

## Kol Tuv Canaan Dogs

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## Bill of Sale and Contract

This Bill of Sale and Contract (hereinafter referred to as "Contract") is entered into by and between Carrie Franz, (hereinafter referred to as Breeder) and the buyer (hereinafter referred to as "Buyer") more specifically identified by name later in this Contract. The purpose of this Contract is to identify the terms, conditions and provisions of the agreement between Breeder and Buyer pursuant to which Buyer purchases from Breeder one Canaan Dog (hereinafter referred to as "CD") as such CD is more specifically identified in this Contract. This Contract represents the full and complete agreement between Breeder and Buyer concerning the CD and there are no other agreements, written or oral, between Breeder and Buyer concerning the CD. Any and all other agreements, discussions, and negotiations involving Breeder, Buyer, and the CD are of no force or effect and are superseded in their entirety by the terms, conditions and provisions of this Contract.

### IDENTIFICATION INFORMATION:

Buyer Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email address \_\_\_\_\_

Purchase date \_\_\_\_\_ Price of CD \_\_\_\_\_

Litter # \_\_\_\_\_ Whelp date \_\_\_\_\_

Sex \_\_\_\_\_

Sire & Registration # \_\_\_\_\_

Dam & Registration # \_\_\_\_\_

Microchip # \_\_\_\_\_

Registered Name \_\_\_\_\_

Call Name \_\_\_\_\_

Registration # \_\_\_\_\_

Breeder guarantees this CD to be in good health at the time of sale. No guaranty of future good health or condition is provided except as herein specifically set forth. A veterinarian may examine this CD within 5 days after Breeder delivers possession of the CD to Buyer. If in that

examination the CD is found to be in poor health, the CD may be returned to the Breeder within 2 days of such examination for a full refund of purchase price only, provided a written, signed statement is supplied by the Buyer's veterinarian indicating that in the opinion of the veterinarian, the CD is in poor health and specifying the conditions causing the veterinarian to hold such opinion and Buyer completes and delivers to Breeder all documents necessary or desirable to register and vest ownership of the CD in Breeder. Breeder will not be financially responsible for any medical or veterinary care, examination or testing that the Buyer may elect to have done on the CD, nor will Breeder be responsible for any damage, cost or expense in any way relating to the CD. The full refund of the purchase price is Breeder's sole liability to Buyer and Buyer's sole remedy against Breeder and is available only in the limited circumstances, subject to required documentation and the other terms and conditions set forth above relating to a determination of the CD's poor health, within five (5) days after Buyer obtains possession of the CD.

Reasonable precautions have been taken to minimize the likelihood that the CD may develop hereditary faults such as Hip, or Elbow Dysplasia, Patellar Luxation, Degenerative Myelopathy and Autoimmune Thyroiditis. There is no way to guarantee that this CD will not develop one of these hereditary conditions. Under certain circumstances, and subject to the terms and provisions of this Contract, certain accommodations may be allowed by Breeder in the event the CD develops one of these hereditary conditions before the CD attains the age of three years. Breeder may provide Buyer with a replacement Canaan Dog as a result of hereditary faults in the CD involving one or more of Degenerative Myelopathy, Severe Hip Dysplasia, Severe Elbow Dysplasia and Severe Patellar Luxation. A replacement Canaan Dog will not be made available by Breeder under any circumstances except as is specifically set forth in this Contract, subject to all of the terms and conditions of this Contract.

#### **DEGENERATIVE MYELOPATHY**

In the event CD is diagnosed before the CD attains the age of three years with Degenerative Myelopathy and such diagnosis is established to Breeder's satisfaction or confirmed by a second opinion provided by a veterinarian of Breeder's choice, then, upon Buyer's written request (delivered to Breeder not later than three years and thirty days after the whelp date listed on the first page of this Contract), and provided Buyer is not in default of any of Buyer's obligations under this Contract, a replacement Canaan Dog will be made available to the Buyer from the next available puppies in Breeder's subsequent litters without the necessity for additional compensation to the Breeder.

#### **AUTOIMMUNE THYROIDITIS**

In the event CD is diagnosed before the CD attains the age of three years with Autoimmune Thyroiditis which cannot be controlled with medication, and the presence of such condition is either established to Breeder's satisfaction or confirmed by a second opinion provided by a veterinarian of Breeder's choice, then, upon Buyer's request (delivered to Breeder not later than three years and thirty days after the whelp date listed on the first page of this Contract), and

provided Buyer is not in default of any of Buyer's obligations under this Contract, a replacement Canaan Dog will be made available to the Buyer from the next available puppies in Breeder's subsequent litters without the necessity for additional compensation to Breeder.

