

Northland Farm
P.O. Box 1074
Waitsfield, VT 05673
Phone: (802) 282-2180
Email: northlandfarmvt@gmail.com

Definitions used herein include:

“BUYER” shall herein be defined as: _____

“BREEDER” shall herein be defined as Courtney Spaulding of Northland Farm.

“BREEDING AGE” shall herein be defined as 12 months of age for males and the first heat after reaching 12 months for females.

“Canine” shall herein be defined as:

Name of Dog: _____

Microchip Number: _____

Sex: _____ Date of Birth: _____

Color: _____

Sire: _____

Dam: _____

This contract applies to the original CANINE and original BUYER only and is non-transferable to a second party unless in the case of BUYER heir(s) or designee(s). No replacement CANINE will be given if said CANINE has been bred, neutered, or spayed outside of the limitations of this contract. BUYER is responsible for transportation costs to and from Northland Farm on both the original and replacement CANINE.

In consideration of the sum of \$_____ the BREEDER conveys the above described Colorado Mountain Dog CANINE to BUYER under the following warranties and conditions. No other warranties or conditions are either expressed or implied:

General Stipulations

The registered name of said CANINE, as indicated above, may not be changed on its registry other than to add BUYER farm letters at the end. The call name may be whatever said BUYER chooses. This allows said BREEDER to better track all dogs bred at Northland Farm.

The above described CANINE is a G____ Colorado Mountain Dog CANINE and all Northland Farm CANINES are eligible for registration with ARBA and the Colorado Mountain Dog Registry (CMDR). The pedigree is true and correct to the best of the BREEDER’s knowledge.

I have read and understand the provisions and statements on this page. _____

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All Northland Farm CANINES will be registered with the CMDR prior to going to their new homes. Proof of registration will be sent with the CANINE.

The above described CANINE is guaranteed for 72 hours to be in good health and free of communicable diseases at the time of sale as diagnosed by a licensed veterinarian. The BUYER agrees to have this CANINE examined by a veterinarian within 72 hours of delivery. Failure to do so will null and void any health guarantee.

The above described CANINE is guaranteed to one (1) year of age against any genetic defect that may arise causing termination of life. This specifically excludes internal and external parasites and parvovirus. Should a claim arise under the terms of this agreement, the BUYER shall return, at BREEDER's request, the above described CANINE, alive, at BUYER's expense, and with any and all registration papers and any other applicable papers or health records to the BREEDER. BREEDER retains the right to choose a replacement CANINE, applying equal financial value to the new CANINE, after confirmation that the conditions of claim exists or refund CANINE minus non-refundable deposit.

The above described CANINE is guaranteed against crippling hip dysplasia as certified by OFA at the age of two (2) years. This specifically excludes dysplasia caused by environmental factors or BUYER mishandling. The CANINE will stay placed with the BUYER and the decision on how to handle the hip dysplasia will be determined by the BUYER and their licensed veterinarian at BUYER's cost. BREEDER retains the right to choose replacement CANINE, applying equal financial value to new CANINE, or refund CANINE minus non-refundable deposit after confirmation that conditions of the claim exists.

BREEDER accepts all Northland Farm CANINES back at any time for any reason. There are no refunds for said CANINE in the case of allergies to said CANINE, behavioral issues relating to said CANINE or any other animal in the BUYER's home, or for any other reason not stated in this contract.

All medical bills and otherwise incurred expenses of showing or training remain in the responsibility of the BUYER.

The BUYER agrees that neither he/she nor the BUYER's estate/executors may sell this CANINE or transfer ownership of this CANINE without the BREEDER's knowledge and written consent. The BUYER hereby agrees that if at any time the BUYER cannot take proper care of the CANINE, the BUYER must contact the BREEDER and the BREEDER will have the first choice

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to either: (a) take the CANINE back or (b) assist the BUYER in find a suitable home for the CANINE.

This contract is not transferable and constitutes the full agreement of the parties. In the event the BUYER is deceased or incapacitated their heir or designee shall contact the BREEDER to make arrangements for the CANINE's continued care.

Name of Heir/Designee: _____

Address: _____

Phone: _____

Email: _____

All deposits are non-refundable.

If shipping, the date of shipment will be chosen by BREEDER when the CANINE is over 12 weeks of age, provided that the CANINE is healthy enough for travel as determined by a licensed veterinarian and/or BREEDER. An itemized list of shipping costs will be sent to BUYER when shipment day is scheduled by BREEDER.

