

Sales Agreement

SOLD UNDER THE FOLLOWING CONDITIONS:

POTENTIAL SHOW PROSPECT DOGS:

1. This dog will be sold on a non-breeding agreement and shall be registered as belonging to the above buyer(s). The non-breeding agreement will be lifted when the dog has obtained its championship, or when the new owner has made an honest effort to get the dog's championship, and had the dog's eyes and patellars certified and is in good mental and physical health. All guarantees will be cancelled if this dog has been bred before the above requirements are met.
2. If after two weeks of trial with the above dog, the buyer finds any reasons for not wanting to keep the dog, the full amount paid less \$200.00 will be reimburse to the buyer. However, the dog must be in the same mental and physical health conditions as when it was sold. In the case of any mishaps causing death, serious injuries, lost, illness or trauma during the trial period, the full original amount asked shall be paid to the breeder if the dog had not been paid in full at the time of the trial within 2 weeks. The cost of shipping the puppy back (if applicable), will be paid as well by the new owner(s). No refund will be made after this period.
3. At no time during this dog's life shall it be allowed to be bred without the cancellation of the non-breeding agreement. The reasons and circumstances of as why the above dog didn't obtain its championship will be carefully evaluated by the breeder and only then the non-breeding agreement may be lifted.
4. The breeder guarantees that this dog is free from any hereditary health defects that would render it unsuitable as a companion dog. If, at any time before the age of 2 years, this dog is found to be unsuitable due to a genetic disorder (must be able to be confirmed by the breeder's choice of veterinarian), the dog will be replaced at no cost (except shipping if required) to the owner.
5. If in this situation a male dog is sold, the breeder reserves the right to use the dog on his/her kennel-owned or co-owned female only at no cost to the breeder.
6. At present time this dog is thought to be a **"potential show or breeding prospect"** and therefore is expected to be of a quality worthy of exhibiting and or breeding. Should, in the opinion of the owner, this dog NOT turn out to be of show and or breeding quality, the breeder agrees to replace the puppy with a "potential show and or breeding prospect" at the earliest time possible, at no additional cost to the owner (except shipping). Should this be the case, the said dog will be returned to the breeder Transfer of ownership would take place immediately. If the dog is to remain with the owner as a pet, (without replacement at the owner's choice), the breeder shall reimburse the owner the difference between show and companion quality. (Companion price is: \$_____) If dog is to stays at the buyer's home and a replacement is made the cost of the replacement will become the price of a companion dog and the buyer agrees to have the first dog surgically altered at his or her expenses as soon as possible. The replacement dog would only take place after the original neuter or spay papers are sent to the breeder.

7. **A replacement dog will be null and void if the above dog has already been used for breeding.**
8. At no time is this dog or its progeny ever to be put into the care of a SPCA, Humane Society or other similar shelter, municipal/county pound, pet store, or broker for the purposes of adoption, resale, or other disposal. If the owner decides not to keep the dog when the decision is made to get a replacement, the above dog is to be returned to the breeder at no cost.
9. The owner agrees to keep this dog in proper show coat condition, have the baby teeth pulled (if necessary) before the age of 7 months old, to maintain the ears taping properly, and properly trained and socialized, until this dog attains an Official Championship. The breeder does not guarantee the ears to stand as it is understood that it becomes the buyer's responsibility after the dog leaves to have the ears properly taped until they stand on their own.
10. The buyer(s) understand and agree that he/she/they is/are under full financial obligation within the terms of this contract. If, during the period of payment (if applicable), this dog is exposed to any mishap, illness, negligence, killed, lost and never found, the buyer(s) is/are still obligated to pay for the full original amount agreed on at time of possession. The breeder retains the right, and, **the buyer(s) understand and agree that**, should this dog be mistreated in any provable way, abandoned, left at a Veterinarian's office unclaimed, a charge laid against the buyer by the SPCA, Humane Society, or any other legal body, City authority, etc, that this dog will immediately become the sole property of the breeder, and, **the buyer(s) understand and agree that**, by any of the above actions, they will automatically relinquish all rights on the above-named dog, and by signing this Contract, is giving The Canadian, American Kennel or any kennel Club that the dog may be registered with, the right to revert this animal to **the breeder's name solely at no cost**. If any monetary charges were pending by either any of the above mentioned institutes or authorities at the time that the breeder acquired the dog back, the buyer(s) would still be responsible to pay for these fees.
11. The buyer(s) also agrees that if any part of the payment (if applicable) is given as a check and proves un-cashable in any way, or if buyer(s) default on the payments that were scheduled at the time of purchase (if applicable), that the dog will immediately be returned to the breeder's possession and any money already paid is to be forfeited and shall not be returned.
12. **If at any time during the dog's life**, should the owner wish to sell, or dispose of any manner of the above dog, **the breeder will buy the dog back** for the amount of **\$1.00**. The owner(s) agrees to relinquish all rights on the dog and immediately will sign the dog's ownership back to the breeder.
13. Only under a Special Signed Agreement between the buyer(s) and co-owners (if applicable) and the breeder, would the above dog be resold/placed directly to another party via the owner(s). At this time the breeder would contact the new potential owner(s) for references and with the presenting of a copy of a new contract for reviewing and agreement to it. Under no circumstances the above dog should be transferred **before** the new potential owner(s) has agreed to obey by the stipulations of the contract. By receiving a copy of the signed contract the breeder would only then agree to lift his right to get the dog back under her name.

14. At no time during this dog's life shall it be allowed to be bred by another Chinese Crested, which is not registered with the Canadian, American or an officially recognized club of purebred dogs in the country it was purchased. No progeny resulting from breeding this dog shall ever be put into the care of the SPCA, Humane Society or other similar shelter, municipal/county pound, pet store, or pet broker for the purposes of adoption, resale, or other disposal. The owner agrees to sell or place and register all non-breeding progeny on an official non-breeding contract obtained from the Canadian Kennel Club (if resident from Canada) with the requirement that they be neutered or spayed at an appropriate age.
15. In the regrettable event of serious illness, death, or serious disability, which would render the above buyer not to be able to properly care for the dog, the breeder will be informed immediately. At time of purchase, family member(s) or a close friend will be made aware of this contract agreement. Should family member(s) not able to continue proper care for the above dog, the breeder will have the dog returned to the breeder's home. The breeder agrees to pay for the shipping. Family member will transfer the registration paper of the dog back to the breeder within 2 months. No refund will be returned to family member(s) or close friend(s). If this dog is co-owned the co-owner will then have the choice of taking the dog and care for the dog. If co-owner does not wish to care for the dog at that time, the co-owner agrees to transfer the registration paper of the dog back to the breeder's name with no refund.
16. This dog was sold with ___set(s) of shots or all its shots up to date and in good mental and physical health. A veterinarian examined this dog at an earlier age but the breeder is strongly recommending that the new owner(s) have the dog checked again by his/her/their own veterinarian within 7 days.

The owner understand that this dog should live for many years and undertakes to keep this dog in good care, healthy and sound.

*** This dog must also attend basic socialization classes.**

*****For all additional and or special clauses/agreements/recommendations:**

Any changes or additions that may occur with this contract are to be done by writing at the time of signing this agreement. Any parties (buyer(s) and breeder(s) involved will be required to initialize any of the changes/additions/recommendations and or special clauses. If more space is required, additional sheet(s) will be attached to both the buyer(s) and the breeder's copy. Both parties will also initialize any additional sheet(s).

***Signatures denote legal and binding agreement to preceding conditions of sale.**