



## ADOPTION AND PURCHASE AGREEMENT OF PUPPY

***Money can buy you a fine dog but only love can make him wag his tail.*** Kinky Friedman

We are very keen in protecting our puppies and to secure them a loving foster family hence this is an Important notice from *Foufou's Teacup Puppies* to the new puppy adopter:

Scientists have discovered that oxytocin, spikes in both human and canine brains when a dog is gazing at its owner. Oxytocin is a hormone known to play a strong role in triggering feelings of unconditional love and protection when parents and children bond. Researchers suggest that owners love their pets in the same way as family members, and dogs will return their devoted affection. Since 2015, our adopters love their puppies the same way they love their children. We want you to do as much. If you consider yourself capable of giving this amount of love, we would be pleased to welcome you as one of our adopters.

***Foufou's Teacup Puppies Inc.***

**THIS AGREEMENT** was made the \_\_\_\_\_

### **BETWEEN**

Adopter (buyer):

Name:

Address:

Phone:

Email:

### **AND**

Foufou's Teacup Puppies Inc. (Seller):

Address: 136-2446 Bank Street 626,

Ottawa, ON, Canada K1V-1A4

Phone: 1514-795-3687 / 1833-368-3686

The parties (buyer and seller) accept and agree to be bound by the below terms and conditions governing the purchase and sale of a puppy.

### **TERMS AND CONDITIONS**

#### **Payment of Purchase Price**

Upon payment of the sum of \$\_\_\_\_\_ by buyer to seller (the "Purchase Price"), seller grants, sells, transfers and conveys ownership of the puppy to the buyer.

#### **Description of the Puppy**

Breed:

Gender:

Colour:

Initials:

## **Seller's liabilities and Warranties**

Seller represents and warrants to buyer the following:

The puppy is sold free and clear of any lien, security interest, charge or other encumbrance.

The puppy is in good health and free of communicable diseases at the time of the sale.

The seller will provide a maximum of 2 videos of the puppy as a courtesy during the export process.

Seller does not give any direct or implied guarantees of any type except those that are specifically stated in this agreement.

For no reason whatsoever, seller will not refund in whole or in part any payment or deposit made by buyer. The seller does not provide an exchange for another puppy. Payments are final and cannot be transferred to another puppy.

We adamantly cannot guarantee the potential adult size of any puppy at point of sale. Seller only provides an approximate size and weight measurement by dividing the size and weight of both parents (dam and sire) by two. A puppy is similar to a human baby, whereas, the size and weight of the potential human adult cannot be guaranteed at point of birth.

There is no guarantee about date and time of delivery as seller's priority is to ensure the safest travel to puppies. Delivery time and date is subject to change at any given time without previous notice for any matter related to transportations and logistics. If the seller finds that the puppy needs more time to gain weight, the seller has the rights to keep the puppy longer until the recommended weight for travel is reached.

The puppy is sold in good health with all necessary vaccinations.

Seller is not responsible for any veterinary bills that may be paid by the buyer.

The puppy is vaccinated against Parvo, Distemper, Adenovirus, but no guarantee is given against these diseases due to their unpredictable nature.

The puppy might seem different from point of sale to delivery. This is due to the natural growth peak of the puppy, keeping in consideration the said puppy's age. We offer 2 video calls to see the growth of the puppy during the export process.

No guarantee is given against hypoglycemia, kennel cough (bordatella) and liver shunt.

No guarantee against internal and external parasites, loose stool, coccidia, giardia or any condition that can be corrected by a veterinarian.

No guarantee over the type of puppy's coat or color, or its ability to breed. Note that the puppy's coat color can get lighter with time.

No guarantees given over the puppy's eye color, or the concentration of the melanin in eyes.

It is agreed that the Seller is responsible for preparing all travel documentation papers, and vaccinations needed for the puppy to enter the country of destination. The Seller will not be held responsible for any airport fees or ground handling problems with customs or airport authorities at the country of destination. The seller is not to be held responsible for any case regarding any custom related matter. It is the responsibility of the buyer to pay the airport fees at the time of pick up of the said puppy. Some airports require a customs broker to clear customs on the puppy. The buyer is responsible for the broker and airport fees.

Initials:

## **Buyer's liabilities**

The Buyer certifies that he/she is buying this dog for him/herself, to keep, nurture and cherish for the entire lifetime of the dog, and is not acting as an agent for another party.

The Buyer agrees to take good and reasonable care of the puppy, to feed and house it properly, and to promptly give or secure the best attention for its' physical welfare and being.

The puppy will reside with the Buyer as a companion pet to the Buyer and the Buyer's family.

