



Gryphon Cocker Spaniels Purchase Agreement

The following agreement is between Kevin A Rycroft aka Gryphon Cocker Spaniels, hereafter referred to as Seller and _____, hereafter referred to as Buyer, for the sale and purchase of one purebred dog of the American Cocker Spaniel breed as follows:

Breeder: Kevin A Rycroft

This agreement is constructed on:

On this _____ day of _____, 20____ the above-described puppy was directly transferred to:

New Owner ("Buyer"): _____

Address: _____ City: _____

Province: _____ Postal Code: _____

Phone: _____ Alternate: _____

Email: _____

Gryphon Cocker Spaniels

209 Ravvensmoor Link SE Airdrie, AB

T4A 0J8

Somme1916@telus.net

Purchase Price of Puppy CAD \$ _____ this price excludes shipping or driving expenses.

Puppy Breed: American Cocker Spaniel

Sex: M _____ F _____

Date of Whelp: _____

Coat Color: _____

AKC/CKC Registered

Yes / No

Micro Chip # if given: _____

Health Certificate Date if given: _____

NOTES:

DISCOUNTED PUPPIES: In addition to the Bill of Sale part of the contract, you agree if you are purchasing a puppy/dog at a discounted price no matter how much the discount or for whatever the reason the puppy/dog was discounted for off of my normal purchase price that you if you have to retain any medical services those fees will be the responsibility of the new owner.

This includes any and all vet bills. We also suggest that you purchase Pet Health Insurance.

Use of the puppy/dog: It is agreed between Seller and Buyer that this dog is being acquired as a family use of the puppy/dog: It is agreed between Seller and Buyer that this dog is being acquired as a family companion only and the dog will be used for tasks appropriate to its breed. Purchaser further affirms that he/she will not resell this dog, give it away or by any means provide it to a flea market, auction, pet store, wholesaler, or commercial distributor of dogs, or to any commercial or hobby dog establishment, such as another dog kennel, or for laboratory use nor will it be used for any activity for which it is not suited by reason of temperament or structure. The Buyer also agrees not to ever abandon the puppy/dog, or surrender it to a shelter.

Naming your puppy: All puppy's names will be the name chosen by the buyer, the name given by seller is temporary unless buyer chooses to leave it as such.

While the Sire (father) is AKC registered the Dame (mother) is not registered and as such the puppies are not



Health Record: Vaccinations given by Breeders vet as per age, at 6 weeks (Vaccination records will be provided) - you will need to get the rest of the full series of shots at your cost through your vet.

BILL OF SALE

1. All puppies and dogs are sold as companion animals. Our puppies and dogs are not sold as breeding prospects or show prospects. They are sold as pets only! If you choose to breed that is totally your choice (but be responsible if you purchase a merle that you do not breed with another merle as this can result in numerous health issues for the puppies) but that is not a guarantee that they can or will reproduce. Puppies/dogs are sold as pets, we do not guarantee if this puppy/dog will be able to produce and what color he/she will produce or if reproductive organs will work properly or if the puppy/dog will be able to stay in tack or be able to breed. We do not guarantee that the puppy/dog may be sterile. We do not guarantee that this dog will not need to be spayed/neutered. We do not guarantee that the puppy/dog will be healthy enough to breed. Nor do we guarantee that the puppies resulting from breeding will not have genetic problems.

We do not guarantee that any puppy/dog that has genetic testing of any kind will pass, clear, be listed as normal, this also will not be used as proof of health or sickness of such puppy/dog as in most cases it is genetic markers and is at the discretion of the breeder.

2. The puppy is defined to be an American Cocker Spaniel puppy/dog.

3. Unless otherwise negotiated and included in writing the puppy will come with Limited AKC Registration.

4. Breeder hereby sells and transfers breeder's interest in the puppy /dog in "AS IS" condition. All expressed/implied warranties are excluded. There are no warranties extended and the buyer agrees the puppy is sold "AS IS." The buyer further recognizes the breeder makes no warranties regarding the condition of the puppy. We provide a Health Certificate less than 10 days prior to shipping. I release Kevin Rycroft / Rycroft Cocker and any other family members from any and all responsibilities related to illness, injury or damage that may.

