

ECHO VIEW DALMATIANS (PERM. REG'D)
SALES AGREEMENT & GUARANTEE

Part 1 of 2

Please read and understand the following contract
All information must be provided

Print Clearly

BUYER (S): _____

ADDRESS: _____

CITY: _____ **PROV:** _____ **CODE:** _____

CKC MEMBERSHIP # _____
(if applicable)

HOME PHONE #: _____ **CELL #:** _____

E-MAIL: _____

CONTACT NAME # 1 (Family): _____ **PHONE #:** _____

CONTACT NAME # 2 (Friend): _____ **PHONE #:** _____

PURCHASE PRICE: \$2500.00 plus GST

(price may be adjusted to reflect potential increases up until a deposit is paid. After receipt of deposit the price on this signed contract will be locked in)

Circle preference

Male Female No Preference Black Liver No Preference LUA HUA No Preference
Although we strive to deliver your preference we are unable to guarantee it to be such. _____
(initial here)

THIS DALMATIAN IS SOLD UNDER THE TERMS OUTLINED IN (CHECK ONE OF THE FOLLOWING)

- SECTION 1-A -- SHOW/BREEDING STOCK
- SECTION 1-B -- PET/PERFORMANCE/COMPANION

Echo View Dalmatians guarantees this puppy to be free from any and all hereditary defects that would render it unsuitable as a companion dog for 2 years.

This DALMATIAN is purebred, the pedigree is correct to the best of the breeders knowledge, and given at the time of sale, and this Dalmatian will be registered with the Canadian Kennel Club and the registration papers, transferred into the purchaser's name(s), will be provided by the breeder after all said conditions are met. The health of this Dalmatian is excellent to the best of our knowledge and belief at the time of sale. This Dalmatian has had the appropriate inoculations as stated. If this Dalmatian is being shipped into the U.S.A all prices for puppies are in USD (deposit, balance and cost of a shipping crate (buyers expense) If traveling by air a health certificate signed by a licensed veterinarian must accompany the Dalmatian will be provided at no additional cost. **(shipping charges and/or transportation costs are the responsibility of the purchaser.)**

1. **HEALTH GUARANTEE:** At the expense of the buyer, this Dalmatian must be taken to a licensed veterinarian for a thorough examination within **seven (7) days** upon receiving the Dalmatian, and a signed statement from the veterinarian as to the Dalmatian's condition must be sent to ECHO VIEW KENNELS within ten (10) days of the examination. If shipped by air, a signed statement from the veterinarian as the dog/bitches health condition must be sent to ECHO VIEW KENNELS within **fourteen (14) days** of the examination. **FAILURE TO DO SO WILL RELIEVE ECHO VIEW KENNELS OF ALL LIABILITY.** If this Dalmatian is found to be ill on this examination, ECHO VIEW DALMATIANS must be notified immediately and the Dalmatian returned to ECHO VIEW KENNELS at the buyers expense within 48 hours with a signed, dated statement from the veterinarian on the Dalmatian's health conditions.

ECHO VIEW DALMATIANS agrees to a refund or replacement with the following conditions:

A. Replacement with a Dalmatian of equal quality if available at the time.

B. Full refund of purchased price at the discretion of the seller. *N.B. (All shipping charges and or transportation costs are non-refundable and the responsibility of the purchaser.)

2. **TEMPERAMENT:** Should the buyer question the temperament of this Dalmatian the buyer must notify ECHO VIEW DALMATIANS within **48 hours** of receiving the Dalmatian. If necessary, the Dalmatian may be returned to ECHO VIEW DALMATIANS at the buyer's expense for evaluation. Unless the ECHO VIEW DALMATIANS deem the temperament problem to be the result of improper handling (teasing or other abuse) by the purchaser, family members or his agents, the seller will refund the purchase price, minus the deposit.

3. **RESALE:** Should the buyer, at any time throughout the Dalmatian's life, be unable to keep the Dalmatian in question, ECHO VIEW DALMATIANS must be notified and reserves the first option to take the Dalmatian back into ECHO VIEW DALMATIANS ownership, accompanied by its appropriate registration papers, for the price of one (1) dollar. If the buyer decides to exercise this option, Echo View Dalmatians will either:

A. Decide to keep the Dalmatian for their breeding program, in which case, Echo View Dalmatians will refund the purchaser an amount to be negotiated at that time, which will not exceed the original purchase price as noted above.

B. Decide on the basis of condition, conformation and temperament, to alter the Dalmatian (if not already performed) and place it in a pet home, will refund the purchaser an amount to be negotiated at that time, which will not exceed the original purchase price as noted above.

C. Resell the Dalmatian to a suitable home, in which case all expenses incurred will be deducted from the selling price and the difference refunded to the original purchaser.

