

WHEREAS:

1. Van Isle Doodles ("The Breeder") breeds and sells Australian Labradoodle puppies;
2. The Buyer has purchased a puppy from the Breeder
3. The Buyer has done their due diligence with respect to the Labradoodle breed and the Breeder, and
4. The Breeder wishes to sell and the Buyer wishes to purchase a puppy from the Breeder

NOW THEREFORE in consideration of the covenants contained herein, the parties agree as follows:

1. **THE DOG:**

The Breeder shall provide an Australian Labradoodle puppy to the Buyer (the "**Puppy**"). The details of the Puppy shall be set out in Schedule A of the Purchase Agreement. The decision of which puppy will be received by the Buyer out of a litter shall be in the sole discretion of the Breeder. If an insufficient number of puppies are born in the litter, the Breeder shall notify the Buyer and the Buyer may opt to have their Deposit returned or transfer their Deposit to another litter with availability.

2. **PURCHASE PRICE:**

The Purchase Price for the Puppy shall be \$3800.00 plus all applicable taxes including PST and GST. The Purchase Price including all applicable taxes, less the Reservation Fee of \$800.00 shall be due and payable in two equal payments of \$1500.00 plus taxes. One payment shall be due when the puppy is born and the other when the Puppy is 6 weeks old.

3. **RESERVATION FEE:**

The Buyer shall provide the Breeder with a non-refundable Reservation Fee of \$800.00 plus all applicable taxes (the "**Reservation Fee**") upon acceptance by the Breeder of the Buyer's application to purchase a Puppy. Such Reservation Fee shall be held by the Breeder and applied against the Purchase Price. Except in the event of the unavailability of sufficient puppies from a litter as described in Section

1 of this Agreement, the Reservation Fee shall be forfeited to the Breeder in the event that the Buyer does not complete the purchase.

#### 4. **WARRANTIES:**

The Breeder warrants that:

- a) the Puppy is free of any liens and encumbrances and that the Breeder is the legal owner of the Puppy;
- b) the Breeder has the full right and authority to sell and deliver the Puppy; and
- c) the Breeder provides the limited warranty set out in Schedule B on the terms and conditions set out in Schedule B to this Agreement;

#### 5. **VETERINARY INSPECTION:**

The Buyer has three (3) days from the time of receipt of the Puppy (the "**Warranty Period**") to have the Puppy examined by a Doctor of Veterinary Medicine ("**VET**"). In the event a VET determines the Puppy is unfit in the allocated time, then the Puppy may be returned to the Breeder for a full refund. "**Unfit**" shall mean failure by the Puppy to comply with the health conditions set out in Schedule B of the Agreement at the delivery date. Any requests to return the Puppy to the Breeder for a refund must be made within the Warranty Period and in writing. Proof of the VET examination must be provided to the Breeder. The Breeder has the option to obtain a second opinion from a VET of their choice regarding the Puppy's health before providing the Buyer with a refund. The Buyer shall make the Puppy available to the Breeder for examination by a VET of the Breeder's choice within twenty-four (24) hours of the Breeder requesting the Puppy to attend the examination. The Buyer shall be responsible for transporting the Puppy to the VET examination as arranged by the Breeder.

#### 6. **GOVERNANCE:**

This Bill of Sale will be constructed in accordance with and governed by the law of the Province of British Columbia.

#### 7. **SURRENDER:**

The Buyer agrees that if at any time they are unwilling or unable to care for the Puppy, they shall inform the Breeder forthwith. Together, the Buyer and the Breeder shall arrange for an appropriate placement for the Puppy.

Upon notice to the Breeder by the Buyer of their inability or unwillingness to provide care for the Puppy, the Buyer shall be deemed to have surrendered all right, title and interest in the Puppy to the Breeder.

The Buyer may return the Puppy at any point in the Puppy's life at any time for any reason for re-homing purposes. Transfer of ownership, right and title to the Puppy shall transfer to the Breeder at that time.

If there is a balance remaining from the sale proceeds of the Puppy to the new placement that exceeds the Breeder's expenses in obtaining that placement, the Breeder shall refund that excess to the Buyer.

Any refund will be subject to a \$55.00 per day boarding charge for the Puppy in addition to any and all other costs associated with securing a suitable placement for the Puppy.

