

Non Breeding CONTRACT

Breeder Information

Marsh's Miniature American Shepherds

Jade Marsh, Phone #782-414-1959

Christopher Marsh, Phone # 902-670-3999

marshsmas@gmail.com

Website: www.marshsmas.ca

1865 Highway 1 RR#1

Kingston, NS, Canada

BOP 1R0

Facebook: www.facebook.com/marshsmas

**Above hereinafter referred to as "Breeder"*

Buyer/Owner Information

Buyer(s) Name(s)	
Mailing Address	
City, Province, Postal Code	
Phone	
Email	

**Above hereinafter referred to as "Buyer"*

Dog Information

Sire		Registration #	
Dam		Registration #	
DOB		Microchip #	
Sex		Registration #	
Coat		Eye Colour	
Markings			
Sold As	PET ONLY, NOT TO BE BRED, SOLD WITH LIMITED REGISTRATION		

**Above hereinafter referred to as "Dog"*

Adoption Date	
Total Price	

Breeder Signature	
Buyer(s) Signature(s)	

7 Day Health Warranty - All Marsh's MAS puppies/dogs should have a physical examination performed by a Licensed Veterinarian within 7 days of ownership. Your dog's next veterinarian appointment is due between:

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If the **Buyer** or Licensed Veterinarian has any health concerns, please call us: **782-414-1959**

1. If the dog is found to have a pre-existing health concern or abnormality that was undisclosed prior to sale, the dog may be returned to the **Breeder** for a 100% refund.
2. Proof of diagnosis must be provided to the **Breeder** within 3 days of diagnosis for the **Buyer** to be eligible for the refund.
3. The dog must be brought back with all their original paperwork for the **Buyer** to be eligible for the refund.
4. If the **Buyer** has formed a strong bond with the dog within those 7 days and wishes to keep said dog, the **Breeder** agrees to pay up to \$200.00 in Veterinary bills. Monies returned for Vet fees do not include: the general health checks, de-worming, stool samples, flea preventatives, vaccines, accidents, etc and will only include fees for further testing and treatments, including medication.
5. The **Buyer** agrees to take full responsibility for all Veterinary bills and transportation fees within the 7 days, unless the **Breeder** agrees otherwise.
6. The **Buyer** understands that we do not guarantee against parasitic worms, coccidia or giardia.

Breeder Signature	
Buyer(s) Signature(s)	

30 Day Compatibility Warranty- Adopting a dog should be a life-time commitment. The Buyer agrees to have researched the Breed thoroughly before adoption. In an extreme case, where the **Buyer** does not want to keep said dog, the **Buyer** may bring the dog back to the **Breeder** for a 50% refund.

1. The dog must be brought back within 30 days of leaving Marsh's MAS, for the **Buyer** to be eligible for the refund.
2. The dog must be brought back with all original paperwork for the **Buyer** to be eligible for the refund.

Breeder Signature	
Buyer(s) Signature(s)	

Genetic Warranty 1- Marsh's Miniature American Shepherds are warranted to be free of Hip/Elbow Dysplasia and Patellar Luxation until the dog reaches 3 years of age.

1. Hip Dysplasia: Radiographs of the hips must be taken by a Licensed Veterinarian and radiographs sent to OFA, resulting in a grade of: Mild, Moderate, or Severe.
2. Elbow Dysplasia: Radiographs of each elbow must be taken by a Licensed Veterinarian and radiographs must be sent to OFA resulting in a grade of 1, 2, or 3.
3. Patellar Luxation: Physical examination of the patellas must be performed by a Licensed Veterinarian and results must be sent to OFA, resulting in a grade of 1, 2, 3 or 4.
4. Dog's full medical history will be given to the Breeder and permission to speak to the Dog's Veterinarian will be granted.
5. This guarantee is null and void if the cause of Hip/Elbow Dysplasia or Patellar Luxation is found not to be genetic, determined by a Licensed Veterinarian.
6. No monies are refunded.

