agrees to not seek "breeder advice" on forums, blogs, community groups or any social media in such a way that brings a bad name/reputation or defamation to the Seller/Bedford Reg'd and/or any of its owners, associates or partners. If at any time the Buyer is found to be in default/breach of this agreement, this guarantee becomes null and void and the Seller reserves the right to legal action.

(Buyer Initial)_____I acknowledge that I have read and fully understand the contents of section "IV) Ownership Responsibilities" in its

Buyer_____ Seller_____

entirety and agree to the terms, conditions, obligations and stipulations therein.

¹This guarantee covers diseases 100% attributable to genetics with a direct genetic basis and a name. The Seller does not cover tendencies, symptoms, indirect health issues, or any disease, disorder, syndrome, etc. that is multifactorial, polygenetic, unknown, or potentially environmental in nature. Refunds will only be given for diseases serious enough to affect quality of life and require surgery and/or ongoing medical treatment (special/medical diets and supplements do not qualify/meet the criteria for medical treatment) for the duration of the dog's life.

²This guarantee is non-transferrable, absolutely limited to the purchase price and refunds/exchanges may take up to 12-18 months for a refund/exchange of any kind in any amount, to be issued. The seller does not pay, nor under any circumstances is the Seller liable for any of the Buyer's Veterinary bills.

³Seller does not guarantee coat colour (& texture), disposition, conformation, size, perfect bloodwork, or any "imperfection" or defect that doesn't affect quality of life. Due to the influence the environment (toxins, contaminants, owner imposed conditions and brachycephalic tendencies out of our control) has on the development of the following conditions/ailments, we do not guarantee for luxating patella(s), torn/injured ligaments/tendons (or any other kind of injury/accident), cherry eye(s), epilepsy, entropion, ectropion, dry eye/low tear production, pigmentary keratitis, allergies, colitis (and the result of), inflammatory bowel disease, stenotic nares, brachycephalic syndrome, dental occlusion, teeth extractions, elongated soft palate, dermatitis, growths, tumors, cysts, cancer (of an kind), autoimmune disorders, Myasthenia Gravis, Portal vein hypoplasia, internal & external parasites and Demodectic mange. These are examples of things not covered in our guarantee. This list is not exhaustive and exclusions are not limited to this list.

⁴Supporting documentation must be submitted no later than 30 days subsequent to making ANY claim and the owner must report the problem (if the Veterinarian says it's genetic and the fault of Bedford Reg'd) when symptoms first occur - within 48 hours of onset of symptoms or this guarantee may become null and void. In cases of ANY refund (full or replacement puppy) being issued to the Buyer, supporting documentation entails a typed letter from the Buyer's Veterinarian on clinic overhead (including address, phone number, fax number, date and the Veterinarians full name, credentials and signature), stating the puppy/dog's identification (D.O.B, sex, colouring, breed and microchip number), diagnosis (stating that the cause is definitely congenital/genetic in origin, the fault of our breeding and not due to an accident, injury of any kind, owner imposed conditions (participation in agility, flyball or any other sport, all other injuries, accidents, breeding, overworked/over-exercised puppy-hood, etc.), environment or any other possible cause) and prognosis (the disease is going to significantly affect his/her quality of life, require on-going medication and medical procedures, etc.). Only originally signed documents (not photocopies, faxes or emails) are acceptable. Veterinarian letters related to a claim, not received within 30 days of making said claim, would void this guarantee. The Seller reserves the right to deny the Buyer a replacement puppy and issue a refund instead.

⁵Shipping costs and risks will be borne by the Buyer and/or shipper (airline, etc.). The Seller can supply at the Buyer's expense, health certificate, shipping kennel and transportation to in order to facilitate delivery. The shipping kennel becomes the property of the Buyer. Refund or replacement of a puppy/dog does not include shipping or transportation costs. If a dog must be returned (for any reason), all shipping and transportation costs are at the expense of the Buyer (the shipping kennel then becomes the property of the Seller). The Seller reserves the right to determine when the puppy is ready (the age of the puppy) to be shipped.

⁶Transportation in return of the dog to the Seller shall be the responsibility of the Buyer. The Buyer agrees to help with the transportation in getting the dog back to the Seller.

⁷Should custody of the dog be in question, or in the case of the owner's demise, the Seller has the right to enforce "Right of Possession Agreement" and immediately assume legal ownership of the dog from any person, pound, shelter, or boarding facility where the dog may be placed (including all records and CKC registration papers). In the case of the Buyer's death, ownership will automatically revert to the breeder and is enforceable by law. No refund will be given to the Buyer's estate, family, etc.

⁸If said puppy/dog is returned to the Seller for *any* reason not related/attribution to this congenital/genetic health guarantee and the Seller offers a refund (as per the Seller's sole discretion), the Buyer understands and agrees that they *automatically* forfeit \$500 in allowable refunds, *regardless* of the duration of time that they had possession of said dog, in addition to deductions attributed to depreciation value of said dog (based on their age, etc.), as per the sole discretion of the Seller. Costs to the Buyer, for spaying/neutering, vaccines, medical procedures, training, etc. are considered a cost of pet ownership and will NOT be refunded/taken into account (in favour of the Buyer), in consideration of allowable refunds.

⁹NuVet Plus is America's premier pet immune system support supplement incorporating a precise formula of vitamins, minerals, enzymes, herbs and antioxidants that perform synergistically to bring together all of the vital ingredients required to maintain optimal health. NuVet Plus is made in the USA using natural, human grade ingredients that are formulated in an FDA registered pharmaceutical laboratory. Veterinarian recommended, NuVet Plus was designed for dogs at every life stage; from supporting a puppy's maturing immune system to helping to protect against issues later in life. For your convenience you may order by phone by calling 800-474-7044, using order code 81928 or online at www.nuvet.com/81928. NuVet products are not sold in stores.

V) Breach of Contract

In the event that litigation is commenced to enforce any of the terms of this Agreement, the Seller shall be entitled to the costs thereof, including reasonable Attorney's fees and expenses, plus ten thousand dollars (\$10,000.00) in liquidated damages for damages to the Seller's kennel name and reputation, the Seller's time, trouble and mental duress.

In the event that litigation is commenced by the Seller due to "breach of contract" committed by the Buyer, the Buyer shall forfeit any monetary refund due to the Buyer upon the court awarding return of the dog to the Seller.

In the event that the Buyer is found in "breach of contract" of ANY of the stated terms and provisions within this agreement, the Buyer is fully aware that the guarantee immediately becomes NULL AND VOID.

I/We the undersigned, have thoroughly read and understood the contents of the entirety of this contract, its provisions herein and that it's governed by the laws in Ontario, Canada. I/We do hereby acknowledge this to be a true and legally binding

Buyer_____ Seller_____

contract and by my/our signature(s) we do hereby agree and make absolute promise, to abide by its terms, conditions and Spay/Neuter provisions stated herein.

(Buyer initial)_____I agree that this contract only comes into effect once the Buyer takes physical possession of the puppy from the seller. I further agree that this contract can be canceled verbally by either the Buyer or the Seller prior to , or on **the date of adoption, which is:**

(Buyer initial)_____I agree that by electronically initialing, signing and submitting/sending back this contract, it is legally binding as of the time and date of its submission.

Seller: _____
Print

Seller: _____
Signature

Seller’s Address: _____
Seller’s Phone: **705-559-9896**
Seller’s Email: **info@bedfordkennel.ca**

Buyer(s): _____
Print

Buyer(s): _____
Signature(s)

Buyer’s Address: _____

Buyer’s Phone: _____

Buyer’s Email: _____