

# BACKCOUNTRY

## Bernese Mountain Dogs

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### CANADIAN PURCHASE CONTRACT

Agreement between the Breeder, Wendy L Bennett and the purchaser(s), \_\_\_\_\_, on the acquisition of this dog, a \_\_\_\_\_ Bernese Mountain Dog, born \_\_\_\_\_, identified by microchip # \_\_\_\_\_ located between the withers the sum of \$ 2500.00.

The **Purchaser(s)** agrees to the following stipulations as written and confirms his/her agreement by initialing each page and signing the document on page 4.

1. This dog will be raised to the best of the Purchaser(s) ability, ensuring that this dog receives all the necessary inoculations and the preventative health care, including an annual examination by a veterinarian, as well as good quality dog food/nutrition throughout the dog's life. This dog will be maintained in good physical condition, will not be over-exercised, or allowed to become overweight.
2. It is understood and agreed to that the puppy herein described is being sold as a house pet and family companion and is NOT to be left OUTSIDE unattended or to be left outside for long periods of time in poor weather including rain, cold, snow, extreme heat, etc. The buyer agrees NEVER to tie the puppy/dog as a means of confinement, instead to use adequate fencing preferably a large area for him/her to run and exercise or daily leash walking. The dog will never be allowed to run at large. Failure to meet these requirements will result in removal of the dog by the Breeder with no reimbursement.
3. Buyer agrees to remain the owner(s) of this puppy/dog, and that the dog will remain in there direct care for the life of the puppy/dog. If at any time the Buyer wish to sell or dispose of this dog in ANY way, the breeders must be informed and given first option to re-acquire this dog for a reasonable price, not to exceed the original purchase price. The breeder will also assist the buyer in placing this dog if, at any time, the buyer can no longer keep this dog and the breeder does not wish to acquire it as above. Breeder must also be given first option if this dog is ever offered for lease. The terms/conditions of this agreement will be extended and also apply to ANY new owners. **In the event of unauthorized transfer of this dog as described in section #3, the buyers shall pay to Backcountry Bernese Mountain Dogs, a fee of \$5000.00 plus any and all expenses related to the recovery of the dog and any veterinary treatment he/she may require.**

Initials:  
Breeder \_\_\_\_\_ Buyer \_\_\_\_\_

4. Buyer agrees that this puppy or any of its offspring will NEVER be given, sold, or donated to a pet store, research facility, auction, puppy mill, "backyard breeder", or any other inhumane organizations/persons. In addition, BUYER agrees NEVER to breed this puppy or let him/her be bred to any dog used for purposes connected to pet stores, research facilities, puppy mills, "backyard breeders", or any other inhumane organization/person. Also, the buyer agrees to NEVER lease, loan, give, sell or in any other way relinquish this puppy, his/her breeding rights or abilities or any of his/her offspring to any inhumane organization/persons such as, but not limited to, the aforementioned. It is hereby understood by ALL PARTIES that any breach of any of the above stated conditions at any time will allow the BREEDER the right to immediate possession and legal ownership of this puppy/dog, and the BUYERS will relinquish ALL rights and entitlement to him/her including but not limited to the purchase price.
5. Purchaser agrees to indemnify, defend, and hold Breeder, its affiliates and agents, harmless from and against, any loss, cost, liability, claim, expense, penalty or fine, including reasonable attorney's fees, arising out of the ownership of the dog.
6. If at any time during the life of said puppy/dog, it becomes known, or determined to have been used for ANY illegal use, neglected or abused BREEDERS will immediately investigate, and upon conclusive proof of such circumstances will confiscate said dog, and ownership will revert to BREEDER.
7. Buyer agrees that all information given to the breeder is true and accurate. Buyer realizes that puppies/dogs are a commitment and that "they" are the CARETAKERS OF & RESPONSIBLE FOR the wellbeing of the animal for the rest of its life.
8. The Buyer(s) have purchased this dog on a **CKC NON-BREEDING contract**. If the buyer(s) breed this dog, the breeder will remove the dog, and ownership will revert to the Breeders, with no reimbursement.  
**If this happens a fine of \$2000.00 per puppy will be imposed.**
9. Buyer(s) agree to have this dog spayed or neutered before one year of age, unless buyer(s) make an agreement for the health of the dog to keep them intact longer or complete a show/breeding contract.
10. Buyer(s) agree to have this dog's hips and elbows x-rayed and sent for evaluation with OFA at a minimum of 8 months or up to 24 months at time of spay/neuter.
11. Buyer(s) agree to have this dog's eyes checked by a canine Opthamologist at least once when they are over 1 year of age. And preferably once every 2 years for the life of the dog.
12. In the unfortunate event of the dog's untimely death the owner agrees to have a full post mortem done by a pathologist at their expense and share the results with the Breeder for entry into Berner Garde as well as her records.