If the **Buyer** would like a replacement dog:

7. The **Buyer** would be responsible for filling out a new Puppy Questionnaire and a new Deposit Contract with a \$500.00 Deposit Fee. This fee helps cover the basic rearing fees associated with the first 10 weeks of life of the replacement dog.

8. The new dog will be chosen by the **Breeder**, when one becomes available that matches the **Buyers** needs as soon as possible.

Breeder Signature	
Buyer(s) Signature(s)	

Genetic Warranty 2- Marsh's Miniature American Shepherds are warranted against the following Genetic Eyes Diseases for the dog's Entire Life: HSF4 (Hereditary Cataracts) PRA- PRCD (Progressive Retinal Atrophy- Progressive Rod Cone Degeneration) and CEA (Collie Eye Anolomy).

1. If said dog is found to be affected with one of the eye conditions listed above, the **Buyer** is to notify the **Breeder** within 30 days with proof of diagnosis to qualify for a replacement dog.

2. Diagnosis must be made by a Licensed Veterinarian Ophthalmologist or blood/ cheek swabs sent to organizations such as Optigen and Animal Genetics.

3. The **Breeder** may request a second opinion by a Licensed Veterinarian of the **Breeders** choosing, and at the **Breeders** cost.

4. No monies are refunded.

If the **Buyer** would like a replacement dog:

5. The **Buyer** would be responsible for filling out a new Puppy Questionnaire and a new Adoption Application with a \$500.00 Application Fee. This fee helps cover the basic rearing fees associated with the first 10 weeks of life of the replacement dog.

6. The new dog will be chosen by the **Breeder**, when one becomes available that matches the **Buyers** needs as soon as possible.

Breeder Signature	
Buyer(s) Signature(s)	

Spay/Neuter and NON-Breeding Agreement

1. **Buyer** agrees NOT to spay or neuter said dog until they are at least 1 year of age.

2. If the dog is altered before the age of 1, the Genetic warranty for Hip/Elbow Dysplasia and Patellar Luxation will become Null and Void.

3. Females: Any female dog sold with Limited Registration, that is bred, will become the immediate property of the **Breeder**.

Males: Any male dog sold with Limited Registration, that is found held at stud, will become the immediate property of the **Breeder**..

4. If the said dog is not returned to the **Breeder**, **Buyer** will be charged \$5000.00 and will be expected to appear in small claims court in the **Breeders** current County and Province to enforce this contract.

5. Buyer will be charged \$5000.00 for every litter produced by said dog and will be expected to appear in small claims court in the **Breeders** current County and Province to enforce this contract.

Buyer(s) Signature(s)	
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Return Policy

1. If, for whatever reason, and at any time the **Buyer** finds it necessary to part with the dog, the **Buyer** agrees to contact the **Breeder**. The Breeder will have first right to ownership at NO COST.
2. Regardless of the reason said dog is returned, there is no refund and if said dog is being returned for a reason other than something genetic, there is no compensation of any sort available.
3. All transportation fees are the sole responsibility of the Buyer.
4. Under no circumstances shall the dog be placed in a new home without the written permission from the Breeder.
5. If the said dog is found living somewhere else, without the **Breeders** written permission, the **Buyer** will be charged \$2500.00 and will be expected to appear in small claims court in the **Breeders** current County and Province to enforce this contract.

Buyer(s) Signature(s)	
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Please make sure you read through all pages of this Sales Agreement and realize what is expected from any owner of a dog from Marsh's Miniature American Shepherds.

1. The **Buyer** and **Breeder** agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall be in the county of the **Breeders** residence and that this agreement shall be interpreted in accordance with the laws of the province of Nova Scotia. In the event that legal action is taken to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorney's fees and costs. This contract is binding in the province of Nova Scotia and is non-transferable unless agreed by both parties.
2. The **Buyer** agrees to have read, understood and agrees to all aspects and conditions of this agreement to its full entirety.

Breeder Signature	
Date	
Buyer(s) Signature(s)	
Date	

