



SHOW PROSPECT BORDER COLLIE CONTRACT

BREEDER	PURCHASER
Rachel Brunet 8523 11th Line, Charing Cross, ON N0P 1G0 CANADA (Hereinafter called the "Breeder")	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <div style="text-align: center; padding-top: 10px;">(Hereinafter called the "Purchaser")</div>
DOG	
AKC Registration Name _____ DOB: (m/d/yy) _____ Gender: _____ Colour: _____ Sire: _____ Dam: _____ Micro-Chip Number: _____ Implant Date: _____ <div style="text-align: center;">(Hereinafter called the "Dog")</div>	
SALE	
<p><i>A Deposit Agreement</i> was signed by the Purchaser of this dog on (m/d/y) _____.</p> <p>The Dog is being sold for the total sum of \$ _____, which was received in full by the Breeder on (m/d/y) _____, this is the date of possession/sale of the Dog. The Purchaser took physical possession of Dog on, (m/d/y) _____.</p>	
<p>RECITALS</p> <p>For the purposes of this document, the Canadian Kennel Club shall herein be defined as CKC, and the American Kennel Club shall herein be defined as AKC. A CKC Miscellaneous Certificate Number shall herein be defined as MCN. A 'show prospect' Dog is a dog that is sold as potentially being competitive in conformation dog shows, in a co-ownership between the Breeder and the Purchaser. Such a Dog is potentially breeding quality and will possibly be used for reproductive purposes to contribute to the Border Collie gene pool. Breeding of a Border Collie of Bellaclan lineage must be practiced with the highest of standards to prevent irreversible watering down of the Bellaclan Breeders lines, and damage to the Bellaclan Breeders reputation, and to the breed.</p>	

TERMS AND CONDITIONS OF SALE

SECTION 1: BREEDER REPRESENTATIONS AND WARRANTIES

Breeder represents and warrants to Purchaser that:

- A. **Legality of Sale** - Breeder is the legal owner of the Dog, that Breeder has full right and authority to sell the Dog, and the Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- B. **Registration** - That the Dog is a Border Collie, offspring of a Border Collie sire, and a Border Collie dam and is eligible for AKC Registration, of which parentage can be verified via AKC DNA profiles done by cheek swabs. This Dog is not CBCA registered, and no guarantee is made that this dog is eligible for CBCA registration in Canada. Breeder will register the Dog with FULL registration, with a name of their choosing and the prefix "Bellheir" first, with the AKC, at their expense, which will be mailed from the AKC directly to the Purchaser in their name and in co-ownership with the Breeder.
- C. **ISO Microchip** - The Dog has been implanted with an ISO international microchip (TROVAN) as a permanent source of identification, this chip will be registered with CanadaCHIP in the Purchasers name, with the Breeder as the "Emergency Contact".
- D. **CKC MCN Number** - Breeder will complete, pay for, and send in an application for a MCN from the CKC in the Purchasers name. The CKC MCN number is *NOT* a form of registration nor pure-bred status in Canada.
- E. **Limited Short-Term Health Warranty** - Breeder agrees to refund purchase price of Dog upon return to Breeder or, at Breeders discretion, to replace Dog at no charge to Purchaser except transportation and any incidental fees related to travel, if within 72 hours the dog is found to be suffering from communicable disease, attributable to the Breeder, as determined by a licensed veterinarian and confirmed by lab results. Warranty is limited to the amount of purchase price minus the deposit, and does not include incidental expenses or veterinary bills incurred by the Purchaser. Discovery of the disease within 72 hours of Purchaser taking possession of dog must be documented in writing from the veterinarian, including relevant lab results and testing, and presented to the Breeder within one week of taking possession of the puppy. Failure by Purchaser to have the Dog examined within the seventy two (72) hour period will nullify this warranty. If Purchaser chooses to keep the Dog, regardless of Veterinarians negative findings, no replacement will be given, nor any monies refunded, and all medical costs and other treatment costs or costs relevant to the dog in every way **are the sole responsibility of the Purchaser in FULL**. In the event that the dog is acquired on a weekend/holiday, the warranty begins at 8:00 AM on the Monday/next working day. Warranty does NOT cover: Allergies, umbilical hernias that are not lethal, mild heart murmurs that, as determined by a vet, most likely will be outgrown with age, nor any internal (i.e. Giardia, Coccidia or Worms etc.) or external parasites (i.e. fleas, ticks, lice etc.), which will NOT be grounds for any refund nor replacement.
- F. **Limited Genetic Health Warranty** - Breeder agrees to replace the Dog with a dog of equal value if it is not able to function as a breeding dog due to a failed OFA rating caused by hip or elbow dysplasia, which is verified AFTER two years of age but BEFORE three years of age, or any GENETIC defects of the eye that will render the Dog unable to certify through CAER (OFA Eyes) prior to 5 years of age, of which is proven to be of genetic origin in writing, from a board certified veterinarian accompanied by lab and test results as proof. Purchaser must contact Breeder within thirty days of the day the vet diagnosis Dog with one of the above mentioned genetic defects. Vet must state in writing that it "*is of genetic origin*", with attached proof. Proof of any claim must be made in writing directly from Purchaser's veterinarian to Breeder. Breeder has the right to get the Dog re-examined by Breeders chosen veterinarian, at Breeders expense. Breeder has two full years from the date that a vet issued spay/neuter certificate for Dog is received from the Purchaser, to replace Dog with a dog of the same value, quality, and gender of the original. The replacement will be of Breeders choosing. Breeder is

