

DOCHARA TOLLERS

NOVA SCOTIA DUCK TOLLING RETRIEVER SHOW PROSPECT CONTRACT

Roseanne Bunger
Topeka, Kansas
785-220-8380

Name of Puppy: _____
Kennel Name will precede dog's given name and can NOT be changed.

Sire: _____

Dam: _____

Date of Birth _____ Sex _____ Price _____

Microchip # _____

This is a legal contract between Seller and Buyer specified below. This document is the only agreement between Seller and Buyer. No verbal agreements shall modify this agreement.

SELLER/BREEDER GUARANTEE

*Seller guarantees the puppy to be healthy and free of disease upon receipt by Buyer. Buyer must have the puppy examined by a licensed Veterinarian within 3 days of receipt. If the puppy is found to have any congenital defect at this time it will be replaced with another puppy of equal value out of the next available litter within 18 mo. Said puppy must be returned to seller (DOCHARA TOLLERS). All shipping/delivery/transport fees are at the buyer's expense.

*Seller guarantees puppy is current on all Vaccinations appropriate for its age.

*Seller guarantees dog to be free of genetic defects such as thyroid, entropic, overshot/undershot bite, and undescended testicles up to the age of 24 months as determined by a licensed Veterinarian. Upon proof of Veterinarian determination of defect and return of said puppy, seller agrees to replace puppy with another puppy of equal value, subject to availability within 18 mo. If greater valued pup is available buyer can purchase greater valued pup for the price difference.

MICROCHIP INFO

*Seller guarantees puppy to have permanent identification in the form of a microchip, and this microchip must be imbedded in all radiographs/ certifications of said puppy and on all paperwork pertaining to this animal. Seller will provide buyer with all microchip information and Buyer must register said puppy's microchip in their name within 30 days of purchase.

Microchip # _____

REGISTRATION

*Seller will litter and individually register the puppy with the American Kennel Club online, please check your email to finish the paperwork through the AKC, since this is how it is accomplished, and at that time you will be able to select the puppy's registered name, starting with DoChara's.

*Seller guarantees Full AKC Registration papers will be issued to buyer within 3 months (but typically within a month), with the breeder listed as co-owner. Until contract agreements are fulfilled, said puppy cannot and should not be used for breeding, if dog is bred then contract is null and void, and said puppy must be returned to Seller.

*Buyer agrees puppy/dog is being purchased primarily for Show purposes and will be co-owned with breeder. Co-ownership will be lifted by breeder after puppy is a finished champion, or titled in another venue, meets breeding qualifications and breeders' retained breeding rights are fulfilled.

*Buyer agrees and understands puppy is not considered breeding quality until all Certifications are completed as stated below:

BREEDING QUALITY IS DEFINED BY HAVING:

OFA Certification of Normal Patellas.

OFA Certification of Hips at 2years of age with a qualifying rating of Excellent, Good or Fair.

OFA Certification of normal eyes by a board certified canine Ophthalmologist.

PRA status through DNA testing.

OFA normal heart.

Having Scissors or level bite at 2 years of age, as determined by a licensed veterinarian.

Male dog must have both testicles descended, as determined by a licensed veterinarian

Recommended is also any DNA tests available, thyroid and elbows.

*Buyer agrees to abide by all AKC/NSDTRCA Breed Code of Ethics and must always be used when considering using said dog as a breeding animal.

*In addition, breeder will retain the right to one free stud service from a male placed as breeding dog, or 2nd pick puppy from choice litter born to female placed as breeding dog, with all expenses involved with transportation to use stud or to collect puppy from buyer to be paid by seller.

GUARANTEE

*Should Puppy develop any disqualifying faults as defined in the Standard, or be diagnosed with any genetically derived medical disorder which is confirmed by two unassociated Veterinarians, thereby causing Buyer and Seller to agree that the Puppy cannot ethically be bred or breed, Seller will, upon provision of veterinary reports and, where applicable, Orthopedic Foundation for Animals (OFA) report, provide the Buyer with one of the following options, up to 24 months of age

A. Should Buyer choose to keep Puppy and accept a partial refund, Seller will refund \$500.00. The Puppy must be spayed or neutered and documentation provided to the Seller, after the procedure has been performed by a Veterinarian, before a refund will be sent.

B. Should Buyer choose to relinquish ownership of Puppy to Seller, Seller will refund purchase price less any shipping or miscellaneous charges necessary for transportation of Puppy to Seller.

C. Should Buyer choose to keep the Puppy and accept a replacement show quality puppy, Buyer will be charged \$500.00 less the purchase cost towards the cost of a new show prospect, plus any shipping or miscellaneous charges associated with transport of replacement Puppy. Upon receipt of spay/neuter certification, Seller will provide a replacement breed quality puppy as soon as such a puppy is available to Seller.

*Seller shall not be held responsible for the development of disqualifying faults, diseases, or disorders, which are due to Buyer's negligence or failure to follow breeder's instructions on vaccination schedule or feed recommendations.

*Seller guarantees dog to be free of crippling hereditary hip dysplasia. Seller must be notified with proof of such by 26 months of age. The duration of this guarantee is 26 months of age. If puppy is not certified by 26 months, then no replacement will be given after this time period.

*Final Certification must be done by certified veterinarian between 24 and 26 months of age. Proper body positioning for the x-rays is required, so finding a veterinarian with experience doing x-rays for OFA is extremely important. All evaluations must be determined by OFA (Orthopedic Foundation for Animals).

