

Mystic River Pugs

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Mystic River Pugs shall hereinafter be referred to as the "Breeder/Seller" and the Purchasing party shall hereinafter be referred to as the "Purchaser/Buyer".

Purchasers Information

Name(s) _____

Address _____

City _____ Province _____ Postal Code _____

Phone# _____ Email _____

Dog Information

Sire's Name _____ Sire's Registration# _____

Dam's Name _____ Dam's Registration# _____

Puppy's Name _____ DOB: _____

Litter Registration# _____

Male Fawn

Female Black

Microchip# _____ Implant Date _____

Deposit Amount \$1000.00 Non-Refundable Method of Payment _____ Date Paid _____

Purchase Price\$ _____ Method of Payment _____ Date Paid _____

Possession/Shipping Date _____ Method of Shipping _____

ALL PAYMENTS MUST BE RECEIVED IN FULL BEFORE BREEDER WILL LEAVE THEIR PREMISES/Travel AND RELEASE PUPPY

Spay/Neuter, Breeding & Breeding Potential

NOTE: Breeder/Seller Shall check the box in which applies, please only initial the appropriate section.

The Purchaser hereby agrees to spay/neuter said puppy between 12-18 months of age or by the Date listed **Date:** _____ unless otherwise discussed with Breeder (All changes to be made in writing and signed by both parties). **If the above dog is Spayed/Neutered before 12 months of age ALL HEALTH GUARANTEE IS VOID.** **NOTE:** Early spay/neuter can cause many health issues including some types of cancer. Spaying/Neutering before the time frame stated above will result in this contract to be voided therefore the puppy will not be guaranteed.

It is understood that the puppy being purchased is intended as a pet/companion **only** and will not be bred/mated at any time prior to being spayed or neutered. Once proof of spay/neuter is received by a Licensed Veterinarian, the registration papers will be signed over to the Purchaser. If said dog is found to have been used for breeding, it will be considered a Breach of Contract (See Below)

Initial _____ **Date** _____

Puppy is sold on a breeding contract with full breeding rights and registration. Breeder does not guarantee that the sold puppy is of breeding/showing quality in structure, colour, height, weight and temperament. Breeder does not guarantee semen quality or breeding ability in males. Breeder does not guarantee that a bitch is breeding quality or has the ability to become pregnant. Breeder does not guarantee that the male/female will obtain a CKC or AKC Championship.

Initial _____ **Date** _____

***Resulting offspring/Penalties for Breeding:**

Breeding this dog is considered a BREACH OF CONTRACT (Unless purchased for the intention to breed/show), therefore PURCHASER understands the penalties as follows for breeding by accident or on purpose. PURCHASER will pay BREEDER a fine of \$10,000 and \$5000.00 for each puppy produced by this dog.

Signature of Purchaser(s) _____ **Date** _____

Health Guarantee

NOTE: This Health Guarantee is valid for 2 years from date of birth from any LIFE THREATENING defect. Health Guarantee expires on _____.

This puppy is sold with no known health or genetic defects. The Breeder certifies that, upon receipt the dog is in good health and has been Examined by a licensed veterinarian, immunized and de-wormed per the accompanying health record of said dog. **The Purchaser agrees to have the dog examined by a licensed veterinarian at the Purchaser's expense within 72 hours from the time Purchaser takes possession of Said Dog.**

If the veterinarian does not give the dog a clean bill of health, the Purchaser must notify the Breeder and return the puppy within 72 hrs for a full refund (Minus the deposit) If the puppy is not returned breeder within 72 hrs then no refund shall be given and this Health Guarantee is VOID. A copy of the examination results must be sent to the Breeder by email within 5 days of the exam. Breeder reserves the right to have Said dog re-examined by the Breeder's veterinarian at Breeder's cost.

Failure to have said puppy examined within 72 hours (Unless discussed and agreed in writing) and/or Failure to provide examination results will render this Health Guarantee null and void

Initails _____ Date _____

Any condition that is minor, correctable or a breed related minor condition is not covered and no condition which could go away, or is considered to be a condition which a puppy will likely grow out of is covered. If the dog is then found not to be in good health and/or has a life threatening condition, Breeder will resume possession within 72 hrs and either refund the Purchaser the purchase price (minus the deposit) of the puppy or replace the puppy with the next available puppy of equal value, this is at the **SOLE DISCRETION OF THE BREEDER/SELLER**. NOTE: Breeder has up to 12 months to issue a refund. . If the puppy is found to be spayed or neutered prior to the agreed upon age buyer will not be entitled to a replacement puppy or Refund of any kind.

Breeder will not be responsible for any veterinary costs or medical expenses prior to the return of the puppy. It is the Purchaser's responsibility to return the puppy to the Breeder at the Purchaser's expense. All transportation costs to return the dog and/or receive a replacement are at the Purchaser's expense.

Signature of Purchaser(s) _____ Date _____

This Health Guarantee does not cover any of the following conditions:

Intestinal parasites (Coccidiosis, Giardia, Worms: These include roundworms (Toxocara cati, Toxascaris leonine), heartworms (Dirofilaria immitis), tapeworms (Dipylidium caninum, Taenia species, and Echinococcus species), hookworms (Ancylostoma), and whipworms (Trichuris vulpis), Parvovirus, Kennel Cough, Pneumonia, Ear or Skin Mites, Mange (Demodectic, Sarcoptic or Cheyletiella), Fleas, Allergies (food, or environmental), Herniation (Inguinal, Umbilical, Perineal or Diaphragmatic), Cherry Eye, Dry eye, PK (pigmentary Keratitis), Entropion, BOAS (BREED RELATED) - Stenotic Nares, Elongated Soft Palate Small/Narrowed Trachea, Undescended Testicles **(unless bought with breeding rights in which case said dog is to be neutered and the breeding rights will be refunded upon proof of neuter)**, Luxated Patellas grade 1-2, Heart Murmur 1-3.

