

## Non-Breeding Companion Contract

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Breeder (Marie & Jessica Van Iderstine) represent: This dog is registered with the American Kennel Club (AKC) on a LIMITED NON-BREEDING REGISTRATION. The AKC registration certificate will be sent to you directly from AKC. The dog is healthy at time of sale. A health certificate has been provided at time of sale. We recommend that you have a stool sample checked on your first veterinary visit even though your puppy has been wormed.

Do not vaccinate this puppy within 10 days of purchase, should he/she be vaccinated within 10 days of purchase all guarantees will be VOID.

This dog is being sold as non-breeding (pet) quality, as a companion dog only and is not to be used for breeding. The buyer is to provide written proof of the spay/neuter immediately following the surgery. Your puppy needs to be spayed/neutered between 10-15 months no sooner than 10 months and no later than 15 months old. This dog will not be used for breeding, if said dog produces a litter it is breach of contract.

If written proof of spay or neuter is not received prior to the puppy reaching 15 months of age all health guarantees shall be void and it is considered breach of contract.

Buyer agrees:

This dog is to be free from life threatening hereditary and or life threatening congenital defects to twenty four (24) months of age, provided he/she has had proper nutrition, environment, exercise, grooming and veterinarian health maintenance. This guarantee does not include temperament as many factors including improper training or lack of obedience training and socialization, which can adversely affect temperament.

Should a serious medical problem arise, a copy of all veterinary records must be forwarded to the breeder immediately (within 5 days of onset) including vaccination records. We do not recommend annual vaccinations after the first annual DHP, Parvo booster which is due at 16 months of age. It has been documented by the veterinary colleges that every 3 years is sufficient immunization. Titer testing is much safer and we recommend you discuss this option with your veterinarian. We do not vaccinate for Leptospirosis, due to the possibility of a severe reaction to the vaccine itself. Please read the article in the binder regarding Leptospirosis and discuss with your veterinarian. Giving the vaccination would be at the buyers' discretion. Breeder is not responsible for adverse reactions to any vaccines or treatment administered by the owner or veterinarian, including but not limited to, heartworm, wormer or flea medications.

Should the buyer wish to return this dog for a life threatening medical condition the buyer shall furnish a written diagnosis prepared by his/her Veterinarian and a second diagnosis will be required from the breeder's veterinarian. The buyer must present this dog to the breeder's veterinarian for an exam, the cost of both exams to be paid for by the buyer. If the findings of these Veterinarians show the dog to have a life threatening hereditary or congenital defect, the breeder will replace the dog with a puppy from the next available litter or refund the purchase price at breeder's discretion. The dog must be returned in person to the breeders' home and not shipped.

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The breeder is to be notified within 5 days of onset should any unusual health problems occur, or upon the dog's death. Buyer is responsible for providing a safe environment, containment and conscientious care for this dog, including regular veterinary supervision. The buyer is responsible for cost of all veterinary care.

Should the buyer at any time during the dog's lifetime be unable to keep this dog in their home, the buyer will contact the breeder and return the dog to the breeder. No compensation will be made to the purchaser for the return of the dog at any age. All contracts, AKC registration (signed for transfer), health records, microchip (including authorization of microchip transfer) and/or other documentation will be returned with the dog. The dog must be returned in person to the breeders' home and not shipped. Any placement of this dog other than returned to the breeder will be considered breach of contract.

Buyer agrees:

Since all dogs shed, produce dander & saliva in some varying degree. The amount of the allergenic protein present can trigger a reaction in a sensitive person, there for we do not guarantee against family members having an allergic reaction to this dog.

Buyer is to inform breeder immediately of any change of address or telephone number.

Buyers agrees to **NEVER** tie out (Ex rope, chain, wire) said dog. Buyers agree to **NEVER** use a prong collar or electric (E) collar on said dog (unless being trained for electric fence) if this occurs all guarantees are void and dog must be returned to breeder immediately and no compensation will be given.

The breeder requires the buyer to do the Canine Good Citizen class and obtain a Canine Good Citizen Title Certificate, this certificate must be obtained by 12 months of age and forwarded to the breeder. The breeder will give the buyer \$100 rebate back once the certificate is received. The certificate MUST be received by the 1 year birthdate of your puppy.

Buyer agrees:

The breeder also strongly encourages the buyer to attend Obedience and Socialization group classes (this is 2 separate classes) for this puppy starting at 4-6 months of age and to be completed by 12 months of age. In person, puppy socialization group class and basic obedience group class (not puppy class) are required by the Seller, (These classes should be 6-8 weeks each class. Seller recommends in person obedience training be continued when older, as necessary. The buyer will NOT send this puppy away for training, any/all training will be done with buyer present, if puppy is sent away for any training and not done in person by buyer then it is considered a breach of contract.

I acknowledge a copy of the NYS Lemon law was posted at time of purchase and also a written copy has been provided to me at time of purchase. Buyer further agrees that should a problem arise by congenital defect or veterinary rendered unfit for sale it will be returned for a refund of the purchase price. Buyer will return the dog in person within 5 days of the veterinarian stating the dog is found unfit for sale. Along with the dog, all paperwork given at time of purchase, AKC registration papers and a letter of authorization for transfer of the microchip including the microchip number will also be returned to breeder.

No modification or amendments to this agreement shall be valid unless signed by both buyer and breeder. Both parties must initial any strikeouts or insertions. Buyer acknowledges breeder has made no other warranties or representations than those which are specifically set forth in the agreement. Buyer (including any member of buyers family (immediate or extended family members) agrees not to defame, disparage or demean breeder(s) in any manner whatsoever. This agreement shall be interpreted in accordance with the laws of New York State. Buyer agrees to appear in Erie County in New York State where breeder resides for any breach of contract pursued in court. Any breach of this contract shall result in a \$5000 penalty and immediate return of dog to breeder (with no compensation given to buyer and all paperwork to be to put in breeders name with a signed release form) and Buyer shall bear all legal expenses incurred by breeder. This contract consists of two (2) pages.

Signed: Buyer:	Date		
Breeder: Almar Lagotto	Date		