

EROMIT LABRADOR RETRIEVERS PUPPY PURCHASE AGREEMENT

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. The Breeder reserves the right to refuse name choices that reflect poorly on the dog or kennel.
2. The following are included in the sale price of the puppy:
 - Canadian Kennel Club registration papers (to be received within 6 months of the date of sale)
 - Health Records of all applicable vaccinations, de-worming and veterinary exams
 - Permanent Identification (Tattoo or Microchip)
 - Puppy Starter kit (sample of food, leash/collar, toy, blanket, and Puppy Owner's Course). - Breeder Support For Life
3. The full purchase price (and any applicable taxes) 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 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, containment 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. Any conditions affecting this puppy, known to the breeder at the time of sale, have been disclosed. 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 warrantees 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 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 and symptomatic concerns must be submitted in order to redeem the refund. Testing results will only be accepted by Paw Print Genetics, Canine Health Check, Embark, 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 30th 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) This dog should be provided with a surface of acceptable traction in areas where it trains, exercises and spends most of its time. It is generally accepted that slippery surfaces are a large contributor to dysplasias and should be avoided in growing and working dogs. 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 30th month of age, and without having broken any conditions above, the Buyer will be refunded one half of their purchase price, not including taxes, shipping/delivery fees, or veterinary costs. . 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, environmental conditions, 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 specifically named above.

Breeding:

This dog is sold on a 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, with copies provided to the Breeder.

- 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 heritable conditions 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: _____