OBEDIENCE TRAINING

*Seller agrees buyer must enroll puppy in a formal obedience/socialization class after 12 weeks but before the dog is 6 months of age to secure early control of dog. This class must be Obedience or similar structured training class for control. Puppies can be started as early as 8 weeks learning regular gate/feeding manners.

IF YOU HAVE NEVER OWNED A NOVA SCOTIA DUCK TOLLING RETRIEVER BEFORE, OBEDIENCE TRAINING IS A MUST. Exemption to training Class: If you are an experienced Duck Tolling Retriever owner already, or an Obedience trainer, then no class is required, as long as said dog will be trained at home.

*Buyer remains in regular contact with seller, informing seller of training problems as they arise and make a good faith effort to correct those problems with the sellers' advice. This contact pertains to obedience or general training problems as the puppy grows up.

*Buyer must provide adequate fencing to prevent escape, and provide protection from excessive heat and cold. This dog shall not be continuously tied or allowed to roam at large. Puppy must be confined to your property at all times either by fence or under supervision when loose.

REFUSAL TO SELL

*Seller maintains the right to refuse a puppy to Buyer until such time as the puppy is delivered and payment is made in full. The seller reserves the right to void the contract if we learn of any reason that Buyer might not be suitable for the dog.

*All puppies are evaluated by the breeders and placed based on temperament and conformation of puppy and overall need of buyer. If the puppy you have expressed to us you like, placed a deposit on, or purchased in full, does not have the temperament needed for your situation, it **will not** be placed with you.

*Seller agrees to apply deposit to another litter (within 18 mo.) if the pup you are wanting is not available in said litter.

* We do not sell dominant puppies to persons without previous Nova Scotia Duck Tolling Retriever experience.

We do not sell our puppies to:

- Representatives of any type of Pet stores or puppy market;
- Backyard breeders or for puppy to be bred to backyard bred stock;
- People, who have intentions of keeping the dog tied or chained, or keeping dog caged or kenneled for more than 10 hours;
- Anyone who is found to be an animal abuser, violent person or has/would dump a dog in a shelter.

VETERINARY CARE/FEEDING

*Buyer agrees to continue the immunizations already started, as recommended by their breeder, and to maintain regular veterinary care for the life of the puppy, including, but not limited to, heartworm prevention monthly throughout the year, depending on climate, plus flea/tick preventatives, and to provide necessary medical treatment in the event of an accident/injury of the dog as recommended by their veterinarian.

*Buyer agrees to **not** neuter/spay puppy before 12 months of age, and that seller will be consulted beforehand, since the puppy is being placed as a show prospect.

*Buyer agrees to purchase a high quality feed, preferably one that is grain free, or even feed a raw diet, absolutely no grocery store, or sub-par brands that has a first ingredient of some form of plant based nutrition.

SURRENDERING OF SAID ANIMAL

We understand life happens and things change

*Buyer agrees that if at this time or any future time the above-identified dog needs to be sold, given away or destroyed (i.e. disposed of) for any reason whatsoever, the buyer agrees to notify the seller immediately and return the dog with all registration papers to the seller or owners of sire- Randy Harrold or Wendy Shumway. (Registration papers must be signed for transfer to seller) without reimbursement, prior to any other disposition option occurring.

SAID PUPPY/DOG MUST NOT BE GIVEN AWAY, SOLD, PLACED IN SHELTER OR EUTHANIZED- it must be returned to seller/breeders or to owners of sire- Randy Harrold or Wendy Shumway.

The exception to this agreement would be euthanasia in the event of severe trauma, or due to suffering on the part of the puppy. Seller agrees in the event that said puppy has been owned for many years and buyer dies/gets sick and can no longer take care of said puppy, it can be given to a family member or close friend. Buyer agrees seller will be notified of new residence of said puppy in the event of death/sickness in the family and ownership is transferred to family member or friend.

This agreement is made and signed by both parties to ensure the well-being and protection of this puppy. Every effort has been made by the breeder to produce a litter both physically and mentally sound. The breeder will stand behind this breeding to the extent stated. However, the buyer accepts full responsibility for the proper care once the puppy leaves the breeder.

If the buyer breaches this Agreement, the seller is released from any obligation under this Agreement to provide registration papers, and said puppy must be returned to Seller/Breeder (DoChara Tollers).

BUYER RESPONSIBILITES - PLEASE INITIAL ALL BLANKS

____ Buyer agrees to pay the balance of \$1500.00 in full before Buyer takes possession of puppy. If Buyer fails to make arrangements to pick up or supply transportation within the discussed timeframe as outlined by Seller, puppy will become available to another buyer. All fees and deposit are non-refundable.

____ Buyer agrees puppy will not leave seller before the age of 8 weeks, but any puppy not picked up or shipped by 12 weeks of age will be charged 5.00 per day fee for boarding/feed/vaccinations, until picked up(this includes waiting for transporter). Buyer is responsible for all fees incurred.

____ Buyer agrees all transport/delivery fees from seller to buyer will be at the buyer's expense. (This includes but not limited to Vet visits, health papers, blood work, shipping crate, etc.)

Sellers Signature: _____ Date _____

Buyers Signature: _____ Date _____

Buyers Printed Name _____ Date _____

Address: _____

City: _____ State: _____ Zip _____

Code: _____

Phone: _____

Cell: _____

Email: _____

Veterinary Clinic

Name: _____

Address: _____

Phone: _____

Cell: _____