

# Eromit Labrador Retrievers

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

**Buyer's Name & Address:** \_\_\_\_\_

**Breeder:** Erin Lynes of Eromit Labrador Retrievers 4131 Schemenaur Road, Quesnel, BC V2J 6V1

**Dog Color:** \_\_\_\_\_ **Sex:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Dam:** \_\_\_\_\_ **Sire:** \_\_\_\_\_

**Tattoo:** \_\_\_\_\_ **Price:** \_\_\_\_\_

## General:

1. The Buyer may select a registered name for the dog provided it contains the kennel name Eromit and is provided to the Breeder within two weeks of the sale date. The Buyer may also elect to have the Breeder choose the dog's registered name.
2. The following are included in the sale price of the puppy:
  - Canadian Kennel Club registration papers (to be received by Buyer within 6 months of sale date)
  - Health Records
  - Current Vaccinations, De-worming and veterinary exam
  - Permanent Identification (Tattoo or Microchip)
  - Puppy Starter kit (sample of food, leash/collar, toy, blanket, and Puppy Owner's Manual).
  - Breeder Support For Life
3. The full purchase price (and any applicable delivery charges) must be received prior to (or at the time of) pickup or delivery of the dog. We do NOT accept personal cheques for final payment – e-transfer, certified cheque, money order, cash or electronic pre-payment through PayPal are the only accepted payments. A 3% fee will be added to all Paypal payments. Note- all prices listed are in CANADIAN funds. US cash is accepted at par. Applicable refunds are provided in Canadian funds.
4. This agreement, in combination with the Canadian Kennel Club Non-Breeding Agreement, constitutes the entire agreement between the Buyer and Breeder.

## Responsible Ownership:

1. The Buyer agrees to provide this dog with proper food, water, shelter, attention, exercise, and training. In addition, the Buyer agrees to abide by local bylaws concerning the responsible ownership of a dog.
2. The Buyer agrees to provide annual veterinary checkups for this dog and understands that failure to do so may void any health warrantee in this agreement.
3. The Buyer agrees to notify the Breeder of any address changes that occur throughout the life of the dog.
4. The sale of this dog is conditional upon the Breeder's maintenance of the 'Right of First Refusal'. That means that if the Buyer cannot keep this dog for any reason at any time in its life, it must first be offered to the Breeder prior to selling or rehoming the dog to any other source. The Buyer agrees that this dog will never be surrendered to a shelter or rescue association at any time. It is the Breeder's pledge that no Eromit puppy shall burden the shelter system and we will always make every effort to make sure the puppy or dog comes back to us if the Buyer cannot keep it. This is known as the Breeder's Lifetime Return Policy.

## Health Warranty:

The health warranty as per this agreement is non-transferable and applies only to the original purchaser.

1. The Breeder believes this dog to be in excellent health at the time of sale. In the case that a life-threatening or untreatable condition is discovered by a veterinarian within 72 hours of pickup or delivery, the dog may be returned to the Breeder for a full refund of purchase price. Refunds are limited to the original purchase price of the dog and do not cover veterinary costs or shipping/delivery costs.
2. The Buyer agrees to maintain the dog in good health in order to minimize the occurrence of health problems. The Buyer understands that obesity can be a serious health problem for Labrador Retrievers and agrees to maintain this dog at a lean healthy weight and to provide it with adequate, age-appropriate exercise. The Buyer understands that lack of exercise OR dangerous/over-exercise can damage joints and growth and either scenario will void the warranty.
3. The Buyer agrees that the Breeder has taken all possible precautions to produce healthy puppies, which includes preventative health testing. Verification of all testing can be provided on request or can be confirmed on the Breeder's website. The Buyer further understands that the puppy is a living creature and once it leaves possession of the Breeder, the Breeder no longer has control over its health and wellness. However, as a sign of good faith, the Breeder offers the following Warranty:
  - a. The Breeder warrants that this puppy will be unaffected by EIC (Exercise Induced Collapse), CNM (Centronuclear Myopathy), prcd-PRA (prcd form of Progressive Retinal Atrophy), RD-OSD (Retinal Dysplasia-Oculoskeletal Dysplasia), SD2 (Skeletal Dysplasia) and coat color dilution (D Locus affected) for the LIFETIME

of the dog. If this dog is found to be 'affected', in that it has carries TWO copies of the mutation causing symptoms of one of the above-named diseases, the Buyer is eligible for a full refund on the purchase price of the dog. This refund will not include taxes, shipping, delivery, veterinary fees, or any other costs. Proof of 'affected' status must be submitted in order to redeem the refund. Testing results will only be accepted by Paw Print Genetics, Optigen, University of Minnesota and/or the University of Alfort. The report confirming affected status must be submitted to the Breeder within one month of diagnosis.