The Health Warranty for the Puppy is not transferable without the Breeder's written authorization for the said transfer to be transferred.

#### **8. NOT FOR BREEDING:**

The Puppy is not being provided to the Buyer for breeding purposes. The Buyer agrees to have the Puppy spayed or neutered on or before the date the Puppy attains 8 months of age. The cost of said spay or neuter shall be the responsibility of the Buyer.

The Buyer shall provide the Breeder with a copy of the certificate of spay/neuter for the Puppy on or before the puppy attains the age of 8 months plus 3 days.

Failure by the Buyer to provide the Breeder with said certificate of spay/neuter in the required time period will result in a fine payable by the Buyer to the Breeder in the amount of \$25,000.00 (Twenty-Five Thousand) Dollars for damages for breach of the terms and conditions of this Bill of Sale.

Pedigree and WALA registration paperwork shall be withheld until the Buyer has provided the Breeder with a certificate of spay/neuter for the Puppy.

## **9. MISCELLANEOUS:**

- 9.1 The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that the same and the various schedules are incorporated into and form part of this Agreement:
- 9.2 This Agreement constitutes the entire agreement between the parties relating to the sale of the Puppy. There are no other warranties, representations or other agreements by or between the parties in connection with the Puppy. The parties hereby expressly waive any warranties, representations, conditions or other terms or agreements which might otherwise have been implied by the *Sale of Goods Act* (British Columbia) as amended from time to time;
- 9.3 This Agreement shall be governed by and construed in accordance with the law of the Province of British Columbia and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of British Columbia.
- 9.4 If any term, covenant or condition of this Agreement is held invalid or unenforceable the remaining terms, covenants or conditions of the Agreement shall remain valid and be enforceable.

## **10. TRAINING**

- 10.1 The Buyer shall have the Puppy attend group puppy socialization classes that commence within 10 business days of taking custody of the Puppy from the Breeder. The Buyer further agrees to have the Puppy attend formal training classes that commence within 45 days of taking custody of the Puppy from the Breeder.

## Schedule B

### Limited Warranty

#### **10. DEFINITION "UNFIT":**

The Breeder warrants to the Buyer that the Puppy will not be Unfit when it is delivered to the Buyer for the purposes of Section 4 of this agreement "unfit" shall mean:

The Puppy has fleas or mites.

The Puppy has coccidia, giardia or ecoli.

The Puppy is malnourished.

The Puppy is in poor physical condition.

Unfitness must be determined Within three (3) days of delivery by a VET in accordance with Section 5 of the Agreement, after which this Warranty expires.

#### **11. VETERINARY INSPECTION:**

The Buyer has three (3) days from the time of receipt of the Puppy (the "Warranty Period") to have the Puppy examined by a licensed Doctor of Veterinary Medicine ("VET"). In the event that a VET determines the Puppy is unfit in the allocated time then the Puppy may be returned to the Breeder for a full refund. "Unfit" shall mean failure by the Puppy to comply with the health conditions set out in this Schedule B at the delivery date. Any written request to return the Puppy to the Buyer for a refund must be made within the Warranty Period. Proof of VET examination must be provided to the Breeder. This Warranty will be terminated immediately if the Puppy is not examined within the allotted time at which time the Buyer shall be deemed to accept the Puppy in its current condition and waives all further rights, claims and causes of action against the Breeder for any defects with the Puppy.

## **12. ADDITIONAL LIMITED WARRANTY:**

The Breeder guarantees that the Puppy will be free from Progressive Retinal Atrophy, Exercise Induced Collapse, Elbow Dysplasia, Hip Dysplasia and von Willebrand's Disease for a period of three (3) years from the date of birth of the Puppy. If any of the above-mentioned conditions are found by a VET to exist within the three (3) year period the Puppy may be returned by the Buyer to the Breeder and shall be replaced by the Breeder with a similar Puppy of equal value as soon as one becomes available at no charge to the Buyer. The Buyer may also choose to retain the Puppy and receive a similar Puppy of equal value as soon as one becomes available at no charge to the Buyer.

The Breeder has the right to seek a second opinion from a VET of their choosing to confirm the diagnosis of the Buyer's VET. If the diagnosis made by the Breeder's VET differs from the diagnosis of the Buyer's VET, the Breeder's VET shall be taken as being the correct diagnosis.