5. If shipping is required, the breeder is not responsible if the puppy/dog is injured, lost, stolen, killed, or occurs health problems including but not limited to respiratory issues, pneumonia, colds, flu, etc. Including any illness due to weather conditions due to being shipped. The breeder does not assume any liability for the injury of the said puppy/dog after the date of the shipping/meeting. The buyer is responsible for all shipping charges.

6. We do not guarantee your dog may not have a tinged pee-stained/yellow coat. Some puppies and dogs are learning to lift their leg and sometimes tend to pee on others, usually, that is the case of the boys peeing on the girls, marking their girl. Because most cockers are parti colors some do have yellow staining or tingeing this happens. Some dogs and puppies also walk through their poop and others poop/pee, also eat it, roll in it, and lay in it. NO MATTER HOW FAST YOU PICK IT UP! Once it gets on a white coat it is hard to get out, either cutting it out or letting it grow back. We do not guarantee this dog/puppy will have a perfect haircut. We are not professional groomers. Some of our dogs including those puppies over 6 months of age leave with a 10-blade cut which is a cut-down, sometimes it looks like a chop job. It is also much easier to keep adult dogs not showing in this type of coat then it is to keep them all grown out which is much cleaner and easy to keep. Hair does grow back! By signing this agreement, you understand that you lose the right to be offensive or comment on the type of hair cut given to the dog/puppy.

7. We will never refund any shipping charges, gas, lodging, and time or loss wages for any reason. NO REFUNDS WILL BE GIVEN INCLUDING CHARGE-BACKS ON CREDIT CARDS OR REFUNDS NO EXCEPTIONS!

8. The breeder is not responsible for ANY charges incurred by the buyer including vet bills once the puppy/dog leaves the breeder's possession. If for some reason something medically such as illness or death but not limited to does happen to your puppy/dog - You agree, by signing this or placing a deposit down or payment in full. You agree that breeder will not be sued, filed against or try to be rewarded any type of compensation for emotional distress, mental distress, emotionally distraught or any type of pain and suffering you will be agreeing to, no type of damages will be sought



9. We are not responsible for charges for Health Exams, Vaccinations including rabies and nasal vaccinations, prevention or treatment of parasites internal or external. All veterinarian care, charges or fees in diagnosing or treatment of any illness or disease, the disorder is the responsibility of the buyer. It is the sole responsibility of the Buyer. The breeder has no control over the puppy's/dog's new environment, exposure, food intake, veterinarian care, and socialization once it leaves breeder's home and breeder's possession.

