



**KD's Kennels
Kerry & Dee Nichols
6570 Smiley Ferry Road
Grady, AL. 36036
334-562-3801
E-mail: KdsKennels@hotmail.com**

This contract is made and signed this _____th day of _____ by and between Dee A. Nichols, aka KD's Kennels, (hereafter known as breeder) and _____ (hereafter known as purchaser).

BREEDER hereby sells a purebred Nova Scotia Duck Tolling Retriever of _____ sex, AKC litter registration number _____, sired by _____ and out of _____ . The following terms and conditions are agreed and understood by both purchaser and breeder.

GUARANTEE

BREEDER guarantees that the above-described dog is a purebred Nova Scotia Duck Tolling Retriever, registerable with the American Kennel Club. A copy of the pedigree, a health record, the blue AKC registration slip, this contract/guarantee and general information on the breed, parents and puppy will be given to the purchaser.

This puppy is in sound body and good health at the time of sale. There has been no known exposure (except in the vaccines) to disease including parvovirus or coronavirus.

For this guarantee to be valid the Purchaser must take this puppy to a licensed veterinarian within **five (5) days** of possession date for a health check. The pup may be returned to the Breeder, at the Purchaser's expense, within ten (10) days of receipt and obtain a full refund of the purchase price, without interest, or, at Breeder's option, a replacement, if one is available, if:

A. A licensed veterinarian finds this puppy to be unhealthy when examined during the prescribed time period, the cause of which is attributed to the Breeder or

B. this puppy's temperament or appearances are found to be unsuitable by the Purchaser.

Purchaser shall be solely responsible for any and all fees and expenses charged by the Purchaser's veterinarian and for any examination/treatment performed by the Purchaser's veterinarian.

Breeder guarantees the puppy for health, soundness, hereditary disease, temperament and working ability. Hips are guaranteed to obtain a satisfactory rating from OFA, eyes are guaranteed to CERF clear of hereditary defects until age 4 (excluding cataracts caused by age or injury).

The following medical conditions are covered by this guarantee. Other conditions, not listed here, may be covered as well. Upon notification from a veterinarian, breeder will be happy to discuss compensation for other illnesses that may possibly be hereditary.

A. HIP DYSPLASIA i.e. Failure to be certified fair or above by the Orthopedic Foundation for Animals. The x-rays must be taken and examined between the age of two and three years old. PLEASE NOTE - IT IS THE PURCHASER'S RESPONSIBILITY to maintain the dog in normal weight from time of purchase to the time of hip evaluation. If the dog is found to have been in a continuous overweight condition this guarantee is null and void. Weight during this period of growth puts a great deal of stress on the hip joints and can induce hip dysplasia. A good rule of thumb is to run your hands along the ribs. If you can feel bones with slight pressure but the bones are not prominent, the dog is in good weight. Breeder reserves right to re-xray the dog and send to OFA for reevaluation.

B. Hereditary eye disease including but not limited to PRA, or cataracts, resulting in a failure to be certified clear between eight weeks and 7 years by the Canine Eye Registry Foundation. The puppies are from an A to A breeding/ A to B breeding/ A to C breeding, therefore the resulting puppies are with 99.5% accuracy will be either a DNA type A or DNA type B. This means they will never develop PRA (Progressive Retinal Atrophy).

Breeder agrees to give advice to the purchaser whenever needed.

Breeder agrees to the following compensation for completion of titles (copies of diploma or titles received):

\$25.00 for any of the following:

- Working Certificate
- Junior Hunter
- Companion Dog
- Tracking Dog
- Senior Hunter
- Working Certificate Excellent
- Companion Dog Excellent
- Tracking Dog Excellent
- Master Hunter
- Utility Dog

\$50.00 rebate for spaying/neutering said dog.

PURCHASERS AGREEMENT

Purchaser agrees to pay a total purchase price of \$1,200.00 at or before the time of transfer of registration. If other payment arrangements are made, then transfer of registration will occur when payment in full has been received.

Purchaser agrees to use the kennel name of KD's as the prefix to the dog's registered name and to choose a name in keeping with the theme for that litter. The theme for this litter is _____. That means that somewhere in the name the word _____ must appear. As an example, the puppy I am keeping will be named _____. The call name you decide on for your puppy can be anything you like – it does not have to have anything to do with the registered name.

Purchaser agrees to take proper safeguards for the care and comfort of the dog sold herein. Including but not limited to, a fenced yard, adequate feeding & veterinary care, daily exercise, proper socialization with people and other animals and agrees to keep this dog in the house with the family. During the time that human supervision cannot be constant, a safe and sensible confinement in the form of a suitably sized crate will be provided.