This Health Guarantee does not cover any veterinarian costs associated with spaying or neutering. Breeder does not Guarantee against non-life threatening illnesses common to puppies. A puppy that has died from anesthesia as a result of being put under for surgery etc. is not covered in this contract. Putting any brachycephalic breed under requires a skilled and knowledgeable vet and all necessary precautions to be in place. Any physical problem which is or could be caused by accident, injury, neglect or poor diet is also not covered in this contract.

***The Health Guarantee covered in this contract is NULL and VOID if the puppy/dog is deemed over or underweight by a Veterinarian.**

Initial _____ Date _____

The puppy must be kept in good physical condition. If said puppy is found to have anything life-threatening within the first 2 years from date of birth, a statement from a licensed veterinarian (must be on letterhead and signed by the Veterinarian) of Purchaser's choosing confirming such an event and cause is required before any action will be taken by the Breeder. Breeder reserves the right to request a second opinion by a veterinarian of Breeder's choosing to determine the life threatening defect.

In the unlikely event of the death of the puppy within Two (2) years from the date of birth from a life threatening defect the Breeder shall replace the puppy with the next available puppy of equal value. **A Necropsy by a licenced pathologist not a regular DVM is required to determine the cause of death in order to receive a replacement puppy** ***In the event that the necropsy is not performed by a licensed pathologist (example: IDEXX) and the report is not submitted to the breeder NO REFUND OR REPLACEMENT WILL BE GIVEN.** If the Breeder offers a replacement puppy and Purchaser declines the replacement puppy, then the Breeder and Purchaser shall be under no further obligation and it will be deemed that the Purchaser has released the Breeder from any and all further claims. If the breeder chooses to refund the purchase price (MINUS THE DEPOSIT) the Breeder has up to 12 months to honour the refund. Cash Refunds are at breeders discretion.

Initials _____ Date _____

This Health Guarantee does not cover any veterinarian or medical costs. The Purchaser is aware that owning a puppy means frequent visits to a veterinarian and understands that he/she will be responsible for all payments. [Pet Insurance is highly recommended by the Breeder.](#)

*If at any time the breeder feels the Said dog is neglected or abused, the breeder has the right to remove said dog from the purchaser and all paperwork will be signed back over to the breeder. No Refund of any type will be offered.

***Lifetime Return:** Purchaser may return Said Dog to Breeder at any time, for any reason. Said Dog must not be surrendered, sold, given away, or otherwise transferred to any party except Breeder, unless agreed to in writing by Breeder. Purchaser agrees to instruct their relatives/estate to return ownership of Said Dog to Breeder for care and placement in the event the purchaser becomes deceased or incapacitated. If the Purchaser returns the puppy for any reason it will be on a **surrender basis only any monetary reimbursement is at the sole discretion of Breeder.** It is the Purchaser's responsibility to return the dog to the Breeder at the Purchaser's expense. All transportation costs to return the dog are at the Purchaser's expense.

If the Purchaser has a home in mind that they would like to re-home or re-sell the said dog to, this **must** be discussed with the breeder and agreed upon **beforehand**. In such an event the Purchaser must notify the Breeder with the new name, address and contact information of the new Purchaser; this **must be approved by the Breeder first.** Purchaser agrees not to sell this dog to any Retail Company (pet store), Broker, Establishment, or Auction.

If at any time the dog is placed without consent and approval there will be a fine of \$10,000 payable to the breeder. All Health Guarantees are null and void if said dog changes ownership.

Initials _____ Date _____

Due to the high theft rate of the Pug all local pick ups will be in a safe location of the breeder's choice (Police station, Veterinary Clinic etc..) If the puppy is to be transported, the Breeder makes all transportation arrangements. Sometimes travel arrangements are delayed due to temperature restrictions, weather, logistics, mechanical failure or other unforeseen events. The Breeder shall not be liable directly or indirectly for any delays which may cause inconvenience or financial loss, nor shall the delay be cause for cancellation.

Transportation costs are non-refundable and must be paid prior to the breeder leaving their premises. If using our flight nanny all fees are paid directly to her

In the event of any litigation pertaining to the puppy covered by this Health Guarantee/Sales Agreement, both the Breeder and the Purchaser shall assume exclusive responsibility for their own attorney's fees and costs. This Health Guarantee/Sales Agreement is hereby entered into exclusively and wholly executed in the Province of Alberta and if litigation arising from any possible breach of this Health Guarantee/Sales Agreement it shall be exclusively adjudicated in the City of Valleyview or Grande Prairie. All parties hereby submit themselves to the exclusive jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected.

The Purchaser understands that should the terms outlined in this contract be ignored or disregarded or if any attempt is made to break this contract, it will be considered a Breach of Contract and the Purchaser agrees to pay the Breeder a fine of \$10,000.00. Purchaser also agrees to forfeit ownership of said dog back to the Breeder, and if necessary transfer and sign all registration papers back to the Breeder, along with paying all fees incurred with returning the dog to the Breeder.

This is the total agreement between Mystic River Pugs "Seller/Breeder" and the Purchaser and no other terms or conditions shall be valid for this sale.

The Purchaser acknowledges that he or she has read, understands and agrees to the terms of this Health Guarantee /Sales Agreement. This written agreement is a binding legal contract entered into Valleyview, Alberta Canada, according to and by Mystic River Pugs Health Guarantee and Sales Agreement.

Purchaser's Signature _____ **Date** _____

Purchaser's Signature _____ **Date** _____

Breeder's Signature _____ **Date** _____

Notes: _____

