

# **Cinnstar Retrievers**

## **Puppy Purchase Contract**

This contract is between Laura G. and Donald W. White, herein after referred to as "Sellers" and/or "Breeders" and \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ herein after referred to as "Buyer".

Acronyms: AKC refers to the American Kennel Club, NSDTR or Toller refers to the breed of dog known as the Nova Scotia Duck Tolling Retriever.

In consideration of payment in full of the purchase price of \_\_\_\_\_ dollars (USD) Breeders agree to transfer to the Buyer, subject to the terms and conditions contained in this contract, the ownership of one Male/Female Nova Scotia Duck Tolling Retriever puppy, herein after referred to as the "Puppy" (**regardless** of age), from the mating of the sire and dam identified below.

Sire: \_\_\_\_\_ AKC Number: \_\_\_\_\_

Dam: \_\_\_\_\_ AKC Number: \_\_\_\_\_

Tattoo/Microchip of Puppy \_\_\_\_\_ AKC Litter Number \_\_\_\_\_

Name of Puppy \_\_\_\_\_

### **Buyer's Acknowledgement:**

Buyer, by signing this contract, acknowledges that he/she is aware that there are health problems that are not uncommon to the Nova Scotia Duck Tolling Retriever breed. Some of these potential health problems are known to be genetic, some are believed to have some genetic predisposition, and the cause of others is unknown or is random in occurrence. Buyer further understands that with the exception of the genetic test for PRCD and CEA the technology does not exist to predetermine the genetic outcome of any breeding as respects to health, conformation, temperament or performance. Breeders have, to the best of their knowledge and ability, made a good faith effort to determine that the Puppy's dam is free of inherited genetic disease, and has obtained like information on the sire to the extent available, and has made this information available to the Buyer.

Notwithstanding the efforts of Breeders, Buyer understands and acknowledges that the Breeders cannot predetermine the outcome of the breeding and therefore makes NO assurances that the Puppy will be free of inherited genetic or other disease, or that the Puppy will meet Buyers expectations in respects to conformation, performance, or temperament.

Both the Sire and Dam of the Puppy will be tested for the PRCD and CEA gene in Tollers, or will be from a "Known Parentage Litter". Genetic status, while important is not the only criterion used in selecting mates.

**Breeding is an art, not a science.**

### **Pickup/Shipping**

1. As soon as reasonably possible after the Puppy is eleven weeks of age Breeders will make the Puppy available to be picked up by Buyer, or Breeder will ship the Puppy to Buyer by conveyance agreed to by Breeder and Buyer and at a time reasonably convenient to both. Buyer shall provide a shipping crate acceptable to the agreed conveyance, and Buyer shall be responsible for all shipping expenses. This includes the health certificate and crate necessary for shipping. Shipping expenses shall be paid in advance of shipping.
2. All puppies will be taken to a vet of the breeders choice for a complete physical, and receive a health certificate before release to the new owner. This is included in the price of the puppy.
3. Registration papers will not normally be shipped with the Puppy. Breeders will forward Registration papers to Buyer within 45 days of Buyers receipt of the Puppy given that the Buyer has provided to the Breeders the information necessary to complete the AKC Registration form.
3. A three-generation pedigree, copy of the AKC NSDTR Standard, and copies of the Sire and Dam's health related certificates will be sent with the AKC registration application if they have not been previously sent by email.

## **Puppy Health at Pickup/Shipping**

1. The puppy will be free of disease or injury prior to pickup/shipping, should the Puppy not be, Breeders will notify Buyer and pickup or shipping shall be delayed until any health problem is resolved.
2. If the Puppy is Potential Breeding/Performance quality from a PRA and/or CEA A to B (clear to carrier) litter, the Puppy will be genetically tested. This will be performed at the approximate age of 6 weeks. The Buyer shall be responsible for the cost of the test including a share of the veterinarian cost and shipping. Known parentage litters (A to A and A to C) the gene test will not be performed.
3. The Puppy will have a Combination shot of only Parvovirus and Distemper without Leptospirosis at 8.5, 11.5 weeks of age per Dr. Jean Dodds. It is recommended that the pup have one other vaccination after the pup is 16 weeks of age. It is strongly urged that the pup not be allowed where other dogs might have been before the pup has had its third vaccination.
4. The Puppy will be wormed as required.
6. The Puppy will be identified with a Tattoo or Microchip.
7. The Breeders dogs are on Heartworm preventative year around. This preventative prevents other internal parasites. Puppies are born worm free.
8. A Health Record of the Puppy's shot and worming record will be provided to the Buyers from the Breeder at or before delivery of the Puppy.
9. The Buyer shall take the Puppy to a veterinarian within 3 days of delivery of the pup.

