

AGREEMENT FOR THE SALE OF A DOG

1. Definitions:

- a. "Breed" means allow the dog to produce either registered or unregistered progeny.
- b. "Buyer" means _____.
- c. "C3 vaccination" means vaccination against parvovirus, hepatitis and distemper
- d. "C5 vaccination" means vaccination against parvovirus, hepatitis and distemper, parainfluenza and Bordetella bronchiseptica
- e. "Dog" means _____.
- f. "Deposit" means _____, to be deducted from the purchase price.
- g. "Desex" means neuter, castrate, spay or otherwise render infertile.
- h. "Limited Register" means the Limited Register maintained by the Victorian Canine Association Inc (trading as Dogs Victoria).
- i. "Main Register" means the Main Register maintained by the Victorian Canine Association Inc (trading as Dogs Victoria).
- j. "Payment time" means _____.
- k. "Purchase price" means _____.
- l. "Seller" means Dr Ayman Hassan of 5 Mountain Flat Road, Narre Warren East, Victoria, 3804.
- m. "Specified congenital defects" means:
 - i. hip or elbow dysplasia; or
 - ii. progressive retinal atrophy.

Payment

2. Subject to this agreement, the buyer agrees to buy and the seller agrees to sell the dog to the buyer.
 - a. The buyer must pay the deposit to the seller at the time of executing this agreement.
 - b. The buyer must pay the purchase price to the seller at the payment time.
 - c. The seller must give possession of the dog to the buyer on full payment of the purchase price.

Seller's legitimate interests

3. The buyer acknowledges that the seller has a serious and legitimate interest in:
 - a. Preserving the integrity of the breed and of the bloodlines he has acquired or developed;
 - b. Protecting the reputation of his kennel and the of bloodlines he has acquired or developed;
 - c. Controlling who may exploit and profit from the bloodlines he has acquired or developed;
 - d. Promoting the interests of the breed as a whole, including by preventing inappropriate or undesirable breeding; and
 - e. Protecting, as far as possible, the health and wellbeing of dogs he has bred even after he has sold them.

Training and shows

4. The buyer must take reasonable steps to ensure that the dog receives appropriate obedience training.
5. The buyer must take reasonable steps to ensure that the dog receives daily exercise such as hunting, sporting and agility training, or other exercise appropriate to the breed's needs.
6. The seller strongly encourages the buyer to enter the dog into dog shows or field and retrieving trials, although the buyer is not obliged to do so.
7. The seller strongly encourages the buyer to become a member of the Victorian Canine Association Inc (trading as Dogs Victoria) although the buyer is not obliged to do so.

Desexing

8. The seller will register the dog on the _____ Register.
9. If the dog is registered on the Main Register, buyer must not desex the dog without the prior consent of the seller, even in the case of medically recommended or required desexing.
10. The seller may give or refuse consent to desexing at his absolute and unfettered discretion.
11. If the dog is registered on the Limited Register, the buyer must not upgrade the dog's registration to the Main Register without the seller's prior written consent.

12. The seller may give or refuse consent to upgrading registration at his absolute and unfettered discretion.

Breeding rights

13. The buyer must not breed the dog without the seller's prior consent.
14. The seller may give or refuse consent to breeding at his absolute and unfettered discretion.
15. Without limiting the generality of clauses 13 and 14, and purely to avoid doubt:
 - a. The buyer acknowledges that the dog is a French line Epaneul Breton.
 - b. The buyer acknowledges that the seller will never consent to the dog being bred with an American line Brittany.
16. If the buyer breaches the obligation in clause 13 the buyer must pay the seller liquidated damages in the sum of \$15,000.

Health of the dog

17. The seller warrants that the dog is free of the specified congenital defects.
18. If it is discovered that the dog suffers from a specified congenital defect then:
 - a. The seller will refund the purchase price to the buyer; and
 - b. The seller will not be liable for any other expenses or losses the buyer may incur or have incurred, including but not limited to veterinary expenses, medication expenses, diagnostic expenses, training expenses or any other losses whatsoever.
19. At the time of the seller giving possession of the dog to the buyer, the dog must:
 - c. be microchipped;
 - d. be wormed; and
 - e. have received one C3 vaccination.
20. Throughout the life of the dog, the buyer must keep up to date the dog's C5 vaccination, heartworm prevention and parasite prevention.

Right of first refusal

21. If the buyer intends to sell or give away the dog at any time, the buyer must give the seller the right of first refusal to buy the dog at market price.

22. If the buyer sells or gives the dog to another person, the buyer must require that person to agree to be bound by the buyer's obligations under this agreement.
23. If the buyer breaches the obligation in clauses 21 or 22 the buyer must pay the seller liquidated damages of \$20,000.

Ayman Hassan

Seller

Buyer

Date of execution: