

Comar

BEDLINGTONS AND WHIPPETS

COMAR KENNEL INCORPORATED
2 ORCHARD AVENUE, 237 HIGHLAND STREET
HALIBURTON ONTARIO K0M 1S0

THIS AGREEMENT made the _____ day of _____.

BETWEEN:

Comar Kennel Incorporated
(hereinafter called the "**Breeder**");

AND

(hereinafter called the "**Purchaser**").

WHEREAS:

1. The puppy _____ (the "**Puppy**"), a Whippet, has been sold to the Purchaser on the _____ day of _____, 2022.
2. The Puppy is being sold as a [] show prospect [] companion.
3. The Puppy has the following description:
 - a. Sex: [] Male [] Female
 - b. Colour: _____
 - c. Microchip: _____
 - d. Date of Birth: _____
 - e. Sire: _____
 - f. Dam: _____
4. The Purchaser agrees to pay, in full, the sum of \$ _____ (the "**Purchase Price**") to the Breeder on or before the day of pick up, being _____ (the "**Date of Pick Up**").

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions set out in this Agreement, the Purchase Price, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Breeder and Purchaser (hereinafter referred to together as the "**Parties**") hereby agree as follows:

1. The Breeder will take the Puppy to Haliburton Vet Services Professional Corporation, a licensed veterinarian, to have wellness checks performed prior to the Date of Pick Up at the Breeder's expense. During these wellness checks, the Puppy will receive the following vaccines: 1-DAPPv Nobivac (Distemper, Parainfluenza, Adenovirus, Parvovirus), Wormer - Strongid at 2, 4, 6, and 8 weeks, and Wormer - Baycox 3 doses at 8 weeks.
2. The Breeder will have a hearing examination performed on the Puppy by Dr. Susan Cochrane of VEC, to ensure that the Puppy has normal hearing prior to the Date of Pick Up.
3. The Breeder will give the Puppy and its veterinarian records to the Purchaser on the Date of Pick Up after full payment is made to the Breeder. The Puppy will be delivered to the Purchaser in healthy condition, and with sound temperament to the best of the Breeder's knowledge.
4. The Purchaser will provide all care necessary to the Puppy as a pure-bred dog of top quality, and specifically, will at all times provide the Puppy with adequate nutrition, shelter, veterinary care, training, socialization, and anything else that may be required to ensure the physical and emotional wellbeing of the Puppy.
5. The Breeder will provide a limited thirty six (36) month health guarantee to the Purchaser which will begin as of the Puppy's date of birth, and such terms are outlined in Schedule "A" to this Agreement (the "**Health Guarantee**").
6. To qualify for this Health Guarantee, the Purchaser **must** have the Puppy examined by a licensed veterinarian within fourteen (14) days of the Date of Pick Up at their expense. If for any reason the Purchaser is not satisfied with the Puppy, they may return it to the Breeder at their own expense within this fourteen (14) day period for a full refund, less fees associated with transferring the registration of the Puppy back to the breeder, as listed by the Canadian Kennel Club in their most current memorandum of fees. This refund will be paid to the Purchaser after all Canadian Kennel Club documents necessary to transfer the Puppy to the Breeder have been executed. No refunds will be given if the Puppy is being returned due to an accident or injury.
7. The Purchaser may not, under any circumstance, sell, donate, co-own, re-home, foster, destroy, or in any way part with the Puppy for a period of longer than one (1) month, without the express written consent of the Breeder.
8. Should the Purchaser be unable to care or house the Puppy, the Purchaser shall return the Puppy to the Breeder. The Purchaser will not receive any refund or remuneration for the purchase price, or reimbursement of any expenses the Purchaser has paid for the Puppy, and shall execute all Canadian Kennel Club documents necessary to transfer the

Puppy to the Breeder, at the Purchaser's expense. The Breeder reserves the right to re-home the Puppy at its discretion.

9. If the Breeder determines that at any time during the Puppy's life it is being abused, neglected, mishandled or mistreated in any way by the Purchaser, the Purchaser will return the Puppy to the Breeder **immediately upon written request**, and the Breeder will become the sole owner of the Puppy. The Purchaser shall execute all Canadian Kennel Club documents necessary to transfer the Puppy to the Breeder at the Purchaser's expense, and the Purchaser will receive no refund or payment for the Puppy.
10. If the Purchaser is buying the Puppy as a companion as indicated in page one of this Agreement, the Purchaser will spay or neuter the Puppy on or before it reaches twenty four (24) months of age, unless express written consent of the Breeder has been provided to the Purchaser. The Purchaser agrees that the Puppy will not be spayed or neutered before eighteen (18) months of age unless medically necessary and with the express written consent of the Breeder. In the event of a medical emergency requiring the sterilization of the Puppy prior to 18 months of age, the Health Guarantee is waived and deemed invalid at the time of sterilization.
11. If the Purchaser is buying the Puppy as a companion as indicated in page one of this Agreement, the Puppy **must not** be bred in any form, either naturally or with veterinarian assistance, without the express written consent of the Breeder. Should the breeding of the Puppy occur in any way, either intentionally or accidental, a penalty of \$1,000.00 CDN per puppy born will be paid to the Breeder at the time of birth.
12. If the Purchaser is buying the puppy as a show prospect, as indicated in page one of this Agreement, the Purchaser will not breed the Puppy without the express written consent of the Breeder. The Puppy is to be sold in a co-ownership arrangement and the Purchaser and Breeder will execute the Co-Ownership Agreement included as Schedule "B" to this Agreement.
13. This Agreement shall be deemed to have been made and shall be construed, in accordance with the laws of Canada and the Province of Ontario, and the Parties attorn to the jurisdiction of the Ontario Superior Court of Justice with respect to any dispute or matter relating to the enforcement or interpretation of this Agreement.
14. The Parties represent and warrant that they have read this Agreement and understand its terms, and that they have been provided this Agreement with the full opportunity to obtain independent legal advice and that this Agreement is entered into voluntarily.
15. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be held invalid and/or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term

