

www.milldamcreekmas.com



Shawville, QC J0X 2Y0

## **NON-BREEDING SALES CONTRACT**

This contract is entered into between Kelly C. More – Milldamcreek Miniature American Shepherds  
(*hereafter known as the Breeder*) and:

Name(s): \_\_\_\_\_

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

Phone #(s): \_\_\_\_\_

Email(s): \_\_\_\_\_

*hereafter known as the Buyer*

### **DESCRIPTION OF THE MINIATURE AMERICAN SHEPHERD**

*Purchased by the Buyer for the sum of* \_\_\_\_\_

Puppy Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Microchip #: \_\_\_\_\_

Gender: \_\_\_\_\_

Colour: \_\_\_\_\_

Eye Colour(s): \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Initial Page

Breeder \_\_\_\_\_

Buyer \_\_\_\_\_

## BUYER AGREES TO THE FOLLOWING TERMS

*These terms are put in place for the wellbeing of the above mentioned Miniature American Shepherd*

1. Buyer agrees to provide the dog with regular veterinary care (vaccines as required, de-worming, dental care), proper nutrition (kibble that meets AAFCO requirements or balanced raw diet), water, shelter and kind treatment.
  - a. All veterinary fees are the responsibility of the Buyer. Under no circumstances will the Breeder be responsible for the cost of any veterinary services while the dog is in the Buyer's possession.  
\_\_\_\_\_ (Buyer initials)
2. **The dog is to be spayed/neutered between 8 months (*insert date*) and 14 months of age (*insert date*): altering prior to 8 months of age will VOID the Health Warranty as outlined on page 3. *This dog is not to be bred at any point in their lifetime.* Proof of spay or neuter must be provided to Breeder by the time the dog is 15 months old. This can be done by sending a scanned copy, or photo of the bill from the Buyer's veterinarian (that includes the dog's name) to [info@milldamcreekmas.com](mailto:info@milldamcreekmas.com) **If said dog produces or sires a litter before they are altered, Breeder will be entitled to monetary damages in the amount of \$10,000.**  
\_\_\_\_\_ (Buyer initials)**
3. This dog sells with Canadian Kennel Club registration on a non-breeding agreement. Buyer may choose the dog's registered name, but it *must* include the prefix "Milldamcreek". If Buyer does not select a registered name and inform Breeder of their chosen name within 30 days of taking possession of the puppy, Breeder reserves the right to choose the dog's registered name on Buyer's behalf. Breeder will provide registration papers to Buyer upon receiving proof of spay/neuter for the dog.  
\_\_\_\_\_ (Buyer initials)
4. If the Buyer for whatever reason is not able to care for the dog, the Buyer is to return the dog to the Breeder at no cost to the Breeder with all relevant paperwork (registration papers with a signed transfer of ownership, and veterinary records). ***Under no circumstances is the dog to be surrendered to a shelter or pound, or rehomed without Breeder's knowledge and assistance.*** A return agreement will be signed upon Buyer's return of the dog to Breeder. Refund amount to Buyer will be dependent on multiple factors which include but are not limited to:
  - a. the dog's age
  - b. whether the dog requires any veterinary care prior to finding a new home
  - c. whether the dog requires any training to fix behavioural issues prior to finding a new home\_\_\_\_\_ (Buyer initials)
5. Breeder makes no guarantee to the future temperament of the dog. Temperament is greatly influenced by the dog's environment (socialization & training). Breeder *strongly* recommends taking your dog to at least 2 puppy socialization or obedience classes by the time the dog reaches 12 months of age (one around 16 weeks of age, and one between 8-12 months of age).  
\_\_\_\_\_ (Buyer initials)
6. Though an estimate based on parent's mature height is given, variations in size do occur. Breeder makes no guarantee as to the mature/final height or weight of the dog.  
\_\_\_\_\_ (Buyer initials)

7. Buyer agrees to keep in contact with the Breeder by providing a yearly photo update for the life of the dog, sent to [info@milldamcreekmas.com](mailto:info@milldamcreekmas.com) or regular updates in Breeder's Facebook Group. Buyer must inform Breeder of any address or contact information changes.

\_\_\_\_\_ (Buyer initials)

## HEALTH GUARANTEE

1. Breeder guarantees that when the puppy leaves Breeder's possession, puppy is healthy and free of contagious diseases. Puppy has been examined by a licensed veterinarian, received their first set of vaccinations, and been given at least three series of worm/parasite medication.
  - a. If the puppy is found to be seriously ill with a life threatening disease, or dies from a contagious disease within 5 days of leaving the home of the Breeder, the Breeder will replace the puppy when the next litter becomes available, or give a refund of purchase price less the non-refundable holding fee.
  - b. If the puppy is not examined by a licensed veterinarian within 5 days of the Buyer taking possession the health guarantee is void.

\_\_\_\_\_ (Buyer initials)

## HEALTH WARRANTY

1. Breeder warrants the dog for two years from the time of purchase against hip or elbow dysplasia, eye defects, or other conditions proven to be genetic that prevents the dog from fulfilling its purpose as a pet. *Exceptions: Health Warranty will not apply if dog was altered prior to 8 months of age (as outlined in term 2. on page 2 of this contract).*
  - a. If the dog is found to be affected by any of the above mentioned issues, Buyer must provide copies of all medical findings to the Breeder. For hip/elbow dysplasia or eye defects this includes written certification from the Orthopedic Foundation for Animals (OFA) to support the findings. Breeder reserves the right to have the dog examined by their veterinarian. Buyer has the option to:
    - i. Keep the dog in question and receive \_\_\_\_\_ back (purchase price less non-refundable holding fee) OR
    - ii. Return the dog in question and receive a puppy of equal value when the next litter becomes available

\_\_\_\_\_ (Buyer initials)

2. Breeder does not guarantee the dog against diseases or medical conditions such as epilepsy, diabetes, allergies, parvo, distemper, parasites and the like, as they cannot be proven to be genetic in nature, and can be caused by external or environmental factors.

\_\_\_\_\_ (Buyer initials)

3. Breeder is under no circumstances responsible for any accidental death or injury to the dog once the Buyer has taken possession of the dog.

\_\_\_\_\_ (Buyer initials)

This contract is only valid while the Breeder continues to breed Miniature American Shepherds. Should the Breeder discontinue their breeding program, this contract becomes void. Breeder reserves the right to cease breeding Miniature American Shepherds at any time.

This contract is being put in place for the welfare of the dog, and the protection of both the Breeder and Buyer in order to clearly outline the terms of agreement between parties. This agreement has been mutually stipulated to have been entered into in the town of Shawville, Province of Quebec, Canada, regardless of where this agreement was signed. Both parties agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall take place in the county of the breeder's residence, and that this agreement shall be interpreted in accordance with the laws of Quebec. In the event that legal action is taken to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorney's fees and costs. This contract is binding in the Province of Quebec and is non-transferable unless agreed upon by both parties.

***I have read and fully understand the terms of this agreement***

***Buyer(s)***

\_\_\_\_\_ *Date* \_\_\_\_\_

***Breeder***

\_\_\_\_\_ *Date* \_\_\_\_\_