not liable for shipping, travel, delivery, boarding or any other expenses incurred by the Purchaser in replacement of the Dog. If Purchaser decides not to receive a replacement, or denies the replacement chosen by the Breeder, no refund nor replacement dog of any kind will be given to Purchaser at anytime thereafter, and that Breeder reserve the option to refund the Purchase Price of Dog in lieu of a replacement dog, at any time, prior to any replacement dog being placed in the possession of the Purchaser. Purchaser must sign and agree to Breeders sales contract for the replacement dog. Dog will only be eligible for replacement, one time and to original Purchaser.

SECTION 2: PURCHASER REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Breeder that:

- A. **Transportation and other Fees** - All transportation fees, expenses, and miscellaneous agreed upon fees, not limited to DNA testing, shipping kennel, wages lost, vet bills, flight/customs health certificates, certified pedigree, export pedigree, and gas bills, that are incurred by the Breeder for the Dog, are the responsibility of the Purchaser and must be paid in full to the Breeder a minimum of seventy two (72) hours prior to Dogs departure from the Breeder. Breeder does not assume any liability in any shape or form, for injury or death of Dog during transportation and delivery.
- B. **Pickup, Delivery, and Boarding** - Purchaser agrees to pick up the Dog between eight and nine weeks of age, with the exception being; if by fault of the Breeder(s) due to vet requirements and other scheduling issues. If delay is the fault of the Purchasers it is agreed that a daily boarding fee will be incurred of twenty dollars per day, starting at nine weeks of age, unless otherwise stated and agreed upon in writing by Breeder. Breeder does not assume any liability in any shape or form and will not issue any replacement or refund, for injury or death of Dog during the boarding period. All emergency and/or regular veterinary care (i.e. booster vaccinations/parasite control) will be continued according to the Breeders protocol, at the Breeders discretion, at the expense of the Purchaser. All vet visits are subject to an additional \$50 fee to cover Breeders gas and time away from work.
- C. **Dogs Registered Name** - Purchaser agrees that Breeder will choose the AKC registration name of the Dog. This can not be changed at any time, without permission from Breeder(s) in writing, and their applicable signature(s) on the legal AKC "Dog Name Change Authorization" form.
- D. **Contact Information** - All parties herein agree to notify all other parties of any change of address, e-mail, or phone number, for the duration of Dogs lifetime.
- E. **Breeding Approval and Accidents** - Purchaser agrees that: Dog will only be bred/studded to other registered Border Collies, that EACH breeding of this Dog must be approved by the Breeder in writing PRIOR to the breeding taking place. That if Purchaser fails to get approval from Breeder, regardless if breeding was on purpose or by accident, and Dog is FEMALE, Purchaser, at their sole expense, will return Dog to Breeder IMMEDIATELY and sign a lease agreement into the Breeders name for the duration of the breeding dates through to the weaning dates of the litter. Litter will be solely owned by the BREEDER and all resulting puppies are property of Breeder. Female Dog will be returned to Purchaser at Purchasers expense AFTER pups are fully weaned. In the case that this Dog is MALE or the litter is not eligible for AKC registration, a \$5000 fine is to be paid to the Breeder prior to the litters 8 weeks birthday. If Purchaser attempts to hide litter or pups(s), forges Breeders signature, falsifies any paperwork, fails to obtain Breeders signature on registration papers, fails to register a litter produced by this Dog, fails to pay money owed, or give puppies owing to Breeders, as specified, the Breeder will be entitled to liquidated damages from the Purchaser in the minimum sum of ten thousand dollars (\$10,000.00), and the parties agree the said sum is a genuine pre-estimate of the minimal damages for breach of this condition.
- F. **Sale of Dog's Offspring** - Purchaser agrees to register all the offspring with a reputable AKC approved/accepted registry in their country of residence. Purchaser agrees that ALL offspring of Dog will be sold on limited registration and with a spay/neuter contract (with all buyers agreeing to spay or neuter their dog no later than twenty four (24) months of age of age), with the exception of the pup(s) Purchaser/Breeder(s) keep for themselves, in their sole possession, ownership, and living at their