10. We do not guarantee against life-threatening, communicable, hereditary disease, genetic or congenital defects. We do not guarantee against allergies or skin problems including primary keratinization disorder and seborrheic dermatitis or any type of dermatitis including mange, thyroid dysfunction, cherry eye (nontechnical term) or any prolapse of any kind of the third eyelid, any eye disorder or any type of hernia as hernias are known in the cocker breed. We do not guarantee that we will notice if your puppy/dog will have a hernia or not as sometimes they are unnoticeable at times. We do not guarantee against any type of anemia or autoimmune disorder especially those caused by environmental factors. We do not guarantee against any type eye problem or eye-related disorders including dry eye, blindness, hereditary cataracts including juvenile cataracts- any cataracts, any type of eye infections, or scratches/scars on the lenses or eye itself, glaucoma, conjunctivitis, PRA (Progressive Retinal Dysplasia) or any chronic eye problems. We do not guarantee against Cherry Eye (nontechnical term) or any prolapse of any kind of the third eyelid, any eye disorder of any type including protruding of the third eyelid. We do not guarantee your Cocker will not need any cherry eye removal or tacking of the third eyelid as it is a breed related issue. We do not guarantee against parasites such as coccidia, giardia this is including but not limited to, or internal or external or heartworms. The breeder also does not guarantee against stress-induced coccidia or giardia, which can be caused by stress, changing food or water supply, among other causes. We do not guarantee against parvo virus or any other type of canine virus or disease. We do not guarantee that we docked your puppy tail and dewclaws. The tails will not be docked and dewclaws were not removed (unless vet recommended). We do not guarantee reproductive organs including being cryptorchid or being a hermaphrodite. We do not guarantee against Unilateral luxated patella's or bilateral luxated patellae or any other patella issues, ligaments issues including ligament ruptures, dislocations of any sort especially against joints and muscles, muscle issues, alignment of joints, muscles, tissues, bones of any sort, any parts of thigh, hips, legs or knees including hip dysplasia, slipping stifles including arthritis or any type of spinal issue. We do not guarantee against tumors or cancers. We do not guarantee against diabetes of any kind, epilepsy or seizures of any type. We do not guarantee against any types of strokes including but not limited to Ischemic or Hemorrhagic. We do not guarantee against any type of heart defects including disease, but not limited to Class 1 or Class 2 heart murmurs. We do not guarantee any major organs. We do not guarantee against bites or teeth problems including underbites, overbites, malocclusion, occlusions, anterior cross, posterior cross, wry but not limited to another type of bite or orthodontic issues, including periodontal disease at any stage, we do not guarantee teeth do not need to be removed. We do not guarantee against lip fold pyoderma, cleft palates, cleft lips or harelips, removal of tonsils, hemophilia, liver disease, deafness/hearing, ear mites or ear infections including chronic ear infections, bites/teeth as well as submissive urination. We also do not guarantee against feeding lice/fleas/mites and ticks' infestations or poisoning, environmental differences/changes, training and/or behavioral problems or accidents. We do not guarantee against behavioral issues such as chewing, chewing of property, nipping, biting, snipping, scratching, mouthing, anxiety, aggression, marking of territory, food aggression, barking, digging in the yard, begging at the table and any other unacceptable behaviors. The buyer agrees that the puppy/dog has pet health insurance on the pet to offset any of the above possible health issues that may or may not occur. The buyer agrees by not providing pet health insurance on the said puppy/dog that they waive any warranty, guarantee, expressed or implied even though the puppy is sold "As Is".

11. The maximum the Buyer is able to sue the Breeder for is 10% of the purchase price. No way shape or form is shipping including airfare, crate and health certificate any or all charges associated with shipping ever be returned or partially given back as those are charges assessed by airlines. Nor will airfare to pick the puppy/dog up in person or by a third party.



12. We cannot guarantee the temperament of any dog or puppy. We can only tell you how they have acted in the past and how they acted with us. The new owners will also have to be very consistent at training to make this pet as their ideal dog. It usually takes anywhere from a couple of days, a week, or even longer to bond with your new animal, showing the new pet that pet is o.k. and you are good people. It has nothing to do with temperament, it has to do with adjustment.

13. We do not guarantee any dog or puppy that we are not the breeder on, this may include dogs that we bought for possible breeding, pet, or show. They are sold "As Is".

14. We also cannot guarantee correct bites on any dog/puppy. Puppies especially since puppy's mouths change so much one day you can have a perfect bite and the next day it can be off. Puppies do not get their perm. teeth until they are many months old. We do not guarantee bites with show prospects, past show dogs, any adult cocker or puppy. If the vet told us there was a bad bite and we discounted a puppy for a bad bite any and all medical charges that may occur after you got the puppy is solely your responsibility. For instance, if your puppy needs dental work done, surgery or anything pertaining to teeth that is your responsibility for those charges and fees. The buyer agrees that the puppy/dog has pet health insurance on the pet to offset any of the above possible health issues that may or may not occur. The buyer agrees by not providing pet health insurance on the said puppy/dog that they waive any warranty, guarantee, expressed or implied even though the puppy is sold "As Is".