Purchaser agrees the dog will not be confined away from the family in an outdoor run or on any type of tie out, left loose & unattended in the backyard or crated for periods longer than a normal workday. Purchaser also agrees the dog will not be neglected or mistreated in any manner at any time. The sole judge of these environmental conditions shall be the Breeder.

Purchaser agrees to make the puppy part of the family unit and will train the dog to at least be manageable and under verbal control as an adult dog. Purchaser agrees that when dog is transported it will be crated or in a seat belt type of restraint for it's own safety. Purchaser agrees that puppy will NEVER be allowed to ride in the open bed of a pick up truck.

This puppy shall not be used for purposes of vivisection (animal experimentation) and shall not be sold by or through any commercial or wholesale establishment, any pet store, or animal welfare group, or be offered as a prize at a raffle or auction or in any situation where there is little or no control of the animal's future.

The Purchaser agrees to always provide necessary medical attention to this puppy; this puppy shall be kept current on vaccinations and necessary medications, as recommended by a registered veterinarian. It is recommended that Interceptor Heartworm protection be maintained for the lifetime of the puppy and that Frontline Flea and Tick protection be used monthly as well. Your puppy will have received his first dose of Interceptor prior to you picking him up.

Purchaser shall notify the Breeder of any change of address or phone number within 120 days of such change, to enable the Breeder to address any problems the Purchaser may have with the dog.

Purchaser shall notify the Breeder if the dog receives any titles. In addition, the Breeder shall notify the Purchaser if either parent of said dog obtains additional titles.

Purchaser has the option of having their dog x-rayed for hip dysplasia between the ages of 24 and 36 months. This x-ray must be sent to the Orthopedic Foundation for Animals (OFA) for evaluation. The Breeder must be notified of the results of the OFA rating within 60 days of receiving the report. The purchaser shall pay all costs - hip x-ray and patella evaluation is usually between \$60.00 and \$100.00. I ask that you provide me the results so that I can monitor the results of my breeding program.

Purchaser has the option of having the dog's eyes examined by a member of the American College of Veterinary Ophthalmologists and the results sent to the Canine Eye Registration Foundation Inc. (CERF). The eyes should be examined and results sent to CERF a minimum of every two years. Purchaser agrees not to breed this dog.

This puppy is being sold on a spay/neuter agreement and limited registration so that it will not be used for breeding and Purchaser agrees to have this puppy neutered before reaching the age of one year old.

If, for any reason, Purchaser wishes to sell this dog, Breeder retains right of first refusal. This condition being met, if Purchaser sells this dog to a third party. Purchaser shall furnish such third party with a copy of this contract, notify third party of all terms and obligations, and provide Breeder with name, current address, work & home phone numbers and date of sale. If Purchaser chooses to return the dog to Breeder under the terms of this contract, Purchaser agrees to complete the transfer of AKC registration within 60 days. Purchaser also agrees that all expenses of the transfer and return of the dog, including travel, will be solely the responsibility of the Purchaser unless other arrangements have been made. If a replacement puppy is desired, cost for shipping of replacement puppy will be paid by the purchaser. Breeder reserves the right to refund purchase price rather than replace a pup.

Both parties (Breeder & Purchaser) agree that the damages suffered by Breeder in the event Purchaser violates the terms of this agreement would be difficult to ascertain and/or calculate. Further, both parties recognize that in the event Purchaser breeds said dog without Breeder's prior written consent that Purchaser should be penalized and Breeder should be compensated for loss of reputation and good name. Therefore, both parties agree that if Purchaser breeds said dog without Breeder's prior written consent and, if any direct offspring of said dog are registered with the AKC or sold in violation of this agreement, Purchaser shall pay Breeder, as liquidated damages, the sum of \$1250.00 for each member of said dog's direct issue. Additionally, in the event either party prevails in any legal action to enforce this agreement, said party shall be entitled to recover from the other party all costs and disbursements of suit, including, but not limited to reasonable attorney fees.

Purchaser agrees that, upon the death of this dog, regardless of age, prompt notice of date and cause of death be sent to Breeder.

It is recommended, but not required, that Purchaser become a member of the Nova Scotia Duck Tolling Club of America for at least one year.

The above contract dated this day _____ has been read and fully understood by both parties, and both parties agree to the terms herein.

Signature of Breeder

Signature of Purchaser

Purchaser's full name (Please Print)

Address

City ST Zip Code

Home Phone Work Phone

Email Address

KD's Kennels
NOVA SCOTIA DUCK TOLLING RETRIEVERS
Kerry & Dee A. Nichols
6570 Smiley Ferry Road Grady, AL. 36036
Home 334-562-3801

WEBSITE: <http://www.kdskennels.com>

E-MAIL: kdskennels@hotmail.com