**LABRALAYNE**

**Labrador Retrievers**

[**www.labralayne.com**](http://www.labralayne.com/) **403-202-5114**

**Contract of Sale**

Agreement between:

Breeder/Seller: Alayne Madill of Labralayne Labrador Retrievers of 174 Covewood Circle NE Calgary, Alberta T3K 5P9; phone # 403-202-5114; website: [www.labralayne.com](http://www.labralayne.com/); email: alayne@labralayne.com and Purchaser:

It is understood and agreed that this contract is created and signed by both parties involved to ensure the well being and protection of the dog.

1. The breeder agrees to sell a purebred Labrador Retriever from the litter sired by: Big Sky's Carbon Copy CKC#1123104 and whelped by: Can CH Labralayne's Black Mamba CKC# XN363480 on March 27, 2016 for the sum of $. This female puppy is chocolate in color and permanently identified by microchip #95600000492151.

2. The seller agrees that the dog has had a veterinary physical examination, a minimum of the first of three sets of vaccinations, was dewormed at 2, 4 and 6 weeks of age and is free of communicable disease as of the purchase date. A veterinary certificate to that effect is enclosed. The purchaser will have a health guarantee on said dog extending 72 hours from time of possession. The seller encourages the purchaser, at his or her expense, to have the said dog examined by a certified veterinarian during those first 72 hours. The breeder will replace any puppy returned within 72 hours of sale, providing the puppy is accompanied by a written certificate of non-health from a certified veterinarian. If a replacement pup is not available, a full refund of the purchase price will be returned to the purchaser.

3. The seller, at her expense, shall duly register ownership of the dog with the Canadian Kennel Club (CKC) in the purchaser’s name and provide the purchaser with a certificate of registration before the said dog turns six months old. Said dog is to carry the breeder’s kennel name: Labralayne.

4. The said dog is guaranteed against the following:

1) Moderate to severe Hip or Elbow Dysplasia or Osteochondrosis (OCD), where lifestyle or mobility is significantly affected, up to the dog’s third birthday.

2) Hereditary Juvenile Cataracts or Progressive Retinal Atrophy (PRA) up to the dog’s fifth birthday.

Where any of the above are diagnosed there must be a complete report from the attending Veterinarian, a copy of the health records, the radiographs or ultrasound report for verification and spay or neuter certificate supplied to the seller before the dog may be returned. The seller reserves the right to have another veterinarian review the case at the seller’s cost. The seller shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases or disorders which are due to purchaser’s neglect.

\*Please note:

a) Hip or Elbow radiographs must be interpreted by a board certified radiologist preferably at the Orthopedic Foundation for Animals (OFA) for dysplasia rating before the dog may be returned.

b) Eye examinations must be performed by a board certified veterinary ophthalmologist before and dog may be returned.

The purchaser has the option to keep the original dog and it be replaced with a similar dog of same sex and color as soon as one is available. If a replacement dog is declined by the purchaser, or no replacement dog will be available in a reasonable space of time, half of the original purchase price will be refunded and no further remuneration given or offered by the seller.

Any other cases of illness considered hereditary or congenital in nature will be considered on a case by case bases by the seller for replacement or refund (partial or complete).

In return, the purchaser must meet the following conditions:

5. The dog must be provided with safe, humane care, treatment and training.

6. The buyer agrees to keep the dog in a safe, securely fenced area, complete with solid housing, taken out for exercise and periods of socialization (regardless if the dog is considered a “house” pet). Leaving the dog tied for any period unattended, allowing the dog to run at large or allowing the dog to ride in the back of a pickup truck without proper, legal restraints is strictly prohibited. This behavior or other evidence of abuse or neglect will lead to the seller repossessing the dog (and registration papers with signed transfer) with no expense to the seller or refund to the purchaser to be placed in a suitable home elsewhere.

Providing the seller with false information or failure to comply with 7, 8 and 9 shall result in cancellation of the seller’s guarantee of this dog.

7. The buyer agrees that the dog shall not be kept at a weight in excess of that recommended by a certified veterinarian, have a yearly health examination and follow veterinarians recommended vaccination regime.