D. If Echo View Dalmatians does not want the Dalmatian for their own program and knows of someone who may be interested in the Dalmatian at that time, and approves on this new home, Echo View Dalmatians will provide this person with the name, address and phone number of the present owners, so a personal contact and other arrangements can be made without intervention by Echo View Dalmatians. The buyer will transfer the Dalmatian to the new owner who has been approved by the Echo View Dalmatians. Such approval will not be unreasonably withheld, on condition that the new owner agrees in writing to be bound by the provisions of this contract, including the non-breeding contract, if applicable and all other terms of this contract.

Further, the new buyer agrees that ECHO VIEW DALMATIANS reserves the first option to take the Dalmatian back into their ownership, accompanied by its appropriate registration papers signed by the buyer(s). This Dalmatian will never be sold or given to any retail or wholesale place where dogs are sold or resold to the public, nor to any research institution where experimental practices take place.

E. Lastly, if no new home can be found for the Dalmatian, the purchaser must deliver the Dalmatian to ECHO VIEW DALMATIANS, accompanied by its appropriate registration papers, with signed transfers. Echo View Dalmatians will become responsible for the Dalmatian and the price to be agreed upon at that time.

1-A: SHOW/BREEDING STOCK – Please ask for breeding contract.

SHOWING: If this Dalmatian is purchased for the purpose of breeding and/or showing, the buyer must undertake to maintain the Dalmatian in show condition, including but not limited to regular and proper exercise, socializing, bathing, grooming and proper diet. The Dalmatian may be placed on a co-ownership agreement with Echo View Dalmatians. If the Dalmatian has not earned its title as CHAMPION, the Dalmatian must be shown to its championship within 2 years of purchase date. If the purchaser is unable to finish the DALMATIAN, then a Professional handler must be hired to exhibit the DALMATIAN through to the DALMATIANS championship at the owners expense. Upon completion of the Dalmatian's championship the additional breeding contract will be implemented.

THE BUYER AGREES THAT IF USED IN ANY BREEDING PROGRAM, THE DALMATIAN WILL BE SO USED TO BEST SERVE TO PROTECT AND PRESERVE THE BEST QUALITIES OF THE BREED. IT IS NOT TO BE USED ON DALMATIANS WHO CARRY DISABLING OR DISQUALIFYING FAULTS, AND THE BUYER AGREES THAT ANY PUPPIES PRODUCED BY THE DALMATIAN WILL NOT BE SOLD, PLACED OR GIVEN TO ANY PET SHOP OR ANY RETAIL OR WHOLESALE PLACE WHERE DOGS ARE SOLD OR RESOLD TO THE PUBLIC, NOR TO ANY RESEARCH INSTITUTION WHERE EXPERIMENTAL PRACTICES TAKE PLACE.

1-B: PET COMPANION

This Dalmatian is sold as pet/companion/performance quality only and cannot be used for breeding purposes because:

Please **initial** each condition as read and understood.

- 1) the dog may possess one or more major and/or disqualifying faults [redacted]
- 2) the buyer understands that their chosen puppy may be BAER tested unilateral. (deaf in one ear) [redacted]
- 3) the buyer promises to never use the Dalmatian for breeding purposes. [redacted]
- 4) the buyer understands that if purchasing a puppy this DALMATIAN must attend at least one (1) set of puppy socializing class, and one (1) pet obedience classes and a copy of the certificate from the training center must be forwarded to the Echo View Dalmatians. [redacted]

If Echo View Dalmatians and/or agent(s) determines by ANY means that the Dalmatian is 1) not being suitably cared for; 2) if the buyer fails to honor any or all agreed upon contract/conditions 3) the Dalmatian might be or has been mentally and/or physically mistreated; 4) that this contract has **not** been fulfilled by specified dates, Echo View Dalmatians and/or agent(s) reserves the right to take back full possession of the Dalmatians along with properly signed by buyers CKC transfer papers/registration, without compensation no matter the location of the Dalmatian. Echo View Dalmatian and/or agent(s) opinion is the ONLY authority required to justify this action. Testimony of other people will not supersede the Echo View Dalmatian and/or agent(s) judgement on this matter. Under such circumstances, all warranties are then void.

VIOLETIONS OF THIS CONTRACT WILL ENTITLE ECHO VIEW DALMATIANS TO \$2,500.00, THE RETURN OF THE DALMATIAN PLUS ALL LEGAL FEES IN LIQUIDATED DAMAGES.

I have read and understand the Sales Agreement and Guarantee – Legalities part 2.

Initial here. [redacted]

WE/I THE UNDERSIGNED, AGREE TO THE ABOVE CONDITIONS OF SALE:

PURCHASER	DATE
WITNESS	DATE
ADDRESS	PHONE
SELLER/ BREEDER/CO-OWNER (ECHO VIEW DALMATIANS)	DATE