# NON-BREEDING & SALES AGREEMENT WILDGOOSE NORWICH TERRIER (Vsn 17 April 2021)

#### SECTION 1: NORWICH TERRIER IDENTIFICATION

Registered Name. The kennel prefix "Wildgoose" will be placed on the beginning of this Norwich Terrier's Kennel Club registered name. The Norwich Terrier identified hereunder, shall be hereafter known as "the dog".

| W | I | L | D | G | 0 | 0 | S | Е |  |  |  |  |  |  |  |  |  |  |  |
|---|---|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|
|   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |

| Sire: | Dam: Wildgoose |
|-------|----------------|
|       |                |

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_

Colour:

Microchip number: \_\_\_\_0000000000000000\_\_\_\_\_

### SECTION 2: BREEDER AND PURCHASER DETAILS

| Breeders, hereafter known as "the Breeders":  | Purchaser(s), hereafter known as "the Purchaser": |
|---|---|
| Corinne Folger and Victor Sattler<br>Newport News, VA USA<br>(757) 316-7111<br>E-mail: wildgoosenorwich@mac.com |   |

### SECTION 3: TERMS OF SALE

- 3.1 The purchase date for this dog is \_\_\_\_\_.
- 3.2 Purchaser agrees to pay the Breeders <u>\$US 5,500.00</u> as the purchase price of the dog.
- 3.3 A non-refundable deposit of <u>\$US 1,000.00</u> is due to the Breeders once the dog is two weeks old. The balance is due by e-transfer, certified cheque or cash to the Breeders no later than on the purchase date (at pick-up).
- 3.4 It is the responsibility of the Purchaser, in consultation with the Breeders, to make arrangements for the pick-up of the dog from the Breeders.

### SECTION 4: WILDGOOSE GUARANTEE

3.5 **Health**. The Breeders guarantee the dog at the date of delivery to be to the best of their knowledge, in good general health and free from communicable diseases

as verified by our veterinarian on \_\_\_\_\_, when the microchips were inserted.

- 3.6 **Temperament**. The Breeders guarantees the dog to be of stable temperament and as outlined by the American/Canadian Kennel Club Norwich Terrier written breed standard.
- 3.7 **Vaccinations**. The Breeders agree to provide the Purchaser a written record of the Norwich Terrier's vaccinations and de-worming program on the day the dog is picked-up.
- 3.8 **Identification by Microchip and Registration**. The dog has an implanted microchip for its unique identification. The litter is registered with the American or Canadian Kennel Club by the Breeders and the individual puppies will be registered with the American or Canadian Kennel Club 30 days after the purchase date listed in paragraph 3.1.
- 3.9 **30 Day Return Policy**. The Breeders will give a refund to the Purchaser (less non-refundable deposit and all associated costs of return transportation i.e., airfare, fuel, travel meals, accommodation, etc., that will be borne by the Purchaser) for any reason within thirty (30) days of the original purchase date of the dog.
- 3.10 **Debilitating Congenital Defect Two Year Guarantee**. If, within the first two years of the dog's life, the dog is diagnosed by the Purchaser's veterinarian as having a severely debilitating congenital defect that, in the Breeder's opinion, prevents the Purchaser's dog from serving them as a companion pet, upon presentation of a written diagnosis from said veterinarian, the Breeders may provide medical expenses not to exceed the original purchase price agreed above, or a replacement Norwich Terrier of equal value, the choice of which is to be determined by the Breeders. Once the dog reaches two years of age, the Breeders do not assume any liability for veterinary bills or any related expenses resulting from any health condition.
- 3.11 **Lifetime Return Policy**. As long as Wildgoose Norwich Terriers remains as a registered business, if the Purchaser for any reason feels he/she can no longer keep their dog, it will be accepted back. It is understood and agreed, that if purchasers can no longer care for the dog, the dog will be returned to the Breeders. The registration papers must be signed over to the Breeders on return.