8. The buyer agrees the dog shall not be over exercised, in the opinion of the seller, until past the dog’s second birthday. This includes jogging, running behind bikes, vehicles, ATV’s, snowmobiles etc., and jumping down from a height more than 24 inches (off decks, steps, landings, out of vehicles etc.).

9. The buyer agrees dog must be fed a premium quality dog food approved by seller to avoid health concerns created from improper diet.

10. The purchaser is not making this purchase as an agent or for another person or entity, on behalf of a pet shop, nor has intentions of selling, raffling or giving said dog away as a gift or prize to anyone.

11. The buyer agrees that he or she will not use this dog for breeding purposes. The dog will remain on the CKC non-breeding contract for life. The buyer agrees that if a breeding (planned or accidental) should occur, he/she will pay to seller for breach of contract a fine of $5000.00, plus the fair market value of each puppy produced. Any guarantee herein contained will become null and void if this dog is used for breeding.

However if the purchaser and the seller agree that the dog is of breeding quality, the non-breeding contract may be lifted only when the following conditions are met:

1) The dog’s eyes are cleared by a board certified veterinary ophthalmologist as normal on a yearly basis.

2) The dog’s genetic PRA and HNPK status is known (by testing or parentage).

3) The dog’s hips are cleared as fair, good or excellent by the OFA or are evaluated at 50% or higher by the Penn Hip evaluation method.

4) The dog’s elbows are cleared as normal by the OFA.

5) The dog's heart has been auscultated and ultrasounded/doppler clear by a veterinary cardiologist.

6) The dog's genetic EIC and Dilute color gene status is known (by testing or by parentage).

7) The dog has obtained at least one of the following titles: Canadian or American Conformation Championship, Companion Dog Obedience Title, Rally Excellent title, Working Certificate or Junior Hunt Title.

8) The dog is (for females) over 18 months, it is only to be bred a maximum of 4 times, with suitable recovery time in between litters all before the dog’s seventh birthday. For males the dog is over 12 months and under 10 years of age.

9) The dog will only be bred to a mate approved by the seller with the same health clearances, over the age of 12 months (males) or 18 months (females), of sound temperament and is an appropriate representation of breed type.

10) Puppies resulting from any breedings will not be sold to an agent or a pet shop, or be sold or given away as a prize or in a raffle. They will be registered with the CKC and placed on non-breeding contracts.

11) The seller receives either one puppy or a one time fee of $2500.00.

12. Should the purchaser at any time be unable to keep the dog in question for *any* reason, the dog will return to the seller's possession, the purchaser may receive a prorated refund depending on the age of the dog. The dog with it’s transfer of ownership papers may not be sold, given, transferred to any person or organization other than the seller, weather by sale, gift, loan, lease or otherwise unless in the following manner:

The seller and purchaser agree to sell this Labrador under the following conditions:

1) The dog is to be returned to the seller, accompanied by the appropriate registration papers, with signed transfers. All expenses incurred by the seller to re-home the dog (feed, advertising, training, healthcare etc.) will deducted from the selling price (which will not exceed the original price note above) and the difference refunded to the purchaser.

2) If the original purchaser knows of a suitable home for the dog, then the seller will take this into consideration and, after meeting with the prospective new owners, will waive the above stipulation, if the seller feels they will be able to give the dog a suitable home.

13. Buyer agrees the dog will never be released to any humane society, pound, rescue group, or research facility.

14. The dog may never be euthanized for any reason (especially financial) other than a medical emergency that requires an immediate decision about the dog’s quality of life without contacting the seller prior. Bone fractures or conditions that can be medically or surgically corrected are not grounds for euthanasia without consulting with the seller prior.

15. To allow the seller to track the dog’s progress, or any developing concerns the purchaser agrees to provide pictures and written updates to the seller when the dog is 4, 6, 12, 18 months of age and yearly thereafter. The purchaser also agrees to provide the seller with the purchaser’s updated contact information within one month of any changes.

16. In the event the seller must contact or retain an attorney or the CKC to enforce this contract all expenses incurred shall be paid by the purchaser.

No other warranties or guarantees, expressed or implied, either before or after the sale will be binding in any way.

This agreement is signed this date , in Calgary, Alberta

Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alayne Madill of Labralayne Labrador Retrievers

Purchaser \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_