## **Ownership of Puppy**

1. The Puppy shall be placed on an AKC co-ownership with the Breeder until such a time that the Breeder decides to transfer ownership solely to the Buyer.
2. Buyer agrees that Buyer SHALL NOT sell or advertise for sale, loan, destroy, or give the Puppy to any person or persons other then Breeders without consulting, and with **written** agreement of the Breeders first.
3. If at any time during the life of the Puppy, Buyer no longer desires to keep the Puppy, Buyer shall return the Puppy to the Breeders along with the Puppy's Registration signed by the Buyer transferring ownership back to the Breeders.
4. If the Buyer returns the Puppy to Sellers for any reason prior to the Puppy reaching six months of age the Breeders will refund the Full Purchase Price less shipping expenses to return the Puppy to the Breeder. Items 3-9 of the Health Warrantee shall be satisfied. The Puppy must not have been neglected or abuse as defined on the last page of this contract.
5. After the Puppy reaches six months of age, Sellers are no obligation to refund any portion of the Purchase Price except as provided under Health Warranty below. The Puppy must not have been neglected or abuse as defined on the last page of this contract.

## **Registration and Breeding**

### **Registration**

1. Breeders will provide Limited American Kennel Club Registration. In certain cases a full registration may be provided.
2. At the option of the Breeder, the Puppy will be co-owned by the Breeder.
3. Breeders will complete the registration form with the Buyer's name and address and the Puppy's name as provided to the Breeder by the Buyer. A copy of the registration certificate shall be provided to the Breeder from the Buyer. The puppy shall be registered with the AKC and the Puppy's registered name must contain the Breeders Kennel Name: Cinnstar
4. If the Puppy is sold as a Companion, the Limited Registration is permanent and shall not be amended. If sold as a Companion the Puppy shall be spayed or neutered prior to leaving the Breeders premises. The cost of spaying or neutering the Puppy is in addition to the Purchase price of the Puppy, and shall be paid for by Buyer, prior to the Puppy leaving the Breeders premises. At the option of the Breeder, the puppy can go to its new home, to be spayed or neutered at a latter date, but the AKC registration will be withheld until proof of neuter or spay is provided.

5. With the exception of a medical necessity, under NO circumstances shall a puppy be spayed or neutered before the age of 6 months.

6. No Potential Breeding/Performance Puppies shall be spayed or neutered without written consent of the Breeder.

**Breeders agree to amend the registration to full AKC Registration subject to the following conditions being met:**

1. The Puppy shall be a minimum of two years of age.

2. The Puppy shall have a final OFA hip evaluation of Fair, Good or Excellent. The Breeders do not accept PennHip evaluations or "preliminary" OFA evaluations.

3. The Puppy eyes shall have been examined by an ACVO Diplomat (Board Certified Veterinary Ophthalmologist) and a certificate issued by CERF for the Puppy. This CERF shall be no older than six months to be acceptable.

4. Unless from a "Known Parentage Litter", The Puppy shall be genetically tested for PRCD and CEA.

5. The puppy shall have a MSU Thyroid Test, registered with OFA.

6. Cardiac certification by a Certified Cardiologist, OFA Elbows and Patellas is optional but desired.

7. The Puppy shall be an excellent representative of the breed, worthy of being bred. This shall be determined by the Breeders or their designee.

8. If the Puppy is not regularly hunted, the Puppy shall have acquired a NSDTR Club (USA) Working Certificate or comparable Degree, or pass an equivalent test.

9. If the Puppy has been sent to a foreign country, that country's accepted certifications are acceptable as long as the hips are evaluated no younger than 24 months, and the eye certification is no older than six months. The gene test for PRCD and CEA shall be complied with.

