

# AGREEMENT FOR SALE OF A DOG

## 1. PARTIES

**WHEREAS** the Seller wishes to ensure the best overall welfare for the Dog being sold and to ensure the integrity of the Dog's breed is preserved, the parties agree as follows:

This Agreement is made between:

.....

of .....

(the **Seller**)

and

.....

of .....

(the **Purchaser**)

on the ..... day of 20.....

## 2. PURCHASE

On the terms set out in this Agreement, the Purchaser hereby purchases from the Seller (*breed, sex, colour and kennel name of Dog*):

.....

.....

Sired by (*sire details*): .....

Out of (*bitch details*): .....

Microchip number: .....

Date of birth: ..... (the **Dog**)

## 3. SELLER'S WARRANTIES

The Seller warrants that:

- (a) The Dog is registered on the ANKC Main Register (the **Main Register**) and as such it may be bred, exhibited in conformation events, and exported in accordance with the Rules, Regulations and Code of Practice of Dogs Victoria or of another ANKC member body.

OR (delete whichever of clause 3(a) or clause 3(b) is not applicable)

- (b) The Dog is registered on the ANKC Limited Register (the **Limited Register**) and while it is on the Limited Register, pursuant to ANKC Regulations, it cannot be used for breeding purposes, exhibited in conformation events, or exported; save that, with the specific written agreement of the breeder and the current registered owner, the Dog may be transferred from the Limited Register to the Main Register.
- (c) The Dog has been inspected by a veterinary surgeon and a copy of the veterinary surgeon's certificate of inspection is attached herewith along with a certificate from that veterinarian stating that the Dog has been vaccinated or titre tested pursuant to the Dogs Victoria Health Management Plan.
- (d) The Dogs Victoria Code of Practice for Hereditary Diseases has been complied with by the Seller, all health certificates required by Dogs Victoria provided to the Purchaser and all reasonable steps have been taken to ensure the Dog is healthy as required by the Dogs Victoria Code of Practice.
- (e) The requirements of the Dogs Victoria Code of Practice for the keeping, welfare, breeding and disposal of Dogs by members of Dogs Victoria has been complied with in relation to the Dog, in particular regulation 20.1.25.
- (f) Other than as outlined above, the Seller gives no warranty as to the Dog's:
  - i. temperament;
  - ii. show, working, or field quality; or
  - iii. breeding potential.

#### 4. PURCHASE PRICE

The Purchaser shall pay the purchase price to the Seller as follows:

- (a) If the Dog is on the Limited Register, the Purchaser shall pay to the Seller:
  - i. \$ \_\_\_\_\_ upon signing this Agreement; and
  - ii. \$ \_\_\_\_\_ prior to or on collection of the Dog or as agreed in writing by the parties , together with any freight or transportations cost for sending the Dog to the Purchaser.
- (b) If the Dog is on the Mains Register, the Purchaser shall pay to the Seller:
  - i. \$ \_\_\_\_\_ upon signing this Agreement; and
  - ii. \$ \_\_\_\_\_ prior to or on collection of the Dog or as agreed in writing by the parties , together with any freight or transportation costs for sending the Dog to the Purchaser.

In any case, property in the Dog does not pass to the Purchaser until full payment of the purchase price is received by the Seller.

## 5. PURCHASER'S ACKNOWLEDGEMENTS AND UNDERTAKINGS

- (a) Within 72 hours of collecting the Dog, the Purchaser shall take the Dog to a veterinary surgeon to confirm that the Dog is in good health and, in the event that the Purchaser does not do so, the Purchaser acknowledges and agrees that the Dog is in good health at the time of purchase.
- (b) If the Purchaser wishes to rehome the Dog, the Purchaser must give the Seller first option to take the Dog back or to find a new home for the Dog.
- (c) The Purchaser agrees to take good care of the Dog, to feed and house the Dog properly, and to keep the Dog indoors or in a securely fenced area and to avoid the dog jumping off vehicles and climbing staircases for the benefit of the dog;
- (d) The Purchaser acknowledges that, if the Dog is on the Limited Register:
  - i. puppies may not be produced from it;
  - ii. any puppies it does produce cannot be registered with the ANKC and cannot be shown in a Dog show;
  - iii. it may not be bred with or exported; and
  - iv. Dogs Victoria will not issue export documentation for the Dog.
- (e) If the Dog is on the Limited Register, the Purchaser agrees not to breed the Dog with any other Dog whatsoever.
- (f) If the Dog is on the Mains Register, the Purchaser agrees only to breed the Dog with any Dog that is certified as appropriate to breed by a qualified veterinarian and only if the Hip clearance and Elbow clearance are declared satisfactory for breeding by a qualified veterinarian ;
- (g) IF the Dog is on Mains Register, the Purchaser agrees to not breed the Dog with any other Dog unless it is a pure-bred Dog of the same breed as the Dog sold subject to this contract and only when the Purchaser is a registered member of Dogs Victoria and has a breeder's prefix from Dogs Victoria or is a registered member of and has a breeder's prefix from an interstate equivalent body to Dogs Victoria;
- (h) Any female Dog sold pursuant to this agreement must not be bred with until she is at least 18 months old.
- (i) If the Purchaser breaches clause 5(e),5(g),5(h) or 5(i) , the Purchaser agrees to pay to the Seller the sum of \$ \_\_\_\_\_ forthwith, which the Purchaser acknowledges is a reasonable estimate of loss and damage suffered by the Seller as a result of the breach.