15. Our Right to Refuse Sale- We have the right to refuse a sale to any puppies/dogs or provide services to any person at any time for a reason even if you have placed a deposit on a puppy/dog or payment in full. Since agreeing to this - there will be no fees or money owed because of our right to refuse sale- such as emotional loss, distress, missing out on another puppy, loss of time, etc. those are just examples. Some of the reasons for this are to include but not limited to. * Puppy didn't have a clear health certificate, so I do not think the puppy is ready to go, health issues, attachment issues, and deciding what we want to keep. * Including finding information that was not disclosed prior to the sale or during the sale process, like you say you have two dogs but you have 10 etc. For any reason, we decided to not sell you a puppy/dog your deposit or payment in full if it is our fault that will be returned to you for the reasons stated above. If you bought a puppy, once the whole litter is sold we will refund you the money or sooner. If you purchased an adult, the money will be returned to you within 12 weeks from our written notice that we will be returning your money.

16. Our Cocker breed is full of health issues and with that said not all Cockers are perfect medically either it be a puppy/older dog you may get from us. If something medically is wrong with your puppy/dog we ask that you not bash our name GRYPHON Cockers or Kevin A Rycroft. By signing this you understand that you are not to go to public areas such as but not limited to Forums, Pages, Groups, Blogs, Facebook, Myspace, Youtube, Websites or any other public areas where you can speak your mind about the issue you may have with your pet including contacting other breeders or contacting others who own dogs from our kennel.

17. Unless you have negotiated a Full Registration the puppy must be spade or neutered at a reasonable age, and proof must be provided before the microchip is released/transferred to you!

18. If for ANY reason, natural disaster, divorce, death, allergies, medically you are unable to care for your puppy/dog or is no longer desired by the buyer, contact the breeder immediately. As the breeder, by signing this contract or agreeing to this contract I get right of first refusal which prevents the dog from being resold without my approval or knowledge. If I decided to take the puppy/dog back YOU MUST include all paperwork such as all vet records, rabies, if the dog has fixed documents for that need to be provided. If Kevin agrees to take back the animal, it will be at no charge to Kevin, no puppy back, nothing. Failure to do so may result in legal action to reclaim possession of the said animal and the buyer agrees to be held responsible for any and all costs incurred by Kevin to do so. The breeder has the right to refuse the written request. The buyer is responsible for all shipping charges to get the puppy/dog back in Kevin's possession. By no means do we want our puppies/dogs to end up in the pound, shelter or rescue.



19. The Buyer will either have to have the puppy/dog shipped by an airline approved by the Breeder or the Buyer will meet Breeder at an agreed location. We will not allow transportation of our puppies/dogs provided such as Commercial Ground Transporters or any Third Party including other breeders unless we agree upon who is doing it, not everyone is responsible. This will be at the expense of the Buyer.

20. By signing this contract, you are giving permission to GRYPHON Cockers to use any photographs that we took from birth to the time they go home and any photos that you or your family have taken, we are able to use them in the way we see fit. Examples are placing them on our website or print ads.

21. We do accept electronic/digital signatures- you understand that it is acting as a legal signature, and you agree to it being legally bounded by the electronic/digital signature as this is a legal and binding document.

TOTALITY OF PURCHASE This constitutes the complete agreement between Gryphon Cockers ("Breeder") and (Buyer). All puppies/dogs purchased will be considered sold in the Province of Alberta regardless of the location of the buyer. The venue of any litigation concerning the Agreement or transaction shall be in Airdrie, AB and may not be litigated in your province/state.

This is a LEGAL and BINDING SALES Contract I READ, ACCEPT, UNDERSTAND, WILLING AGREE, AND AGREE TO THE TERMS STATED WITH THIS AGREEMENT

Signature & Acceptance of Buyer _____ Date _____

Electronically Signed Signature & Acceptance of Breeder Gryphon Cocker Spaniels

Email somme1916@telus.net