

CHAOYANG CHINESE SHAR-PEI

*LINDA and GLEN COSIER
32 Foxfire Chase
Uxbridge, Ontario L9P 1R4
(905) 852-1586*

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**CONTRACT OF PURCHASE AND SALE
FOR PET QUALITY SHAR-PEI**

BETWEEN:

**CHAOYANG CHINESE SHAR-PEI
LINDA AND GLEN COSIER**
(hereinafter referred to as the “Vendor”)

-AND-

(hereinafter referred to as the “Purchaser”)

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS
AGREEMENT OF PURCHASE AND SALE THE PURCHASER AND VENDOR AGREE AS
FOLLOWS:

- 1) The Purchaser residence is known Municipally as:

- 2) The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Chinese Shar-Pei dog (the “Dog”) described below upon and subject to the terms and conditions of this Agreement:

Call Name:
Litter Registration Number: Pending
CKC Registered Name: Pending
CKC Registration Number: Pending

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Microchip Number:

Colour:

DOB:

Quality:

Sire:

Dam:

Pet

Am. & CDN. Ch. Shenanigans Stone Cold

Shenanigans Baby Powder

3) PURCHASER COVENANTS

- a) The Purchaser shall pay the outstanding remainder of the purchase price of **\$1200.00 (CDN)** in cash or certified cheque upon delivery of the Dog.
- b) The Purchaser shall execute the Canadian Kennel Club (the "CKC") Non-Breeding Agreement which shall form part of terms and conditions of this Agreement. The Purchaser acknowledges that the Dog is purchased as a pet companion and agrees it shall not be used for breeding purposes. The Purchaser shall have the Dog sexually altered between the age of 6 months and 7 months.
- c) The Purchaser agrees that the ownership of the Dog will remain in both the Purchaser's and the Vendor's name until such time that written proof is provided to the Vendor, in the form of a Veterinary Certificate, that the Dog has been sexually altered. The Vendor shall retain the Certificate of Registration for the Dog until proof of the Dog's alteration by a qualified Veterinarian is received.
- d) The Purchaser agrees that it is solely responsible for all Veterinary costs associated with the care and health of the Dog from the date of this Agreement.
- e) The Purchaser shall not sell or otherwise dispose of the Dog without the prior written consent of the Vendor which shall not unreasonably be withheld. In the event Vendor consent is given the Purchaser grants the Vendor a First Right of Refusal to purchase the Dog at Fair Market Value as determined by the Vendor. The First Right of Refusal shall apply equally to any replacement dog delivered to the Purchaser under Section 5 of this Agreement.
- f) The Purchaser agrees that the Dog will at all times reside with the Purchaser in the Purchaser's home. The Purchaser will not keep the Dog outdoors, chained, or in unsanitary conditions. The Purchaser agrees to provide suitable outerwear for the Dog if it is going to be engaged in outdoor activities during the winter.
- g) The Purchaser agrees to feed only the high quality dog food recommended by the Vendor being FROMM Puppy or FROMM Adult Gold.

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- h) The Purchaser shall obtain all veterinary care necessary for the Dog to enjoy good health and assume sole financial responsibility for such care.
- i) The Purchaser agrees that no alterations or surgeries are to be done on the eyes or ears of the Dog without written permission of the Vendor and a second Veterinarian opinion given by a Veterinarian approved by the Vendor is given. The Vendor has the option to waive this condition if it is satisfied that the condition is not the result of allergic reactions.
- j) The Purchaser agrees it will not use detergents, chemical cleaning agents, Swiffer and similar products (which can lead to liver failure) in an effort to minimize allergic responses.
- k) The Purchaser shall treat the Dog with the respect and dignity throughout its life.
- l) The Purchaser shall have its Veterinarian perform a RED CONGO STAIN in an autopsy of the Dog upon its death and provide the results to the Vendor to enable it to track the presence or absence of Amyloidosis in its breeding program.

4) VENDOR COVENANTS

- a) The Vendor has registered the Kennel Name, CHAOYANG CHINESE SHAR-PEI, with the CKC and is a CKC member in good standing.
- b) The Vendor is a member in good standing of the Chinese Shar-Pei Club of Canada.
- c) The Vendor shall execute the CKC Non-Breeding Agreement and the CKC Individual Dog Registration Agreement and submit same to the CKC in a timely fashion. The Vendor shall deliver the CKC Registration Documents to the Purchaser within six months receiving payment for the Dog in full and/or notification in writing by a Veterinarian that the Dog has been sexually altered.
- d) The Vendor shall not sell the Dog if it is known not to be in good general health on the date of this Agreement. The Vendor shall disclose any known minor health issue on or before the date of this Agreement. Any such health issue so disclosed and accepted by the Purchaser shall not form part of any health guarantee granted under this Agreement.