- (j) The Purchaser agrees to not register or try to register the Dog with any other animal registries.

## **6. RESPONSIBILITY FOR VETERINARY COSTS**

- (a) The Seller is responsible for veterinary costs of the Dog required prior to collection of the Dog by the Purchaser, including veterinary fees, vaccinations and worming treatment.
- (b) On and from collection of the Dog, the Purchaser is responsible for all veterinary costs of the Dog, including veterinary fees, vaccinations and worming treatment.

## **7. TRANSFER OF MICROCHIP**

After the Purchaser pays the purchase price for the Dog in accordance with clause 4, the Seller shall provide to the Purchaser a signed transfer of microchip form to enable the Purchaser to transfer the Dog into the Purchaser's name. The transfer of microchip registration certificate must be supplied to the Purchaser within a calendar month of the collection of the dog.

A duly signed ANKC registration certificate will be provided by the Seller to the Purchaser within 14 days of the Seller receiving the Dog's registration certificate from Dogs Victoria.

## **8. CONDITION PRIOR TO COLLECTION OF DOG:**

- (a) The Purchaser agrees to provide a copy of the Purchaser's driver's licence or similar identification to the Seller for the purpose of the Seller verifying the Purchaser's residential address.
- (b) If, prior to collection of the Dog by the Purchaser, the Seller determines, in the Seller's absolute discretion, that the Purchaser is not an appropriate owner of the Dog, the Seller may decide not to sell the Dog to the Purchaser.

## **9. REFUNDS**

- (a) If the Purchaser returns the Dog to the Seller for any reason (not supported by a veterinary practitioner's statement that the Dog is unacceptable for health reasons) within 3 days of sale, the Seller must take back the Dog and refund 75% of the purchase price.
- (b) If the Purchaser returns the Dog to the Seller within 21 days of sale, with a signed statement from a veterinary practitioner that the Dog is unacceptable for health reasons, the Seller must take back the Dog and refund 100% of the purchase price.
- (c) If the Dog is diagnosed with, suffers from, dies of, or is euthanised because of a physical defect or disease that is directly traceable to the point of sale within 3 years of sale, the Seller must, subject to the Seller obtaining a second veterinary opinion, refund 100% of the purchase price if the Purchaser provides supporting statements from a veterinary practitioner (including test results where a suitable test is

available). The purchaser must make all veterinary reports and test results available to the seller for the seller to obtain their own veterinary advice (second opinion) on the issue upon which the refund claim is raised and for the purpose of informing future breeding management..

#### **10. PURCHASER RELINQUISHING DOG**

In the event that the Purchaser wishes at any time (other than the circumstances described in paragraph 9 hereof) to dispose of the Dog in any way (e.g. by way of rehoming, sale, placement or otherwise) the Purchaser must inform the Seller of this and the purchaser may dispose of the Dog only after the Seller refuses to accept the return of the Dog. If the Dog is returned to the Seller pursuant to this clause, the Seller will make all reasonable efforts to find the Dog a new home and the Seller is not required to refund any portion of the purchase price of the dog to the Purchaser.

#### **11. LIMITATIONS AND EXCLUSIONS**

- (a) This Agreement excludes all implied conditions and warranties, except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this Agreement to be void (a **non-excludable condition**).
- (b) To the extent permitted by law, the Seller's liability to the Purchaser for breach of a non-excludable condition is limited, at the Seller's option, to refunding the purchase price of the Dog.
- (c) To the extent permitted by law, and except for any loss or damage caused by breach of a non-excludable condition, the Seller is not responsible to the Purchaser for any loss or damage connected with or arising from this Agreement or breach thereof.
- (d) To the extent permitted by law, the Seller's total liability to the Purchaser for any breach of this Agreement, or for any act or omission connected with or arising from the matters covered by this Agreement, is limited to the purchase price of the Dog.

#### **11. NO ASSIGNMENT BY THE PURCHASER**

Other than with the written consent of the Seller, the Purchaser may not assign or transfer any of the Purchaser's rights or obligations in connection with or under this Agreement to any other person or entity.

#### **12. ENTIRE AGREEMENT**

- (a) This Agreement contains the entirety of the terms and conditions of agreement between the parties and supersedes any other agreement between the parties.

(b) Any variation of this Agreement shall be effective only if it is in writing and signed by both parties.

**13. APPLICABLE LAW AND JURISDICTION**

This Agreement shall be governed by the laws of Victoria and the Purchaser agrees to submit to the jurisdiction of the Victorian courts for all purposes involving this Agreement.

Signed by the Seller: .....

Date: .....

Signed by the Purchaser: .....

Date: .....