## **13. EXCLUSIONS:**

The Breeder shall not be responsible for any condition caused by environmental conditions, negligence or failure by the Buyer to comply with the Breeder's care and maintenance requirements as set out in Schedule C of this Agreement.

## **14. FURTHER EXCLUSIONS:**

This Warranty does not cover or extend to cosmetic issues such as overbites, underbites, base narrow canines or any other health concerns other than those listed in paragraph 2 above. More specifically, the Breeder will not reimburse the Buyer for any issues regarding dentition such as base narrow canines, overbites or underbites.

## Schedule C

### Requirements for Care and Maintenance

1. The Buyer agrees to maintain the Puppy in good health, provide routine preventative care including, but not limited to, inoculations, internal and external parasites and preventative medication.
2. The Buyer agrees to take the Puppy for regular check-ups to a qualified, licensed Doctor of Veterinary Medicine as required and at least annually.
3. If the Puppy is found to be overweight by two, independent Doctors of Veterinary medicine, this Agreement shall be null and void.
4. The Buyer agrees to adhere to the vaccination and parasite control protocols as set out in Schedule D to this Agreement.
5. The Buyer agrees to only feed the Puppy food that has been approved by the Breeder throughout the term of this Warranty.

The Buyer agrees to feed the Puppy a raw food diet using only brands of raw food that have been approved by the Breeder in writing. The Breeder approves the following brands:

Big Country Raw  
Steve's  
Pets 4 Life  
3P Naturals  
Smack  
Bixbi Freeze Dried Rawbble  
Stella & Chewy's Freeze-dried raw  
Stella & Chewy's Frozen Raw

Any other brands of raw food must be approved by the Breeder.

The Buyer agrees to feed raw, meaty bones such as lamb ears or neck, beef rib, pork rib, chicken wings, chicken thighs, chicken backs, chicken necks, pork, beef or kangaroo tail to the Puppy on a regular, daily basis.

If the Buyer wishes to make any changes, additions or deletions from the diet of the Puppy, the Buyer will first consult with the Breeder and obtain written permission from the Breeder before making any changes to the Puppy's diet.

6. The Buyer agrees to not permit the Puppy to engage in any form of repetitive exercise until after the Puppy reaches 1 (one) year of age. The Buyer further agrees to not allow the Puppy to use stairs until the Puppy has reached 6 (Six) months of age. From 6 (Six) to 12 (Twelve) months of age, the Puppy may use stairs very occasionally.

## Schedule D

### Vaccination and Parasite Control Protocols

#### **REQUIRED VACCINATIONS**

1. 4 weeks subsequent to the date of the first vaccinations done by the Breeder.

Second set of parvovirus, distemper, adenovirus and parainfluenza

2. 4 weeks subsequent to the vaccinations in item 1 above.

Third and final set of parvovirus, distemper, adenovirus and parainfluenza

3. 20 weeks

Titre testing for distemper and parvovirus. Additional booster only if the titre test result indicates lack of full titres for distemper or parvovirus.

4. Titre testing triannually thereafter for distemper and parvovirus. No boosters to be administered unless titre test results indicate lack of full titres for either distemper or parvovirus.

#### **OPTIONAL VACCINATIONS**

If the Buyer chooses to give any of the optional vaccinations to the Puppy, they must be done at a minimum of 2 (two) weeks after or before the core vaccinations as per the above schedule and not within 2 (two) weeks of any other treatments of any sort including any worming or flea treatments.

Leptospirosis

Bordetella

Rabies

## **PARASITE CONTROL**

**NO** flea or tick medications that enter the bloodstream of your Puppy are permitted.

The use of Bravecto, Nexguard, or any product containing the active ingredient fluralaner or any other ingredient belonging to the isoxazoline group shall render the Warranty null and void.

No products for tick control outside of natural products is permitted during the term of the Warranty.

The only products approved for flea control are Revolution or Advantage 2. Use of any product other than Revolution or Advantage 2 shall render the Warranty null and void.

## **WORMING PRODUCTS**

Interceptor, Strongid or Safeguard are the only worming products permitted under the terms and conditions of the Warranty. Use of any other worming product shall render the Warranty null and void.