residence, and that no offspring of Dog may be sold to a show or breeding home, nor with "Full" Registration, without the permission in writing from the Breeder. All progeny with CKC MCN Numbers will further be sold with CKC Non-Breeding Agreements attached to MCN Applications. Purchaser agrees to keep Breeder and co-owners updated on the success, and health of this Dog and Dog's offspring, good and/or bad. Purchaser agrees that this Dog, nor any of this Dog's offspring, will ever be exported outside of the Purchaser's country of residence without Breeder's written consent. Purchaser agrees that Dog nor any of the dog's offspring may be sold to or through wholesale outlets, pet stores, puppy mills, or backyard breeders. Purchaser agrees that Breeder will be entitled to liquidated damages from the Purchaser, in the minimum sum of ten thousand dollars (\$10,000.00), and the parties agree the said sum is a genuine pre-estimate of the minimal damages for breach of this condition.

- G. **IF DOG IS FEMALE: Breeding Terms** - Dog will not be bred more than four times in its life time, and not back to back more than once without written permission from Breeder. Breeder has the right to purchase second pick puppy from any litter whelped by a female Dog for no more than five hundred Canadian dollars (\$500 CND), and that if the Purchaser does not keep first pick, then Breeder will be allowed to buy first pick for the above specified price. Said puppy will have the "Bellheir" prefix in FRONT of pups name, and the Buyers suffix at the end/middle at the Breeder's discretion. If in violation of these terms, Purchaser agrees to pay Breeder five thousand dollars (\$5000) in damages within 90 days of litters date of birth. Purchaser agrees that this Dog will NEVER be spayed without the Breeder(s) consent in writing unless, with veterinary letter as proof (Vet other than owner, if owner is a Vet), stating that dog's life was in immediate danger, or ordered as such (with proof in writing) by the court of law. If in violation of this term, Purchaser agrees to pay Breeder(s) ten thousand dollars (\$10000) in damages within 90 days of being spayed.

H. **IF DOG IS MALE: Breeding Terms**

Breeders Stud Rights: Breeder will receive at NO COST, stud duty (breedings) from Dog, to bitches owned, co-owned or leased by the Breeder, without limitations. Breeders will avoid having to take possession of Dog if possible, BUT Breeder will be allowed to take possession of Dog for up to two weeks if needed, for either stud duties or semen collection (chilled OR frozen), only if, the Purchaser is unable to obtain and send a viable chilled collection, or unable to make Dog available to Breeder for live breeding due to their personal scheduling issues, or to travel to vet of the Breeders choosing to have semen frozen in Breeders name. Breeder will not remove Dog from Purchaser's possession if Dog has already been entered in a conformation show, but Breeder will be given easy access to Dog during that time if needed. Breeder can choose to have semen collected and frozen from Dog in Breeders name and at Breeders expense, to be used to any bitch co-owned, owned or leased by the Breeders while Dog is alive, without limitations. After death of Dog, Breeders may sell any left over semen to outside parties at Breeder's sole discretion, and all monies exchanged, if any, belong to the Breeder. Purchaser agrees to pay five thousand dollars (\$5000) in damages and compensation to Breeder for each missed breeding that, with proof, can be proven to be the fault of the Purchaser for making Dog un-accessible to Breeder, or ten thousand dollars (\$10,000) if purchaser prevents Breeder from freezing semen from Dog, which will cause a significant loss to the Breeder, and to the Breeders lines.