- b. The Breeder warrants that this puppy will be free of Hip Dysplasia and Elbow Dysplasia until its 30<sup>th</sup> month of age. THIS WARRANTY IS CONDITIONAL:
- i) If the female is spayed prior to 14 months of age, or the male neutered prior to 24 months of age, the warranty against Hip Dysplasia and Elbow Dysplasia will be considered null and void.
  - ii) If this dog is found to be obese, or there is history or evidence of injury, malnutrition, extreme exercise or inappropriate lack of exercise, the warranty against Hip and Elbow Dysplasia will be considered void.
  - iii) Optional Warranty Extension: If the buyer elects to have hip and elbow xrays taken and submitted to the OFA prior to the expiration of their health warranty, the breeder will voluntarily extend the hip and elbow portion of the health warranty for an additional 12 months from the date of the xray. The xray results must be visible in the OFA database AND a copy forwarded to the Breeder for this extension to apply.

If the dog is diagnosed to have mild, moderate, or severe hip or elbow dysplasia by the Orthopedic Foundation For Animals prior to its 30<sup>th</sup> month of age, the Buyer will be refunded their purchase price, not including taxes, shipping/delivery fees, or veterinary costs, and minus any titling incentives already paid out. The written OFA report must be submitted to the Breeder within one month of diagnosis. The Buyer understands that the Breeder has done all possible testing to ensure that the dog will be sound but that there is no way to guarantee that dysplasia will not occur. This warranty is provided in good faith by the Breeder and the Buyer understands that the soundness of hips and elbows is more than just a combination of genetics but also is influenced by environmental factors such as body condition, nutrition, illness and injury.

**WARRANTY EXCLUSIONS:**

- a) All parts of this warranty will be considered null and void if this dog is bred prior to the reversal of the non-breeding agreement.
- b) Euthanasia of this dog prior to the written consent of the Breeder for the conditions named above (except in the case of an extreme emergency) will render this warranty VOID.
- c) The Buyer MAY return the affected dog to the Breeder but is not required to do so to claim any part of the warranty.
- d) The Breeder cannot be held liable for any genetic condition not named above. The Buyer understands that the Breeder takes all reasonable precautions to produce only healthy dogs but cannot guarantee that other types of illnesses will not present themselves.

4. The Buyer agrees to notify the Breeder of any illness or injury (occurring at any time throughout the life of the dog) suspected of being hereditary in nature. Such information is used to attempt to reduce or eliminate problems in the Breeder's future litters. No warranty shall apply to conditions not named above.

**Breeding:**

This dog is sold on a Canadian Kennel Club non-breeding agreement. This agreement is reversible any time after the dog has reached two (2) years of age and has achieved ALL the following health clearances:

- 1) OFA Hip rating of Fair, Good or Excellent
- 2) OFA Elbow rating of Normal
- 3) CERF or OFA eye exam rating of Clear (no inherited disease found) with the issuance of a certification number
- 4) DNA testing of Clear or Carrier for Centronuclear Myopathy, Exercise-Induced Collapse, prcd-PRA, RD/OSD and SD2.

In order to cancel the non-breeding agreement, the Buyer will be required to submit proof of the above testing results to the Breeder. The Buyer is responsible for the cost of reversing this agreement with the Canadian Kennel Club. The Buyer understands that the Breeder cannot guarantee the suitability of this dog for breeding purposes or any other specific purpose. The Buyer agrees never to breed this dog unless the non-breeding agreement has been reversed, and in that case, the Buyer agrees to only breed this dog to suitable registered dog of the Labrador Retriever breed who has also received a minimum of the above health clearances and so that no genetically diseased puppies will be produced. The Breeder agrees to provide education on ethical breeding practices as requested by the Buyer.