of provisions to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. Notwithstanding any other provision in this Agreement or any applicable statutory provisions, the Breeder shall not be liable to the Purchaser for general, special, incidental or consequential damages or damages for loss of use arising directly or indirectly from any breach of this Agreement, fundamental or otherwise or from any tortious acts or omissions of the Breeder or anyone in law the Breeder may be responsible for, and in no event shall the liability of the Purchase exceed the value of this Agreement, being the purchase price.
17. The Purchaser agrees to pay all costs and expenses (including legal fees on a solicitor and client basis) of the Breeder incurred with respect to any proceedings taken for the purpose of enforcing the rights and remedies of Breeder.
18. It is agreed and understood that there is no representation, warranty, collateral term or condition affecting this Agreement for which the Breeder can be held responsible in any way, whether such representations, warranties, collateral terms or conditions be contained in any sales material, other than as expressed in this Agreement and the attached Schedules in writing.
19. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, legal representatives and assigns. Neither this Agreement nor any rights or obligations hereunder shall be assignable by any party without the prior written consent of the other party hereto. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.
20. If there are two or more Purchasers named in this Agreement, their obligations shall be both joint and several.
21. This Agreement may be executed electronically, and/or in separate counterparts and transmitted by facsimile or such similar device, and the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals.

IN WITNESS WHEREOF the parties have set their hands and seals as of the date and year first above written.

[Signature page to follow]

SIGNED, SEALED AND DELIVERED

Breeder:

Comar Kennel Inc.

Per: Christopher O'Mara
Title: Director
I have authority to bind the Corporation

Purchaser:

WITNESS

Print Name: _____
Address: _____
Email: _____
Phone Number: _____

Witness Name:
Witness Address:

**Schedule "A" -
HEALTH GUARANTEE**

All of the Breeder's puppies are bred from dogs who have been examined by board certified ophthalmologists and cardiologists. They have a generational history of good health and long lives. The puppies are hand reared, socialized and stimulated from birth.

In the event of a **genetic** health concern arising in the first thirty six (26) months of life, the Breeder guarantees that it will, at the Purchaser's option:

- (1) Accept the Puppy to be surrendered back to the Breeder for a full refund of the purchase price.
- (2) Replace the Puppy with a puppy from the Breeder's next breeding, or as soon as a suitable puppy becomes available from the Breeder.

To qualify for this Health Guarantee, the Purchaser **must** have the Puppy examined by a licensed veterinarian within fourteen (14) days of the Date of Pick Up at their expense.

To confirm that the condition is genetic, the Purchaser shall have the Puppy examined by a licensed veterinarian of their choice and at their expense, and a report must be provided to the Breeder. The Puppy will then be examined by a licensed veterinarian of the Breeder's choice and at its expense, and a report is to be provided to the Purchaser.

This Health Guarantee only applies to genetic health defects of the eyes, heart, and profound deafness in either ear. These are the areas of genetic health that the Breeder can screen its breeding stock for, and as such are able to warranty.

The Purchaser must feed the Puppy, at all times, a quality age appropriate dog food. The Purchaser must not feed the Puppy a boutique or grain free food, a biologically inappropriate, a vegetarian food, or a diet containing PEAS, LENTILS, CHICKPEAS, SWEET POTATOES, or REGULAR POTATOES, or any dog food that includes these as an ingredient. Any feeding of a food with these ingredients will render the Health Guarantee null and void unless express written permission from the Breeder is given. **EVEN IF RECOMMENDED BY YOUR VETERINARIAN FEEDING FOODS CONTAINING THE ABOVE LISTED INGREDIENTS WILL RENDER THE HEALTH GUARANTEE NULL AND VOID.** The Puppy may also be fed a BALANCED RAW DIET and the Breeder is available to guide the purchaser in feeding a balanced raw diet if requested. The Breeder recommends that the Puppy be fed Royal Canin (specifically medium puppy and medium adult), Purina Pro Plan Sport, or Eukanuba Sport.

The Breeder may, at any time, request UPC codes and dated receipts of the food purchased for the Puppy, in the event the Purchaser proceed with one of the options provided under this Health Guarantee. Therefore, the Purchaser is advised to keep dated copies of these records.

The Purchaser also agrees not to administer oral flea/tick medications such as Bravecto or Simpirica. Any use of these oral flea/tick medications on the Puppy at any time will void the Health Guarantee. The only acceptable flea/tick medications under this Health Guarantee are K9 Advantage/Advantix/Advantage Multi, and Revolution.

The Purchaser also understands that failing to provide adequate cardiovascular exercise and failing to maintain adequate athletic condition of the dog will void the Health Guarantee.

Signed on : _____

Name: _____

Purchaser

Breeder