Terms of Neutering: If Purchaser wants to neuter MALE Dog, prior to neuter and with agreement in writing from Breeder, Purchaser agrees to collect, freeze, and store frozen semen from Dog at their expense, and that a minimum of three of these breedings will be put solely into the name of the Breeder "Laura K. S. Shaw" who will be the owner of the semen, without any limitations. Breeders are responsible for costs to transport the semen, of the bitch to the semen, and for use of the semen. If in breach of this term, Purchaser agrees to pay Breeder ten thousand dollars (\$10000) in losses for each breach. Purchaser agrees that this Dog will NEVER be neutered without the Breeders consent in writing unless, with veterinary letter as proof (Vet other than owner, if owner is a Vet), stating that dog's life was in immediate danger, or ordered as such (with proof in writing) by the court of law. If in violation of this term, Purchaser agrees to pay Breeder ten thousand dollars (\$10000) in damages within 90 days of being neutered.

Stud Contract and Outside Stud Duties: Stud fees earned by Dog, from outside breedings (to bitches NOT owned, leased or co-owned by Breeder) are property of the Purchaser of Dog! That any stud services given by Dog to outside bitches must be accompanied by a signed Stud Contract (the "Stud Contract") obtained from Breeder, Laura K. S. Shaw, and signed by the specified parties on that Stud Contract, prior to mating and exchange of any fees, and that a copy of such Stud Contract will be sent to Breeder prior to any mating, and that if Purchaser is in violation of this term they will pay Breeder ten thousand dollars (\$5000) in damages.

- I. **Over-Exercise and Jumping** - Purchaser agrees to not allow Dog to partake in any stressful exercise until the Dog reaches at least 14 months. (i.e. jumping over elbow height, running while connected to a bike or sled) *If the above has been practiced with Dog, the Genetic Warranty is null or void.*
- J. **Weight and Nutrition** - To keep Dog at a comfortable slim weight for Dogs entire lifetime. If it is found that Dog is 10 pounds overweight, all Genetic Warrantees are null or void. If over 20 pounds overweight, this is considered neglect and abuse, and Breeder, or Breeders agent, have the right to repossess Dog. Purchaser agrees to sign all AKC registration papers of Dog into the Breeder(s) name and/or gives the AKC and any other registration bodies permission to change Dog's ownership back into the name of Dog's Breeder. Purchaser agrees to feed a dog food in which the protein content comes from animal sources and NOT from *legumes/soy/peas* nor vegetarian or vegan foods. NO puppy foods shall be fed after 16 weeks of age as this will have a permanent effect on growth.
- K. **Yearly Update and Photo** - To send at least 1 coloured photograph no smaller than 5 X 7, and a short note about the Dog to the Breeder(s), at least once a year. Can be through e-mail/text.
- L. **Returning Dog to Breeder** - ***THAT UNDER NO CIRCUMSTANCE IS THIS DOG EVER TO BE SURRENDERED TO A SHELTER, GIVEN AWAY, OR SOLD TO A NEW HOME, OR DESTROYED*** (unless dog is in incurable PHYSICAL pain with veterinary proof, or it is ordered by the court of law). That includes, but not limited to; relatives. friends, neighbours or strangers. Purchaser agrees that if Dog is not wanted, or the Purchaser is unable to provide basic care for Dog or can not keep the dog for whatever reason, it will be returned to the Breeder at the cost of the Purchaser, without any refund in any shape or form. In the event that the Purchaser should die or become physically unable to care for Dog, the ownership shall revert, and the Dog returned to the Breeder gratis. (Breeder strongly recommends that this stipulation be included in the Purchasers will along with the Breeders name, address and phone number, that the family members be informed of this stipulation and that they be given the Breeder's name, address and phone number.) The Dog is NEVER to come into *residency* with any other individual without prior written and signed consent of the Breeder. Purchaser agrees to pay to the Breeder ten thousand dollars in damages (\$10,000) for failure to return Dog to Breeder as is agreed.
- M. **Training Classes and Socialization** - To attend at least two sets (6-8 classes per set) of obedience or puppy classes with a trainer before six months of age. Purchaser further agree to socialize the Dog with new people and other new dogs, at minimum, four times a week from date of possession till one year of age, to prevent permanent damages to dogs temperament and to prevent unwanted negative aggressive or fear based behaviours.
- N. **Abuse and Neglect** - That if Dog is neglected or abused due to Purchaser failing to provide adequate food, water, shelter from the cold and/or heat, veterinary care, physical stimulation (i.e. exercise etc.), mental stimulation (i.e. playing, training etc.), and socialization, to keep Dog mentally and physically healthy, that Breeder has full right to reposes Dog and any offspring of Dog owned by the Dogs Purchaser by same. Purchaser agrees to be responsible for all costs incurred by the Breeder and Breeders agents in order to restore Dog and any offspring of Dog to a healthy physical and mental state. Purchaser agrees to pay all shipping, or travel costs to transfer the Dog and any offspring to the Breeders chosen location. Purchaser agrees to sign all registration papers of Dog and Dog's offspring owned by the Purchaser, into the Breeders name, and/or gives the AKC/registration bodies permission to change Dog's ownership and Dog's offspring's owned by the Purchaser, into the name of Dog's Breeder (Miss Laura K. S. Shaw) at the expense of the Purchaser.