10. Buyer shall provide Breeders with legible copies of the above veterinarian examination reports, clearance certificates, and Working Certificate or other proof of fulfillment of the requirements. Copies sent by email are acceptable.

**Other Breeding Requirements**

1. It is expressly understood and agreed to by the Buyer that the Puppy **SHALL NOT** be bred under any circumstances while under a co-ownership without the **written** permission of the Breeder. If permission is granted, the Breeder shall have final authority in regards to the proposed mate of the Puppy.

2. A male Puppy, co-owned or not by the Breeder that is determined to be of breeding quality by the Breeder, shall be made available at stud to the Breeder's bitches. There shall not be stud fee charged for two litters sired by the Puppy. Further stud fees shall be determined by the current price of the Breeders potential breeding/performance pups, and paid to the Buyer for stud services. Other related costs of breeding: Shipping, Veterinary services required are the responsibility of the Breeder. There shall be no fees charged by the Buyer other than the above-mentioned stud fee.

The Breeder shall have the option of freezing a male Puppy's semen for use in future breedings. Costs for collecting and freezing the semen will be equally divided between Breeder and Buyer. There shall not be a stud fee charged for the first two breeding units. The Breeder may purchase further units with the stud fee for the use being the same as above live breedings. The Breeder reserves the right to transfer their two breeding units to a storage facility of their choice and shall not be responsible for the storage of the other units owned by the Buyer.

3. The Puppy, if a carrier or affected with ANY genetic disease where genetic testing has determined the Puppies genotype, **SHALL NOT** be bred to another carrier or affected with the same disease without the express written approval of the Breeder.

4. No female shall be allowed to have more than three litters. In special circumstances a fourth litter may be permitted. Examples of this are: One litter size is very small (three or less); the litters have been of excellent quality justifying a fourth litter. In these circumstances, the bitch must have achieved titles in at least two different venues. The determination of a warranted fourth breeding will be determined by the Breeder and shall be in writing.

## **Health Warranty**

Breeders warrant the Puppy to be free of inherited genetic disease of the hips, elbows, eyes, thyroid, adrenal gland or heart that would render the Puppy incapable of performing as indicated herein:

Potential Breeding Stock \_\_\_\_\_,

Agility/Conformation/Obedience/Hunting \_\_\_\_\_,

Companion \_\_\_\_\_.

If the Puppy should be afflicted with an inherited disease that renders the Puppy unable to perform as intended, Breeders will refund the Full Purchase Price subject to the following conditions:

1. Breeders are notified of such condition prior to the Puppy reaching 28 months of age.
2. Buyer provides Breeder with documentation of the inherited disease. In most cases a regular Veterinarians letter is NOT adequate. A Certified Veterinary Ophthalmologist shall examine the eyes. PRA and CEA shall be confirmed by genetic testing. Hip X-rays shall be evaluated by OFA (if International the countries official certifying agency). Heart: Certified Veterinary Cardiologist, Thyroid: MSU. In some cases a second opinion shall be required. Costs of any testing are the responsibility of the Buyer.
3. The Puppy shall not have been bred if a female, or shall not have been allowed to sire a litter if a male.
4. The Puppy shall have been maintained in good physical condition with good muscle tone through proper exercise and not allowed to become overweight.
5. The Puppy shall have received monthly heartworm preventative if residing in a heartworm-affected area.
6. Unless otherwise specified by law, no Puppy shall have its Rabies vaccination before the age of 6 months, and no Puppy shall have more Rabies vaccinations then the AVMA recommendations. Currently the AVMA specifies another Rabies vaccination a year after the first, and then at three-year intervals. If allowed by law the Buyer can opt for up to a 7-year interval.
7. Unless specified by law, no puppy shall have more "combination" vaccinations then is recommended by the AVMA. Currently this is two or three vaccinations without Leptospirosis at three to four week intervals as a young pup. At Cinnstar puppies are vaccinated for Parvo and Distemper only, at 8.5 and 11.5 weeks. The Breeder shall give one or two of the initial vaccinations depending on when the pup leaves the breeder. If held longer then 16 weeks when another combination will be given. At one year from the last combination vaccination as a puppy, another combination vaccination without Lepto shall be given. Then combination vaccinations given no closer then three-year intervals. The Buyer can opt for up to a 7-year interval. Other vaccinations if desired by the Buyer shall be discussed in writing and in agreement with the Breeder.
8. The Puppy's shall be registered with AKC and its registered name shall include the Breeders kennel name: Cinnstar.
9. The Puppy shall be returned to Breeders along with the Puppy's registration properly signed, transferring ownership back to Breeder.
10. If Buyer wishes to keep the Puppy, the Puppy shall be neutered if a male, or spayed if a female. The Veterinarian that performed the procedure shall provide the documentation that the procedure has been performed to Breeders. If this option is exercised the refund will be the difference of the Purchase Price paid, and the price of Companion Stock.
11. The responsibility of paying all veterinary bills is the duty of the Buyer. The Breeder is not responsible for any veterinary costs.

