

# Non Breeding CONTRACT

## **Breeder Information**

Marsh's Miniature American Shepherds

Jade Marsh, Phone # 902-526-0134

Christopher Marsh, Phone # 902-670-3999

marshsmas@gmail.com

Website: www.marshsmas.ca

568 Big Farm Road

Baddeck, NS, Canada

BOE 1B0

Facebook: www.facebook.com/marshsmas

*\*Above hereinafter referred to as "Breeder"*

## **Buyer 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 #	
Litter		Eye Colour	
Coat			
Sold As	<b>PET ONLY, NOT TO BE BRED, SOLD WITH LIMITED REGISTRATION</b>		

*\*Above hereinafter referred to as "Dog"*

Adoption Date	
Total Price	

\*Payments can be made using E-money transfer or PayPal. We also accept cash.

## **General Responsibilities-**

1. The **Buyer** agrees to send picture updates of the dog for at least the first year of ownership.
2. The **Buyer** agrees to update the **Breeder** of any change in contact information.
3. The **Buyer** agrees to contact the **Breeder** when the dog eventually dies.

**Breeder** email: marshsmas@gmail.com phone # 902-526-0134

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, at the **Buyers** expense.  
Your dog's next Veterinarian appointment is due between:

--

If the **Buyer** or Licensed Veterinarian has any health concerns, call us immediately: 902-526-0134

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 2 days of diagnosis to be eligible for the refund. There is no refund for accidental injuries or death caused by neglect or abuse.
3. The Licensed Veterinarian must deem the dog healthy before giving the dog any vaccines. There is no refund for a dog who has been vaccinated. The dog should not be vaccinated before addressing the health concern.
4. The **Buyer** agrees to take full responsibility for all Veterinary bills and transportation fees within the 7 days, unless the **Breeder** agrees otherwise.
5. The **Breeder** does not guarantee against fleas, parasitic worms, coccidia or giardia.

**3 Year Genetic Health Warranty -** All Marsh's Miniature American Shepherds are warranted to be free of any genetic disorder or inherited defect until the dog reaches 3 years of age.

1. Hip Dysplasia: Hip radiographs must be sent to OFA for diagnosis, resulting in a grade of: Mild, Moderate, or Severe.
2. Elbow Dysplasia: Elbow radiographs must be sent to OFA for diagnosis, resulting in a grade of: 1, 2, or 3.
3. Patellar Luxation: Diagnosed by a licensed Veterinarian with results sent to OFA, resulting in a grade of 1, 2, 3 or 4.
4. Genetic Disorders: Any genetic disorder (not disclosed during sale) must be diagnosed by a Licensed Veterinarian (Ophthalmologist for eyes, Cardiologist for heart) or through a DNA test with Paw Print Genetics.
5. The dog's full medical history will be given to the **Breeder** and permission to speak to the dog's Veterinarian will be granted by the **Buyer**.
6. 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.
7. **Buyer** has the option for a refund: total purchase price minus the deposit fee = \$\_\_\_\_\_

Health Disclosure-
--------------------

3 Year Genetic Warranty expires on	
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. 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.
2. **Buyer** agrees to not breed said dog. **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.
3. If there is an accidental pregnancy, please contact us. Without penalty, the dog will come here to whelp and rear the litter. The dog would then be spayed (at **Buyers** expense) before being returned to **Buyer**.

**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. Under no circumstances shall the dog be placed in a new home without the written permission from the **Breeder**.
3. If the said dog is found living somewhere else, without the **Breeders'** written permission, the **Buyer** will be charged \$2,500.00 and will be expected to appear in small claims court in the **Breeders** current County and Province to enforce this contract.
4. If the **Breeder** rehomes the dog, they will reimburse the **Buyer** 50% of the rehome fee. Otherwise there is no refund.
5. All transportation fees associated with the return are the sole responsibility of the **Buyer**.

**Legal Contract**

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.
2. The **Buyer** agrees to have read, understood and agrees to all aspects and conditions of this contract to its full entirety.

Breeder Signature	
Buyer(s) Signature(s)	
Date	

Welcome to the Marsh Family!