**PENALTIES:** If this dog is found to have been bred either accidentally or intentionally prior to the reversal of the non-breeding agreement, the Buyer will be fined \$5000 payable immediately to the Breeder for each act of breach of contract.

The Contract falls under the jurisdiction of the city of Quesnel, British Columbia, Canada.

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Breeder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **The Puppy Health Warranty Explained**

**If you are unfamiliar with all of the terms, our puppy health warranty (or ANY puppy warranty) can be confusing. It is not our intention to confuse you with legalese, so I have provided this document to spell out in somewhat simpler terms how it all works.**

**The health warranty portion of the purchase agreement contains 3 main parts.**

#### Part 1.

This is the warranty of general health that covers the first 72 hours with your puppy. The goal of this part of the contract is to give you a resource if your puppy is discovered to have a major untreatable type of illness that we have not noticed and has not been caught by our vet. We recommend (but do not require) that you take your puppy to the vet for a general exam during the first 72 hours to rule out any major problem. Your vet can check to make sure the puppy does not have any heart murmurs, deformities, etc that would cause concern. Of course, these are things that our vet has already checked for but you are certainly welcome to have your own personal vet double check. This part of the warranty does NOT cover issues like worms or parasites, because these are treatable conditions, however you should know that we maintain a very strict deworming and parasite prevention protocol so these issues are unlikely. That said, those are both things that you need to keep up with routinely and just because the puppy does not have worms or parasites when it leaves our property, does not mean that it can't catch them from the environment (in your yard, from a friend's dog, from feces that your neighbor's dog left on your lawn, etc). We can only control so much and do our best but the rest is up to you.

IF your vet does find something during the first 72 hours that concerns you and is beyond the realm of normal, treatable puppy, you are able to return the puppy for a full refund of the purchase price. We can not cover veterinary fees or delivery costs. But, it may ease your mind to know that we have never had a puppy diagnosed with any condition that required their return to date.

#### Part 2.

This part of the warranty covers your responsibility to ensure that your puppy is kept at a LEAN, healthy weight. Puppies should not be fat at all, being overweight is extremely hard on their growing bodies and no amount of good genetics can overcome a puppy that is too fat. Puppies need regular, moderate exercise to maintain good bone and joint strength. It can be hard to know how much is too much or too little, but this is discussed in some detail in our puppy owner's manual, and also a general overview exists on our website right here: <http://www.eromit.com/puppyguide2010-exercise.html>

Also, if you ever have any questions, we are happy to answer them for you. I want to warn you now though, that if you are visiting or sending photos and I notice that your puppy looks plump- I will tell you! Please do not be offended. I only want to ensure that your puppy has the best possible chance of living a long, healthy life and honestly, your vet is usually too nervous about offending you to be honest in this regard. Labs are very food oriented, and they really do seem hungry all the time. Hunger is not a sign that you should feed them more. They could literally eat an entire bag of dog food, and still be begging for whatever it is that you are eating! Puppies that seem especially hungry may need more mental stimulation, so feeding them out of a toy like a kong or a treat ball, which makes the meal last longer, would be a much healthier alternative to feeding them more than they require.

#### Part 3

Section 3 covers the role of genetics in your puppy's health. In part A, we discuss the LIFETIME warranty for specific conditions. We are able to offer you a lifetime warranty for Exercise Induced Collapse, Centronuclear Myopathy, precd-form of Progressive Retinal Atrophy, Retinal Dysplasia-Oculoskeletal Dysplasia, and Skeletal Dysplasia 2. We are able to offer this because these conditions are COMPLETELY preventable with genetic testing of the parents. There are no environmental factors that cause these specific conditions. The first 2 conditions named above are neuro-muscular disorders. The later 2 are eye diseases. The genetics of these conditions are such that a puppy would need to get a 'mutated' (bad) gene from each parent in order to have the symptoms of the disease. That means that if one parent is tested and has no bad genes to pass along, then none of the puppies in the litter could ever have the disease. So, in reality, the fact that you can always view at least one parent's 'clear' (normal, no bad genes) test results, is your REAL guarantee that your puppy will be safe from these conditions. Tell all your friends- never buy a Lab puppy from a breeder who doesn't do these tests, these diseases are common but are completely 100% preventable!

Part B of the section 3 discusses your puppy's hip and elbow warranty. This part of the warranty is conditional because YOUR actions DO have an impact on whether or not your puppy ends up with either condition. Good genes help, but genetics are not the whole story here.

