

PURCHASE AGREEMENT

Section 1: Description of Puppy

<p>NAME: _____ (the "Puppy")</p> <p>BREED: _____</p> <p>D.O.B: _____</p> <p>GENDER: _____</p> <p>COLOR: _____</p>	<p>PARENTAGE</p>	<p>MOTHER NAME: _____</p> <p>BREED: _____</p> <p>FATHER NAME: _____</p> <p>BREED: _____</p>
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This Purchase Agreement (the "Agreement") is entered into between the "Owner" and Red Dog Canine Center Inc. (the "Breeder"). The Owner wishes to purchase and the Breeder wishes to sell the Puppy pursuant to the following terms and conditions:

Section 2: Purchase and Sale

- 2.1 Purchase Price: The Owner agrees to pay the purchase price listed on the invoice, the 300\$ non-refundable deposit and HST charge.
- 2.2 Delivery: The Owner shall be responsible for all costs associated with the delivery of the Puppy from the Breeder to the Owner. Under no circumstances will any shipping costs or other delivery fees be paid for or refunded by the Breeder.
- 2.3 Veterinarian Costs: Upon delivery of the Puppy, the Owner assumes all responsibility for veterinary care and associated costs for the Puppy, save and except only for the specific costs assumed by the Breeder in this Agreement.
- 2.4 Non-Reproduction conditions, Spaying or Neutering: Under no circumstances is the Puppy to be used for reproduction. The Owner agrees to have the Puppy spayed or neutered within the first twelve (12) months of its birth date. Failure to do so or to provide documentation to this effect by the age of thirteen (13) months will void the health guarantee and warranty provided in this Agreement and will be a material breach of this Agreement for which the Breeder may seek an order for specific performance.

Section 3: Representations and Warranty

- 3.1 Excellent Health: Breeder guarantees that, at the time of delivery, the Puppy is in excellent health.
- 3.2 Verification of Health: The Owner has five (5) business days from the time of receipt of the Puppy to have the Puppy examined by a veterinarian. In the event the veterinarian determines that the puppy is in poor health of a serious nature, the Owner may request to return the Puppy to the Breeder for a full refund of the Purchase Price or a replacement Puppy of the same breed from another litter. Any request must (a) be made within the five (5) business days from the time of the receipt of the Puppy and (b) be accompanied with a copy of the veterinarian's report and proof of examination.
- 3.3 Warranty Against Genetic Disease : The Breeder agrees to provide a warranty against all serious life altering genetic diseases until the Puppy is two (2) years of age. Should a genetic disease be discovered during this time, that will greatly shorten the life of, or greatly alter the quality of life of the Puppy, the Breeder will reimburse veterinary treatments for this condition (the "Treatments"). Reimbursement for Treatments shall be available only if:
 - (a) Proof of examination and diagnosis is provided to the Breeder upon becoming aware of the disease; and
 - (b) The Breeder is presented with a detailed quote for the Treatments including a description of the disease, causes and treatment options prior to commencing Treatments. In the event of a claim, the reference number and name of Pet Insurance Company must be provided to the Breeder in order for the Breeder to work with the company regarding coverage and the cost.
- 3.4 Limitations of Warranty: Notwithstanding anything to the contrary in this Agreement, the warranty provided by the Breeder in 3.3 shall be limited by the following:
 - (a) The Breeder shall not ever be responsible for paying any costs, fees or expenses related to diagnostics (i.e. x-rays, tests, etc.);
 - (b) The Breeder shall not ever be responsible for paying for any care or treatments for common ailments or viruses such as ear infections, kennel cough, etc.;
 - (c) The maximum aggregate liability of the Breeder for the payment of any Treatments shall be limited to the purchase price less the non-refundable deposit and HST;
 - (d) The Breeder shall only be responsible for the payment of Treatments in the event the veterinarian determines that the cause for the disease is genetic;

(e) The Breeder shall only be responsible for the payment of Treatment costs that are in excess of the costs covered by the Owner's pet insurance coverage on the Puppy.

3.5 Warranty for Hip Dysplasia: A warranty for Hip Dysplasia is provided by the Breeder for two (2) years. This warranty shall expire should the Puppy be allowed to become overweight or develop overstressed joints at any time during the first two (2) years. Should the Puppy be found to have Hip Dysplasia within its first two (2) years, the Owner must provide the Breeder with proof in the form of documentation from PennHIP or OFA. Veterinary medical records will be required showing the weight of Puppy and the veterinarian's assessment of the weight. The Breeder reserves the right to confirm the results with its own veterinarian before offering a replacement of the Puppy or a refund of the purchase price (minus the non-refundable deposit).

3.6 Appearance: The Breeder does not guarantee size, color, or appearance of the Puppy. Under no circumstances shall the Breeder be liable to the Owner or any third party for any consequential, incidental or special damages resulting from or in a manner related to the Puppy.

Section 4: Maintenance

The Owner agrees to maintain the Puppy in good health, provide routine preventative health care including, but not limited to, inoculations and internal and external parasite treatments for fleas, tick & heartworms. If any of the above preventative care has not been provided, the health warranty or guarantee provided pursuant to the terms of this Agreement will be void. The Owner also agrees to provide, at minimum, basic obedience training for the Puppy. Although designer dogs are known to have wonderful temperaments, the same cannot be guaranteed. The Owner recognizes and understands that all dogs exhibit certain undesirable behaviors such as nipping, chewing, barking, marking, etc. The Owner is responsible for appropriate training of the Puppy to correctly teach acceptable behaviors, and is responsible for proper socialization of the Puppy. Should the Owner not be successful at training these behaviors on their own, the Owner agrees to seek professional help from a certified trainer.

Section 5: General

5.1 Amendments and Waiver: No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

5.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

5.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.4 Legal Costs: The Owner hereby agrees to pay to the Breeder, within five (5) days after demand, all legal fees, on a solicitor and his own client basis, incurred by the Breeder for the enforcement of any rights of the Breeder under this Agreement or in the enforcement of any of the provisions of this Agreement or in the obtaining of possession of the Puppy.

5.5 Successors and Assigns: This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

Date: _____

Owner

Name (printed)

Red Dog Canine Center Inc.

Per: _____

Sophie Sirois, President.