### **HIP/ELBOW DYSPLASIA, PATELLAR LUXATION**

In the event CD is diagnosed before the CD attains the age of three years with any one or more of Severe Hip Dysplasia, Severe Elbow Dysplasia or Severe Patellar Luxation, and such diagnosis is either established to Breeder's satisfaction or confirmed by a determination by the Orthopedic Foundation for Animals (hereinafter referred to as "OFA"), following review of CD's x-rays, provided by Buyer, Breeder, or both, that such dysplasia is severe, as graded by the OFA, then, upon Buyer's request (delivered to Breeder not later than three years and thirty days after the whelp date listed on the first page of this Contract), and provided Buyer is not in default of any of Buyer's obligations under this Contract, a replacement Canaan Dog will be made available to the Buyer from the next available puppies in Breeder's subsequent litters without the necessity for additional compensation to Breeder. In determining whether any Hip Dysplasia, Elbow Dysplasia or Patellar Luxation are "severe", the term "severe" shall mean "severe" as graded by the OFA. In the event the OFA is not available, for any reason, to make either the determination, or establish the grade of "severe", as contemplated by this Contract, Breeder may designate a substitute organization to establish the grade of "severe" or make the determination contemplated by this Contract.

In the event Buyer requests a replacement Canaan Dog, then: a) Buyer shall provide Breeder copies of all veterinary and other charts, records, x-rays, images and test results in any way related to the CD and access to all who have provided health care or treatment to the CD, and b) Buyer shall deliver the CD to Breeder so that such inspections, examinations, testing and diagnostic procedures may be performed as Breeder determines may be necessary or desirable. All charts, records, results, x-rays and images produced or obtained by or on behalf of Breeder in connection with such inspections, examinations, testing or diagnostic procedures shall be the property of the Breeder. Copies shall be provided to Buyer, at Buyer's sole cost and expense, upon Buyer's request.

Any other provisions of this Contract to the contrary notwithstanding, Breeder shall have no obligation to provide a replacement Canaan Dog or provide any other accommodation or compensation to Buyer if any condition of the CD is in any way related to or results from, in whole or in part, any neglect by the Buyer, failure of Buyer to follow Breeder's recommendations on feeding, supplements, vaccinations, exercise, training or care, or any default by Buyer to timely and fully discharge the obligations of Buyer under this Contract.

The Breeder will not reimburse the Buyer or pay for any veterinary or other expenses, damages or costs related to any CD sold to Buyer or any replacement for the CD given to the Buyer. Breeder's replacement obligation related to the specific hereditary faults provides only for a replacement Canaan Dog under, and subject to the conditions of the Contract, and no refunds of the purchase price or other costs, losses, damages or expenses related to the CD, or the replacement of the CD, will be given. All cost and expense in any way related to registration, transportation or delivery of a replacement for the CD will be the sole responsibility of the Buyer. If the CD is replaced by Breeder with a Canaan Dog, Buyer's ownership of the replacement Canaan Dog and Buyer's responsibility under this Contract shall remain in full force and effect as if the replacement Canaan Dog were the original CD under this Contract.

If at any later date the Buyer cannot keep this CD, the Breeder retains the right to resume ownership and no refund of the purchase price or any other cost or expense will be issued; the Buyer agrees to contact Breeder and complete all necessary actions, including, but not limited to, any registration or other documentation to vest ownership of CD in Breeder, and to return CD to the Breeder. Buyer represents and warrants that ownership of the CD shall not be transferred from Buyer without the written permission of Breeder. Buyer represents and warrants to Breeder that the CD will never be delivered to a shelter or rescue or rehomed without the written permission of the Breeder. Buyer represents and warrants to Breeder that Buyer is not acting as an agent for another in the purchase of this CD nor will the Buyer sell, give or otherwise transfer or deliver this CD to any agent, pet store, dog dealer, research laboratory, or any other person or entity, without the written permission of Breeder.