Full payment is due 14 days prior to the scheduled date of shipment or 7 days prior to pick up of said CANINE and all payments must be cleared and received by BREEDER no later than 7 days prior to the date of shipment or 3 business days prior to the scheduled pickup of said CANINE. Payment methods are: Paypal, venmo, bank transfer, or cashier's check. Under no circumstances will CANINE be released without full payment. If full payment is not cleared and received by said BREEDER no later than 7 days prior to the scheduled date of shipping or 3 business days before pickup, said BUYER forfeits deposit paid to said BREEDER and forfeits said CANINE.

If shipping, shipping fees are estimated at (but not limited to) \$400-\$1,500, depending on the cost of gas mileage, needed hotel stays, etc. This is not included in the purchase price. All incurred shipping costs are the responsibility of said BUYER and must be paid in full prior to the shipment of said CANINE. If payments are not received by said BREEDER no later than 7 days prior to the scheduled date of shipment, the shipment date will be cancelled and rescheduled by

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said BREEDER and all fees associated with the delay as well as additional housing fees of \$10 per day will be charged to said BUYER for the duration of said CANINE's stay at Northland Farm. Additional transportation fees (to a minimum of \$75 up to a maximum of \$200) will be charged to said BUYER for the transportation of said CANINE to the new home. Additional veterinary fees and transportation costs will be charged to said BUYER for all medical expenses incurred and vaccinations (choice of vaccines will be at the discretion of said BREEDER) as well as deworming fees.

CANINES purchased domestically (within the United States) will be delivered by said BREEDER or Premium Pet Transport shipping company. Any other shipping company cannot be used to transport said CANINE unless written permission is given by the BREEDER.

Said CANINE will receive his/her first round of vaccinations at 6 weeks of age, second round of vaccinations at 8 weeks of age, and third round of vaccinations at 12 weeks of age, deworming (as needed) and microchip. All CANINES will be examined by a veterinarian for health within 10 days of travel or pick up. A health certificate will be supplied to BUYER.

BREEDER does their best to keep all CANINES parasite free, however sometimes they occur. The BREEDER does not have parvovirus at their farm and does their best to ensure CANINES are not exposed. It is the responsibility of said BUYER to treat and prevent internal and external parasites and parvovirus. It is recommended that CANINES younger than 6 months of age have fecal examinations frequently and dewormed as determined by BUYER's veterinarian. It is recommended that BUYER provide heartworm, flea and tick, and parasite prevention treatment monthly for the entirety of the CANINE's lifetime and testing at least once per year after one (1) year of age.

The BREEDER does not assume any liability for any injury to said CANINE after delivery or departure from Northland Farm with a shipping company.

The BUYER agrees to notify the BREEDER of any changes of address within 30 days during the CANINE's lifetime.

Said BREEDER reserves the right to cancel the sale of said CANINE at any time if said BUYER is in breach of contract or verbal agreements or for any reason based on said BREEDER's discretion. BUYER will be notified in writing via email, text, and/or post mail of the cancellation of sale.

BREEDER shall not be held responsible for acts of said CANINE or any damage they inflict on property, people, livestock, or other animals after the CANINE has left the possession of the BREEDER.

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Should BUYER choose to break any of the covenants in this agreement, the guarantees included herein will be considered null and void. BREEDER will have the right to repossess the CANINE and BUYER will be liable for any costs involved in that repossession.

Breeding/Show Quality Purchase Stipulations

Said CANINE has been graded to be BREEDING/SHOW quality and the following stipulations apply:

- i. Prior to breeding said CANINE, said BUYER agrees to the following conditions:
 - a) Said CANINE has had preliminary OFA testing done by a licensed veterinarian.
 - b) Said CANINE's eyes have been tested with no ocular abnormalities that would be inconsistent for breeding or showing purposes and a certificate issued from OFFA, CERF, or a licensed veterinarian.
 - c) Said CANINE has been tested for juvenile epilepsy with a resulting analysis not identified as affected.
 - d) In the event said BUYER does not perform all required health testing at their own expense prior to breeding said CANINE, breeds to any dog not registered with the CMDR or CMDA, breeds said CANINE prior to said BREEDING AGE (intentionally or unintentionally), said BREEDER retains the right to refuse registration of puppies resulting from said breeding and any future puppies by or out of said CANINE.
 - e) If said CANINE fails required health testing said BUYER agrees to spay or neuter said CANINE immediately at said BUYER expense.
 - f) Said BUYER agrees to consult said BREEDER regarding whether said CANINE has matured to breeding quality prior to breeding him/her. If said CANINE does not meet breeding quality said BUYER agrees to spay/neuter said CANINE at BUYER's expense or return said CANINE to BREEDER at BUYER's expense. If said CANINE does not meet breeding quality and said BUYER chooses to spay/neuter and retain the CANINE, said BUYER will submit a certificate of spay/neuter from their licensed veterinarian within 7 days of the procedure and receive a \$200 rebate from said BREEDER.
 - g) Said Canine may only be bred to dogs meeting the following criteria:
 - a. Said CANINE may only be bred to a partner who meets BREEDING AGE.
 - b. Said CANINE may only be bred to a partner with at minimum preliminary OFA testing.
 - c. Said CANINE may only be bred to a partner that is actively being used as a Livestock Guardian Dog.
 - d. Said CANINE may only be bred to a partner that has no major physical deformities, such as but not limited to, noticeable overbite, underbite, limb

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deformities, or health disqualifiers, such as but not limited to, juvenile epilepsy, diabetes, genetic conditions.

BREEDER makes no spoken or written guarantee that said CANINE will mature to be breeding quality. Said BUYER agrees to adhere to the stipulations within this contract as well as the Breeding Agreement.

Said BUYER is encouraged to have preliminary hip and elbow radiographs performed between the ages of 8 to 14 months and send copies of the OFA analysis report to said BREEDER.

Said BUYER must be a member of the Colorado Mountain Dog Registry or Colorado Mountain Dog Association and agrees to adhere to the club's Code of Ethics as well as this agreement in all breeding practices.

Yearly updated pictures of said CANINE will be sent to said BREEDER by said BUYER. BUYER agrees that BREEDER may use the photographs and any particulars of qualifying awards or breedings in any future advertising.

At the age of two (2) years, should said CANINE be OFA tested for hip and elbow dysplasia and the resulting analysis deemed not appropriate for breeding and/or said CANINE's eyes be tested and the resulting analysis showing ocular abnormalities deemed not appropriate for breeding, any costs incurred for health testing remain the sole responsibility of the BUYER and shall not be refunded by the BREEDER. Upon provision of veterinary reports and Orthopedic Foundation for Animals (OFA) report, said BUYER will be provided with one of the following options:

- a) Should BUYER choose to relinquish ownership of said CANINE to said BREEDER and accepts a replacement canine of similar quality, BUYER must pay any shipping or miscellaneous costs associated with transport of replacement canine. BREEDER will provide a replacement breed quality canine as soon as such a canine becomes available.
- b) Should BUYER choose to relinquish ownership of said CANINE to said BREEDER for a refund of full purchase price minus non-refundable deposit, said BUYER will pay the cost for any shipping or miscellaneous costs necessary for return transportation of said CANINE to BREEDER and replacement puppy from BREEDER to BUYER.
- c) Should BUYER choose to keep said CANINE, said CANINE must be spayed or neutered as soon as medically able and spay/neuter certificate must be provided to BREEDER within 7 days of the procedure. If BUYER provides the BREEDER the spay/neuter certificate within 7 days they are eligible for a \$200 rebate. Failure to provide the spay/neuter certificate within 7 days results in the guarantees in this agreement to be null and void.

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All resulting puppies bred by said CANINE following the requirements listed must be registered with the CMDR and/or CMDA and are encouraged to be registered with the ARBA.

The BREEDER neither makes nor implies any warranties or guarantees, express or implied, other than those written in this agreement, including but not limited to the warranties of merchantability and fitness. This document constitutes the entire agreement between the BREEDER and BUYER with respect to this sale. The BUYER's signature below indicates that he/she has read, agrees, and understands all the conditions of this Purchase Agreement.

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Wherefore, the above-named BREEDER and BUYER have executed the foregoing purchase agreement on

this _____ day of _____, 20 _____.

BUYER:

Address:

Phone:

Email:

Farm Letters:

Signature:

BREEDER

Address:

Phone:

Email:

Farm Letters:

Signature:

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