The Buyer will keep the puppy in an enclosed area of adequate size, and will not allow the puppy to roam at will. Buyer will not keep the puppy chained or tethered or permanently house the puppy in a kennel.

The Buyer will have the exact recommended food prior to the puppy's arrival. The puppy might refuse to eat anything else and that can be problematic.

Buyer will provide the puppy with recommended nutritious food and necessary veterinary care, including de- worming, heartworm prevention and regular vaccinations.

Buyer is not acting as agent for any other person or business in the purchase of the puppy.

Buyer will not sell, give, or release the puppy to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.

In the event buyer sells the puppy to a new adopter, buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

The buyer will not hold the seller responsible for keeping the puppy longer than expected to meet the travel requirements of the airline.

## **Return policy in case of hereditary disease**

The seller guarantees the puppy until one year of age against life threatening congenital or hereditary defects that are limited to the heart, lungs or liver. (This does not include Luxating, Patellas)

If the puppy is found to have one of these defects, the puppy must be returned and a replacement will be sent.

The Buyer must give a signed statement and medical report from the Veterinarian stating the type of defect.

If a puppy must be replaced, it will be replaced with the next available, same gendered puppy of the same quality and color and the total expense of shipping will be paid by the buyer.

The above mentioned one year health guarantee is void if the puppy is resold.

## **Shipping**

The seller is not responsible for any condition that is caused in the shipping process.

The seller will take the utmost care in handling the shipping of the dog but is not responsible for any accident that might occur during the travel in case the dog gets hurt.

The buyer understands that the dog may be stressed or nervous after the shipping process. Any puppy going to a new home may be a bit unsure of themselves until they are comfortable within their new surroundings.

Initials:

## **Hospitality fees**

Any delay in receiving the puppy due to the buyer will be charged additional hospitality fees of \$50 per day.

## **Limited Lifetime return policy**

The seller offers a limited lifetime return policy for our dogs.

If for a valid reason, a buyer can no longer keep the purchased dog, the seller shall agree to take the dog back from the buyer and try to find it a good home. The return of any monies does not apply in this circumstance. This is also done on a case by case basis.

## **Pricing**

The price of our puppies are justified by the quality of their lineage. Our care nannies provide round the clock care, from the day the puppy is born, until the puppy's travel date. It is a full-time job to provide good care and nurturing to each puppy for a 4 months period. This is to ensure a healthy and happy puppy delivered. The size of a puppy does not impact in any way its price. Note that the full-grown size and weight of a puppy can never be guaranteed.

## **Non Breeding**

The puppy is sold as a pet only. The puppy is also sold on a non-breeding contract. By signing this contract, buyer agrees to insure dog is not bred until altered.

If these circumstances were to happen the seller has the right to take back the puppy and its baby puppies at no expense.

## **Health Guarantee**

We offer a one year health guarantee for all puppies.

In case of your puppy develops any untreatable life-threatening defect or death occurs by heart, organ, genetic defect, please send initial vet exams stating the cause of death and a picture of the puppy deceased. When making a claim, we require you to send us a copy of all of your initial vet exams and your permission to speak with your vet. Please note that canine distemper and canine coronavirus symptoms must be reported to us by your vet in the first 15 days of receiving your puppy (incubation period) to be eligible for the health guarantee.

We do not cover any treatable disorders or common disorders such as luxating patella, hernias, open fontanel, parasites, and blood sugar.

Please feed your puppy properly to prevent Hypoglycemia/low blood sugar. We properly treat all puppies with Parasites however, parasites are not covered in our guarantee as they are common in all puppies and easily treatable. We will gladly replace your puppy under reasonable circumstances however, we are not responsible for any vet bills.

Initials:

### **Blood work directive**

No blood work can be done on the puppy within a year of the signature of this agreement, if not this agreement will be null and void.

Puppy may only have blood work done for medical emergency only and seller must be contacted FIRST before any blood work is done. If such notice is not respected, the health guarantee mentioned above will be cancelled. This is made to ensure the welfare and safety of our puppies, due to past complications with vets that could not find the vein, or have taken too much blood which resulted in a cardiac arrest.

### **Indemnity and Release**

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto.

Buyer releases seller from any and all liability, costs or damages caused by the puppy after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

### **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada.

### **Entire Agreement**

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Each party acknowledges receiving a copy of this agreement, the buyer is responsible for reading the agreement, and by signing this agreement is acknowledging and agreeing to all the terms and conditions.

I have read and understand the warranties and conditions.

Seller : \_\_\_\_\_ Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Initial