There are 3 things that can be done to prevent hip and elbow dysplasia. The first is one us- we make sure each parent dog is tested and certified as not having the conditions themselves. We also make sure they come from healthy family histories. But, even with terrific genetics like this, there is still a 5-10% chance that a Lab puppy (the odds are higher in some other breeds) could get hip or elbow dysplasia. What you can personally do to make sure your puppy has the lowest odds possible make up the other 2 controlling factors. They are

a) Do not spay or neuter your puppy before he is done growing. This is new research that most vets don't know yet, but if you get your puppy fixed before 14 months of age (females) or 2 years (males), their odds of getting hip or elbow dysplasia (and many other long term health issues) goes WAY up. Because of this, our health warranty for hips and elbows is conditional. That means if you do choose to get your puppy spayed or neutered before the minimum age for their sex, you lose the hip and elbow part of the health warranty. We will not force you to make a decision either way, because we understand that, especially in the city where there are rules about taking your dog to daycare, dogparks, etc, you may need to consider having your puppy fixed sooner than ideal. BUT healthwise, this is not the best idea so just keep in mind that the risk goes up and your hip/elbow warranty ends if your puppy is fixed before 14 months for girls and 24 months for boys.

b) Keep your dog healthy! This means keep him lean as previously discussed, feed him a good quality food, give him regular age appropriate exercise, and visit your vet at least once a year. Annual vaccines are no longer recommended (every 3 years is considered the norm now, or longer depending on your vet and jurisdiction), but annual health checkups are a must.

### **Optional Extended hip and elbow warranty:**

This is a new option that we are offering.

You may extend your dog's hip and elbow warranty by 12 months IF you elect to have their hips and elbows xrayed and certified by the OFA. These xrays must be done during your valid warranty period. This means, that if you decide you really must spay or neuter your puppy earlier than 14 months of age for whatever reason, the xrays must be taken no later than the date of the surgery. This is actually a benefit to you for two reasons, and to me the breeder in one way.

For you, if in the unlikely event that your puppy does have a hip or elbow problem, you will know very early on, and can deal with it before symptoms arise. Also, you will get your full purchase price refund. The second benefit to you is that we will extend your puppy's health warranty by a year- so for example, if you get your male puppy neutered at 8 months and have his x-rays taken on the same day, we would extend his hip and elbow warranty to 20 months of age. Without the xrays,

your warranty would end that day because you chose to neuter him prior to 24 months old as directed in the contract.

So- why would we do this? Two reasons. A) The information provided by hip and elbow xrays is very beneficial to the Labrador breed (for breeders AND puppy buyers). If your puppy is discovered to have a problem, we will then know that we should not repeat that breeding combination, and may need to investigate further to see if any siblings have problems. If your puppy's xrays are normal, then we know we are on the right track. B) sometimes waiting to neuter/spay your puppy is not the most responsible choice due to the risk of an accidental breeding- and with this option, you are able to extend your warranty and can feel a little more comfortable if you need to make that decision.

You should know that as long as your puppy's health warranty is current, this extension option applies. So if you get your puppy neutered at 28 months of age, and get the xrays done at the same time, we would extend your warranty to 40 months of age! The extension always applies from the date of the xray. Xrays do not have to be done at the same time as a spay/neuter procedure UNLESS you are opting to have your puppy fixed earlier than 14 months. The cost is usually greatly reduced if you do both at the same time, so that is one reason we recommend doing the two procedures together.

The cost of having hip and elbow x-rays done can vary from \$200-\$500 if done on it's own (not at the same time as spay and neuter). This is your choice to have it done or not, and doing so would be at your expense. If you need help finding a vet in your area that is qualified and willing to do xrays at an affordable price, please let me know and I can help track one down for you. There is a special form that you need your vet to fill out at the time of xray so let me know if you need a copy of it. Usually if they are done at the same time as a spay or neuter, the cost is only an extra \$100-\$200.

We hope that this helps you better understand your puppy's health warranty. Everything outlined here is an aim to ensure that a) the puppy is well taken care of b) you, the buyer are covered, as much as we reasonably can, in the event that things do not go well and c) we the breeder have provided you with a sense of what we can and can't control, and the limitations of our warranty and why they exist.

As always, please ask if you have any questions!