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- e) The Vendor shall provide written proof by a qualified Veterinarian on the date of this Agreement that the Dog has had its 1st vaccinations, has been implanted with a Microchip recognized by the CKC, and has had a health examination.
- f) The Vendor has undertaken a breeding program to minimize the occurrence of health conditions inherent to the breed. In the event that the Purchaser exercises its option for a replacement dog under the terms of the Health Guarantee below, the Vendor shall make every effort to replace the Dog on a timely basis. The replacement dog may or may not be out of the Vendor's next litter at its option. Any increase in price over that paid by the Purchaser since the Purchaser must pay the date of purchase to the Vendor before a replacement is made.

5) HEALTH GUARANTEE

All veterinary expenses related to the Dog from the date of the Agreement will be the sole responsibility of the Purchaser including those associated with the guarantees under this Section 5 of the Agreement.

- a) The Vendor guarantees the dog to be in good health at the date hereof and for seven days thereafter.
 - i) The Purchaser shall have the Dog examined by a Veterinarian, at its own expense, within the seven-day period.
 - ii) Should the Purchaser's Veterinarian not find the Dog to be in good health, the Purchaser shall immediately notify the Vendor and request a full refund or replacement dog of like quality.
 - iii) The Vendor has the option to have the Dog examined by its own Veterinarian before a refund is made or a replacement offered. If the Vendor's Veterinarian finds the Dog's condition to result from the Purchaser's neglect, abuse, mistreatment, accident or general lack of care, this is null and void.
 - iv) Failure of the Purchaser to have the Dog examined by a Veterinarian within the seven-day period will invalidate this health guarantee and those in Sections 5b) and 5c) of this Agreement.
- b) The Vendor guarantees the Dog against those conditions and illnesses the Vendor considers hereditary provided they manifest themselves before the Dog has reached 24 months of age.
 - i) The guarantee under this Section 5b) of the Agreement is specifically intended to apply to only those illnesses of such severity they prevent the Dog from fulfilling its purpose as a pet or requires euthanization.

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- ii) The Purchaser, in writing, must provide the proof of a condition or illness to the Vendor by a qualified Veterinarian immediately upon learning of it and request a replacement dog of like quality.
 - iii) The Vendor, at its option, may require its own Veterinarian examine the Dog before a replacement dog is offered. If the Vendor's Veterinarian finds the Dog's condition results from the Purchaser's neglect, abuse, mistreatment, accident or general lack of care, this guarantee is null and void.
- c) The Vendor is striving to produce Shar-Pei free of Amyloidosis through a scrupulous breeding program.
- i) The guarantee under this Section 5c) of the Agreement is restricted to Amyloidosis resulting in death on or before the age of two (2) years.
 - ii) The Purchaser shall confirm, in writing, the cause of death as Amyloidosis through a RED CONGO STAIN performed in an autopsy undertaken immediately upon the death and request a replacement dog and provide such confirmation to the Vendor.
 - iii) The Vendor, at its option, may require its own Veterinarian examine the slides and the Dog's health records before a replacement dog is offered. The replacement guarantee is null and void, if the Vendor's Veterinarian finds neglect, abuse, mistreatment, accident or general lack of care, contributed to or hastened the presence/progress of Amyloidosis.
 - iv) This guarantee becomes null and void if at any time the Purchaser did not adhere strictly to a low protein diet of top quality Lamb and Rice dog food. It also becomes null and void if at any time the Dog was fed products containing beef, gluten or corn.
 - v) Further, this guarantee becomes null and void if the Purchaser continues to vaccinate the Dog throughout its lifetime after it has received its puppy vaccinations and one 3-year rabies vaccination without first having titers checked to see if it is still protected by the previous vaccine. Shar-Pei are very sensitive to environmental factors and Purchaser acknowledges being advised that over-vaccination may adversely impact the Dog's kidney and liver function causing abnormal levels of the amyloid protein leading to disease.
- 6) The Vendor expressly does not provide any guarantee in respect of ear and/or eye conditions inherent to the Shar-Pei breed.
- a) An example of an eye condition not covered by this Agreement is entropion, which may require corrective surgery.
 - b) Allergic reactions can manifest themselves in excessively itching eyes with swelling which mimic exactly entropion. Shar-Pei are known to have allergic reactions to cigarette smoke, pollen, sawdust, dust, off-chemicals from broadloom, cleaning agents, detergents and of course food with beef, gluten and corn. This is not an exhaustive list and every dog is different. Therefore, the Purchaser agrees that no alterations or surgeries are to be done on the eyes or ears of the Dog without written permission of the Vendor and a second Veterinarian opinion given by a Veterinarian approved by the Vendor is given. The Vendor has the option to waive this condition.

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- 7) The terms and conditions of this Agreement shall survive the date of this Agreement.
- 8) Both the Purchaser and the Vendor have read the Agreement, understand its contents and acknowledge receipt of same.

_____	_____	_____
Vendor	Vendor	Date
_____	_____	_____
Purchaser	Purchaser	Date