Buyer represents and warrants that Buyer will care for this CD as the valuable and unique animal that it is, to follow the Breeder's recommendations on food, training, and care, and to provide the CD with proper veterinary care. The Buyer represents and warrants that this CD is a house dog and shall never be chained or penned outside. In the event that: a) the CD has any unauthorized offspring, b) any representation or warranty of Buyer under this Contract is untrue or unfulfilled beyond the time for compliance or fulfillment, or c) the CD is subjected to abuse or neglect, as determined in the sole and absolute discretion of Breeder, and communicated in writing to Buyer at any address, fax number, email address, or other number or place provided by Buyer to Breeder, then ownership of this CD (and any offspring) shall revert to the Breeder and the Buyer will not be entitled to a refund of any portion of the purchase price or any other loss, cost or expense. Buyer represents and warrants that Buyer shall, at Buyer's sole cost and expense, cooperate fully in returning CD (and any offspring) to Breeder and Buyer shall execute and deliver any and all documents necessary or desirable to vest ownership of CD (and any offspring) in Breeder upon the occurrence of any circumstance entitling Breeder to ownership of the CD, any offspring or both of them, under this Contract. It is recommended that Buyer have the CD complete a positive reinforcement puppy socialization class similar to the AKC STAR Puppy class prior to the CD attaining six (6) months of age and have the CD complete a positive reinforcement obedience class prior to the CD attaining nine (9) months of age. If Breeder is notified of inability to complete a recommended class, failure to complete that class shall not constitute failure by the Buyer to follow Breeder's recommendations as set forth in this contract.

Buyer and Breeder agree that Breeder is without an adequate remedy at law in the event of Buyer's default in fully and timely performing all of Buyer's obligations under this Contract and that, in the event of Buyer's default in fully and timely performing all of Buyer's obligations under the Contract, Breeder is entitled to injunctive relief as well as all other relief and remedies available at law or equity, including, but not limited to, specific performance. Buyer and Breeder agree that it is difficult or impossible to determine damages resulting from Buyer's failure to discharge its obligations to Breeder under this Contract relating to Buyer's obligation to return the CD and its offspring, or either of them, to Breeder and Buyer's obligation to transfer and vest ownership of the CD and its offspring, or either of them, in Breeder. For that reason, Buyer and Breeder agree that in the event that Buyer fails to return CD and its offspring, or either of them, to Breeder and complete all action necessary to vest and register ownership of CD and its offspring, or either of them, in and to Breeder within five (5) days following: a) any event which requires the return of the CD and its offspring, or either of them, to the Breeder; or b) failure of Buyer to fully discharge its responsibilities under any representation or warranty contained in this Contract, then Buyer shall pay to Breeder as liquidated damages, and not as a penalty, the total sum of Five Thousand and 00/100 Dollars (\$5,000.00). Buyer and Seller agree that the liquidated damages amount is a reasonable estimate of an amount of damages to be suffered by Breeder for Buyer's failure to return the CD and its offspring, or either of them, and provide necessary documentation to vest and register ownership in and to Breeder.

The Buyer understands and agrees that this CD is sold on a limited AKC registration and can never be bred. Buyer represents and warrants that, in the event the CD produces offspring, the offspring shall be the sole property of Breeder and, at Buyer's sole cost and expense, shall be delivered to Breeder, together with the CD, at once, and Buyer shall complete, at Buyer's sole cost and expense, all action necessary or desirable to: a) transport and deliver the CD and its offspring to Breeder, and b) register and vest ownership of the CD and its offspring in Breeder. Buyer represents and warrants that Buyer shall have the CD spayed or neutered before CD is 3 years old. Recent research has shown the benefit from not being neutered or spayed at the early age of 6 months. Therefore, it is the Breeder's recommendation that **if possible** this CD should not be neutered or spayed until at least 2 years of age. It is the responsibility of the Buyer to ensure that there is no accidental breeding and Buyer shall not allow a male to roam free and Buyer shall not allow a female in heat to be left unattended outside at any time. The Buyer may still choose to have the CD spayed or neutered at the age of 6 months and such shall not be a failure by Buyer to follow Breeder's recommendation.

The Buyer agrees to complete the OFA Canaan Dog Health Survey found at [http://www.offa.org/surveys/survey\\_canaan.html](http://www.offa.org/surveys/survey_canaan.html).