## **Training of Puppy**

No Puppy shall be sent to a trainer or organization, Professional or Amateur for the purpose of either field or obedience training, or to be companied in Retriever Hunt Tests, NSDTRC (USA) Field Tests, Field Trials or Obedience Trials without the written consent of the Breeder. All Puppies shall be sent to the Breeder for this purpose. A 100.00/month discount from the current rate will be given to Puppies sent for field or obedience training/campaigning.

Buyer shall enroll and complete at the minimum a 10-week class on basic obedience training with their Puppy. This class shall be accomplished before the Puppy is one year of age, and a copy of the certificate of completion shall be sent to the Breeder. Email attachments are acceptable.

## Health Clearances

Whether or not the Buyer plans to breed the Puppy, Buyer agrees at the Buyers expense to have the Puppy checked by qualified veterinarians for inherited genetic disease to include OFA evaluation of hips, and Ophthalmologist examination of eyes.

The eyes may be checked prior to age two, and must be repeated at no longer then 2-year intervals. Buyer agrees to provide to Sellers legible photocopies or email attachments of the evaluations upon receipt of same, and not later then the Puppy reaching 28 months of age.

## Puppy Reports

Buyer agrees to provide regular reports on the Puppy. At a minimum these reports shall be made at six months of age, one year of age, one and a half years of age and two years of age. Then every other year thereafter. A phone call, note or email will suffice. The reports are to include any accomplishments or lack thereof, health issues, temperament issues good or bad. Photos of the Puppy are encouraged.

## The Breeders reserve the right to apprehend the Puppy if:

1.The Puppy is neglected or abused. Neglect is defined as being allowed to run loose except in safe areas, being regularly tied up, continuously being penned or crated for periods in excess of 10 hours, being left without shelter and unprotected from the elements, being left without water and food for periods that cause dehydration, and/or malnourishment. Neglect is further defined to include illness, pain or physical discomfort caused by inattention to grooming of coat and nails, lack of parasitic control and improper nutrition. Abuse is defined as inappropriate training methods such as physical mistreatment and punishment and/or cruelty.

2.The Puppy is denied necessary veterinary care.

3.The health and/or safety of the Puppy are jeopardized.

4.The Puppy is allowed to become a nuisance to the community or a physical danger to any person or other animals.

**Under the terms of this agreement, apprehension of this dog from the purchaser's property shall not in any way constitute a trespass.**

## Buyer's Responsibility

Buyer agrees to conduct him/herself as a responsible dog owner. This includes but is not limited to abiding by the rules and bylaws of the AKC (or other countries Primary registering organization), The Code of Ethics adopted by the NSDTR Club (USA) for dog ownership and breeding (or other countries National NSDTR Club).

Buyer agrees that Buyer is solely responsible for all costs and expenses of and related to the ownership of the Puppy including but not limited to feeding, veterinary care and training.

Buyer further agrees that the Buyer is solely responsible for any and all actions of the Puppy and agrees to hold Sellers harmless from any and all claims for Bodily Injury and/or property Damages caused or alleged to have been caused by the Puppy.

Violation of this contract by the Buyer depending on the severity can cause legal action to be taken against the Buyer up to and including removing the Puppy from the Buyer.

By signing of this Purchase Contract, Buyer accepts all conditions contained herein.

Signature of Buyer:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Sellers:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_