### SECTION 5: PURCHASER'S AGREEMENT

- 5.1 The Purchaser agrees to:
  - 5.1.1. familiarize themselves and understand the nature of the breed of dog they purchased from the breeders;
  - 5.1.2. house the dog indoors, as its primary housing;
  - 5.1.3. provide a securely fenced area adjacent or near the Purchaser's home for the dog to play and exercise in. The dog is not to be tethered and left

alone;

- 5.1.4. keep this dog confined and under control (i.e., must not be allowed to run at large);
- 5.1.5. provide daily physical exercise for the health of the dog;
- 5.1.6. provide all routine, preventative and emergency veterinary care as required and recommended by the Purchaser's licensed veterinarian;
- 5.1.7. provide a premium nutritious diet to maintain a healthy life;
- 5.1.8. provide good and reasonable care including weekly grooming;
- 5.1.9. seek basic dog obedience training no later than the dog being 9 months of age (the sooner the better); and
- 5.1.10 notify the Breeders of any change of address within 30 days of that change.
- 5.2 **Initial Health Check**. It is *recommended* that the Purchaser take this dog to a licensed veterinarian of his/her choice for a health check within 72 hours of receipt of the dog, at the Purchaser's expense. This will offer the Purchaser peace of mind that they have purchased a healthy puppy. Should the dog be determined to be in ill health, the cause of which is clearly attributable to the Breeders, the dog may, upon presentation of written diagnosis from said veterinarian to the Breeders, be returned for a refund of the purchase price or, pending availability, for another Norwich Terrier of equal value, the choice of which is to be determined by the Breeders. The Purchaser's veterinarian's diagnosis shall be subject to confirmation by a different veterinarian chosen by the Breeders.
- 5.3 In the event a replacement Norwich Terrier is warranted all transportation costs (i.e. airfare, mileage, travel meals, accommodation etc.,) incurred by the Breeders will be borne by the Purchaser.
- 5.4 **Non Breeding Agreement**. The Purchaser agrees that this dog is being sold under a Non-Breeding Agreement as a family companion, not for breeding purposes. This dog is not to be bred under any Kennel Club rules or those rules of any other registry. Rescinding the Non-breeding Agreement requires the consent of both the Breeders and the Purchaser. If this dog is bred and/or produces a litter the Purchaser is responsible to the Breeders for breach of this contract and agrees to pay damages to the Breeders. Purchaser agrees that if the ownership of this dog is transferred that the non-breeding contract remains in effect.
- 5.5 **Spay / Neuter**. Considerable research in recent years has gone into the reproductive health of dogs. Studies on early spay or neutering now reveal that this can be more harmful than preventative in terms of both health and behaviour. Nevertheless, this dog is sold with the condition it is not to be used for breeding. Consult your veterinarian but do your own research first. We *recommend* the following protocols in the best interest of your dog's health.

- 5.5.1. **Males** We do not insist on neutering. If you don't believe the findings of the new studies then we recommend a vasectomy vice castration. If you insist on neutering wait until the dog is 18 months old.
- 5.5.2. **Females** Females are not to be spayed until at least 14 months of age. Ideally, as a minimum, females should have two heat cycles. At the latest, females should be spayed at five years old.
- 5.6 **Disposing of the dog**. Should the Purchaser decide at any time to sell, give away, or otherwise dispose of this dog, the dog must be returned to the Breeders, at no cost to the Breeders. The Norwich Terrier is not to go to any person, society, institution, shelter or rescue. The Purchaser further agree to complete and return to the Breeders the dog's Kennel Club registration with the "Application for Transfer of Ownership" completed in the breeders' names.
- 5.7 It is agreed that if this dog is seized by any Society for Prevention of Cruelty to Animals or other humane or animal control facility due to alleged cruelty, neglect or the like, where these claims are proven, the Purchaser acknowledges the Breeders full and indisputable right to immediately reclaim the dog into the Breeders exclusive ownership and care without compensation to the Purchaser. Similarly, the failure of the Purchaser to comply with the care, welfare or placement of this dog could result in the return of the dog by the Purchaser to the Breeders without reimbursement of the original sale price of the dog.

## SECTION 6: DATE, DECLARATIONS AND SIGNATURES

- 6.1 The Breeders neither makes nor implies any warranties or guarantees express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the Breeders and the Purchaser with respect to this sale.
- 6.2 This contract is non-transferable and becomes void if the dog is the dog is disposed of by the Purchaser.
- 6.3 This agreement is hereby entered into in Newport News, Virginia, between the Breeders and the Purchaser. Any legal disputes will be heard in this jurisdiction.
- 6.4 We, the undersigned, have read, fully understand and agree to the terms and conditions of this contract.

Breeders:

Purchaser(s):

Victor Sattler

Corinne Folger