Limited registration allows the CD to be entered in all AKC events except for conformation. The Buyer is also encouraged to participate in AKC or other performance or working events, such as agility, rally, obedience, and herding. Canine Good Citizen and therapy dog training are also available. The Buyer is also encouraged to become a member of a regional (*if available*) and the Canaan Dog Club of America (CDCA) and the Israel Canaan Dog Club of America (ICDCA) and to take advantage of resources such as the CDCA's Kibitzer and ICDCA'S Desert Tracks

newsletters. The Breeder will sponsor the buyer's applications for membership in the regional (*if available*) and national breed clubs upon Buyer's request.

Breeder shall also be notified of any address and phone number changes. Follow up data such as weight, health information, awards and pictures shall be provided to the Breeder in order for the Breeder to maintain a selective breeding program and a lifelong interest in the health and welfare of the CD. Further, the Buyer will inform the Breeder of this CD's date and cause of death. It is also understood that the Breeder retains the right to share information on this CD with any database maintained for the purpose of improving the health of the breed or to use such information in connection with Breeder's business.

This CD has also been micro chipped and registered in the Home Again database with the Breeder and Buyer's information. This ensures that if the CD is lost it can be returned to the Buyer and also ensures that should the Buyer violate the terms of this Contract and take the CD to a shelter or rescue, the Breeder will be contacted so that the CD can be returned to the Breeder. This is also an important reason why any change of address or phone number of the Buyer should be reported immediately to the Breeder. The registration fee for the microchip has been paid by the Breeder and will be sent in to the agency by the Breeder. The paperwork for AKC registration will be filled out by the Buyer and sent in by the Breeder and the Buyer will pay all costs associated with registering this CD. This CD must be registered with AKC with "**Kol Tuv**" as the first part of the name; remaining portion of the registered name to be chosen by Buyer. Call name can be anything the Buyer chooses. There are no required theme names for any litter produced by Kol Tuv. Information regarding UKC registration will be provided to Buyer.

There is a lot of information available that may not be accurate or appropriate for this breed. The Breeder is committed to the well-being of each puppy bred and can provide knowledge or direct the Buyer to a reliable resource. The Breeder encourages the Buyer to contact the Breeder for advice and consultation throughout the life of the CD. Questions may arise about medical conditions, certain behaviors, or a new diet and the Breeder should be the first source of information to the Buyer. The Breeder believes in the importance of keeping up to date with current veterinary issues as well as issues pertaining to the Canaan Dog breed.

This Contract is valid for the above named Buyer and described CD. Violations of the terms of this Contract may result in legal action by the Breeder to reclaim the CD and its offspring, if applicable, with no refunds being issued to the Buyer. Buyer agrees to pay for all expenses, including, but not limited to, attorney's fees, costs and litigation expense incurred by Breeder in taking legal action to enforce or interpret any of the terms of the Contract or otherwise to encourage or secure Buyer's compliance with this Contract. Buyer and Breeder agree that any legal action in regards to this Contract may be initiated or maintained only in the Circuit or Superior Court of Pima County in the State of Arizona.

By signing below, the Buyer and Breeder are agreeing to the terms and conditions set forth in this Contract in its entirety and Buyer acknowledges receipt of a copy of this Contract. This Contract is valid from the date of its execution by Buyer and Breeder, through the date of

delivery of the CD and for as long as any responsibilities or obligations under this Contract remain unfulfilled. Any agreement purporting to alter or amend the terms of this Contract, whether such agreement be written, oral or otherwise, entered into or consented to while Buyer is not in full and timely compliance with all of the obligations of Buyer under this Contract, shall be null and void, unenforceable and of no force or effect.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Kol Tuv Canaan Dogs

Breeder \_\_\_\_\_ Date \_\_\_\_\_

SAMPLE

**Documents provided to buyer**

- Bill of Sale and Contract
- Health clearances of Sire and Dam
- Pedigree, Pictures, and Registrations of Sire and Dam
- 4 Generation Pedigree
- Veterinary Treatment Record
- Copy of Registration paperwork sent to AKC
- Important Puppy Pack Information (includes in-depth information on topics in this Contract)
- Microchip information
- Dr. Jean Dodds' vaccination protocol
- CDCA and ICDC membership application
- UKC registration information

**Receipt of Payment**

Date \_\_\_\_\_ Amount \_\_\_\_\_ Type \_\_\_\_\_

Date \_\_\_\_\_ Amount \_\_\_\_\_ Type \_\_\_\_\_

Date \_\_\_\_\_ Amount \_\_\_\_\_ Type \_\_\_\_\_

ACKNOWLEDGED BY BUYER:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date