- O. **General Expenses** - That all expenses incurred for the daily care, veterinary care, food, and boarding of this dog and all other fees pertaining to this dog in general are the responsibility of the Purchaser.
- P. **Place of Residence** - That Dog will reside with at least one of the Purchasers or Breeder, and will not be sent to live or board with any other person, trainers, nor show handlers, with the exception of a professional registered boarding kennel business, UNLESS otherwise agreed upon by the Breeder in writing.
1. **Fitness of Purpose** - Purchaser agrees that a “show prospect” Dog is defined as; a Dog determined on date of sale as worthy enough to compete in conformation events based on early (prior to eight weeks of age) structural and temperament evaluations, by the Breeder but that Breeder does not provide any warranty as to the Dog’s fitness for any specific purpose, including performance events, show ring performance, and/or breeding purposes. Purchaser further understands and agrees that there is a risk associated with purchasing a Dog who is young, and thus still maturing for many years, and that the Breeder will not be held liable nor accountable in any way if this Dog does not meet the Purchaser’s idea of show quality at maturity neither mentally nor physically.
- Q. **Advertisements, Media and Announcements** - That names of all Breeders and Dogs official AKC registration name in FULL, will be placed legibly on all advertisements and media, including but not limited to Facebook and other social media posts, web pages, magazine advertisements, and web advertisements that contain any passing health test, wins, titles, or competition photos of Dog posted online or in print, in which it is agreed that all Breeders shall be “tagged” and labeled.
- R. **Indemnity and Release** - If any action or failure to act on the part of Purchaser shall result in any claim, suit, loss, damage, injury, death, or liability, Purchaser agrees to defend, indemnify, and hold Breeder harmless and to pay all of Breeders costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Purchaser releases Breeder from any and all liability, costs or damages caused by the Dog after placement with Purchaser, including but not limited to damage to or destruction of property, and injury to any person.
- S. **Legal Action and Legal Fees of Breeder** - The Purchaser is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Breeder in enforcing this Contract as a result of any default of this Contract by the Purchaser. In the case of a dispute over one or more of the Terms and Conditions of this Contract, the remaining Terms and Conditions contained herein are still legal and binding unless otherwise agreed upon in writing by both parties.
- T. **Limitation of Action** - Any action or claim brought by Purchaser against Breeder(s) for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
- U. **Governing Law** - This Contract shall be governed by and construed in accordance with the laws of Ontario, CANADA.
- V. **Value of Dog** - It is understood that the courts have a hard time assessing the value of Dog and it’s training, in consideration of, it is mutually agreed that the Dog’s value will be as follows; Dog at time of Purchase is valued at the Purchase Price, as specified on this Contract, + per championship earned the value increases by one thousand dollars (\$1000), + per performance title earned the value increases by five hundred dollars (\$500).
- W. **Confidentiality** - This is a private Contract, it is agreed by the Purchaser that the terms of this Contract will not be shared with other parties outside from those mentioned herein, unless: **(I)** to a third party where the Breeder has agreed in writing; and **(II)** to the extent required by law or by the request or requirement of any judicial body.
- X. **Entire Contract** - This Contract represents the entire agreement between the parties. Breeder(s) and Purchaser have made no other agreements, promises, representations or warranties, express or implied, *unless specifically stated and included within this Contract.*