Initials:  
Breeder \_\_\_\_\_ Buyer \_\_\_\_\_

The **Breeder** agrees to the following stipulations as written and confirms his/her agreement by signing below:

1. The breeder confirms that both the Sire and Dam of this puppy are currently certified clear of hip and elbow dysplasia and heart defects, clear of Von Willebrands Disease and Degenerative Myelopathy either by DNA or clear by parentage and free from inherited eye diseases as of the last CERF exam, and are in sound physical condition. Copies of all reports will be provided.
2. This dog is micro chipped, has been given first inoculations and de-worming, and will be registered individually with the Canadian Kennel Club at the Breeder's expense. The Purchaser(s) will be provided with the registration papers, which transfer this dog into the Purchaser(s) ownership at no charge at the earliest possible time.
3. This puppy was checked by a veterinarian on \_\_\_\_\_ and was found to be in good health at that time. The Purchaser(s) veterinarian should examine the puppy within 48 hours of removal from the Breeder's premises, especially important in cases where this puppy has traveled a great distance or has been shipped. The Breeder does not guarantee puppies that are injured during shipping or transportation. The breeder will not be responsible for any vet bills, or any other related expenses.
4. The Breeder guarantees that if the Purchaser(s), are not satisfied with this puppy within the first ten days after removal from the Breeder's premises, the purchaser(s) may return the dog at the purchaser(s) expense, providing this dog is in the same condition as a the time of purchase. This guarantee includes simple dissatisfaction with or unsuitability of this dog, or death or illness from any health condition deemed to have been present before removal of the dog from the Breeder's premises, confirmed by written documentation from a qualified veterinarian describing the problem. If a replacement puppy is not available or desired at the time of return, full refund of the purchase price only will be given immediately.
5. The Breeder further guarantees that this dog will be replaced should any hereditary defects appear that would: result in death of the dog; require euthanasia of the dog or; interfere with the quality of life of the dog (as determined by a veterinarian of the Breeder's choice).
  - Hip /Elbow dysplasia (as certified by a board certified radiologist)
  - Epilepsy or seizures which are not controllable with medication,
  - Sub-valvular aortic stenosis (as diagnosed by a veterinary cardiologist)
  - Progressive Retinal Atrophy (as diagnosed by a veterinary ophthalmologist)

Initials:  
Breeder \_\_\_\_\_ Buyer \_\_\_\_\_

The Purchaser(s) must provide the Breeder with a copy of the veterinarian's /specialist's written diagnosis. The Breeder reserves the right to have the dog examined by a veterinarian/specialist of choice before any decision to perform surgery or euthanasia. If surgery or euthanasia is performed with reference to any of these defects without prior consultation and authorization by the Breeder, the Purchaser(s) waives all rights to the aforementioned guarantees and is responsible for all costs. The only time this would not be enforced is in life threatening situations.

This guarantee is null and void if this dog has been abused, allowed to become overweight' has been over-exercised; or has not received proper nutrition and health care as recommended by the Breeder.

If this dog is eligible for replacement, the following shall apply:

-If the Purchaser(s) retain this dog, and the defect is of a nature not to cause undue pain or suffering to the animal (such situation to be determined by a veterinarian of the Breeder's choice); purchaser(s) will be provided with a replacement dog under the same contract at one half the normal purchase price, plus any shipping costs, from the next suitable litter. If no replacement is available or desired within one year, one half of your purchase price will be returned to the purchaser(s), not to exceed the veterinary costs applicable to the defect involved. Purchaser(s) will be responsible for any future costs incurred due to the defect.

-If the Purchaser(s) return this dog to the Breeder for placement or disposal as the Breeder sees fit, Purchaser(s) will be provided with a replacement dog under the same contract at no cost to Purchaser(s), except for shipping if applicable, from the next suitable litter. If no replacement is available or desired within one year, Buyer(s) purchase price will be returned to Buyer(s). Any costs incurred in returning the dog are the Purchaser's responsibility.

-If this dog has been euthanized, Purchaser(s) will be provided with a replacement dog under the same contract at no cost to Purchaser(s), except for shipping if applicable, from the next suitable litter. If no replacement is available or desired within one year, your purchase price will be returned to Buyer(s).

-The Purchaser agrees to return the dog to the Breeder; forfeit all rights of ownership, sign and transfer all registration papers, pay any court costs and attorney fees incurred by the Breeder to regain legal and physical possession of the dog if any of the conditions in this contract are not met.

- This agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

**I/we have read and understood this contract and agree to abide by the conditions set forth therein:**

The Purchaser/Buyer(s) \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_

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Phone: \_\_\_\_\_ Signature(s) \_\_\_\_\_

**I agree to uphold the above contract and guarantees:**

Breeder: Wendy L Bennett

Address: 611 Campbell Road, Nerepis, NB E5K 3W9 Phone: (506) 757-2555

Signature: \_\_\_\_\_ Date: \_\_\_\_\_