



## Just Wright Canids Sales Contract

### I. Date and Parties

This agreement made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

ID: State \_\_\_\_ Number \_\_\_\_\_

(Hereinafter known as the "Buyer") and

Just Wright Canids, PO Box 118. Monclova, OH 43542

(Hereinafter known as the "JWC").

Phone: 567-218-1208

Email: JustWrightCanids@gmail.com

### II. Purchase Price & Description

The Buyer agrees to purchase the following Canid from JWC:

Breed/Species: \_\_\_\_\_ Sex: Male Female

Color/Other Physical Identifiers: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Total Purchase Price: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Deposit Paid: \$\_\_\_\_\_ Balance Owed: \$\_\_\_\_\_

### II: Health & History

- a. Vaccination and veterinary records for the Canid being sold will be provided to Buyer on date of sale.
- b. If Embark results (genetic testing results) directly related to the Canid (ex. results of the Canid itself and/or the Canid's relatives) are available, they will be provided to the Buyer upon request. JWC guarantees that the Canid will not develop any genetic health condition that has been tested for by Embark.
- c. If Buyer completes any genetic testing on the Canid, results must be shared with JWC within 30 days of acquiring results so that continuation of health monitoring and lineage information of JWC's lines may be documented.

Buyer Initials: \_\_\_\_\_ Page 1 of 5

- d. If Buyer becomes aware of any valuable health information of the Canid, over the lifetime of the Canid, that may have implications for JWC's lines the Buyer must inform JWC within 30 days of discovery. Examples may include, but are not limited to, hip/elbow/other joint findings, physical abnormalities, organ issues such as heart murmurs, etc.
- e. JWC ensures that the Canid has been evaluated for health by a licensed veterinarian and has received appropriate healthcare prior to sale.
- f. JWC guarantees the Canid's health for 72hrs after pickup (exclusions listed in II.g). If any health concerns are found by a licensed veterinarian within 72hrs of pickup, Buyer must inform JWC within 24hrs of discovery. Buyer gives JWC authorization to have all veterinary records of Canid transferred to JWC's veterinarians office. JWC will cover medication costs directly related to the veterinarian's confirmed health concern. Payments will only be made directly to the Buyer's veterinarian's office.
- g. JWC does not guarantee against common canine parasites including, but not limited to; fleas, ticks, intestinal worms (hook, whip, round, tape, etc.), giardia, or coccidia. These parasites are extremely common in canids and can be picked up anywhere after the Canid leaves the premises. JWC avows that all canids have received regular and comprehensive deworming prior to the date of sale. Future routine deworming is at the sole responsibility of the Buyer.

#### **IV. Transfer of Ownership and Liability**

- a. On the date of sale, after payment in full has been delivered to JWC, possession and ownership of the canid shall transfer to the Buyer.
- b. JWC will provide microchip registration information to the Buyer for the Canid.
- c. After date of sale the Buyer is responsible for all health, financial and legal liability of the Canid.
- d. Buyer has sole responsibility to ensure ownership of Canid is legal, and/or to complete necessary filings to make ownership legal, in their location of residence.
- e. If Buyer cannot, or is found to have not, maintained the health and care of the Canid, as would be reasonably agreed with by a veterinarian, for any circumstance and at any point over the lifetime of the Canid, Buyer must offer to surrender the Canid back to JWC, with no refund given. JWC may then reassume ownership of the Canid or give written permission to Buyer to transfer ownership to another party.
- f. If Buyer determines that the Canid must be rehomed due to reasons personal to the Buyer, within the first three years following the date of this Agreement, Buyer must offer JWC first right of refusal for reassuming possession/ownership of the Canid. This right will be reasonably exercised, and only if a suitable home for the Canid is not identified. If more than three years have elapsed since the date of this Agreement, Buyer will exercise due diligence in finding the Canid a suitable

home. If a new home is unable to be identified, Buyer will contact JWC and offer to transfer possession/ownership of the Canid back to JWC. If JWC refuses to regain possession/ownership of the Canid, JWC shall provide this refusal to Buyer in writing.

- g. The following conditions apply to IV.e and IV.f:
- i. If JWC is to reassume possession/ownership of the Canid the Buyer is responsible for the return of the Canid to JWC. If Buyer is unable to drop off the Canid to JWC and JWC must drive to the Buyer to pick up the Canid, Buyer will be charged \$0.50 per mile driven by JWC. The distance driven shall be the sum of the drive to, and drive from, the Buyer. This is to be paid to JWC at time of pickup of the Canid.
  - ii. If the Canid is determined to require vet care by JWC after repossession, Buyer will be held accountable for any vet fees paid by JWC. Buyer will be notified within 72 hours of the vet visit of the amount paid for vet care. Once notified of the charges, Buyer will have 7 days to send the full payment to JWC.
  - iii. If Buyer is found to have relinquished ownership of the Canid to another party without either written permission to do so or written refusal by JWC to regain possession of the Canid, Buyer will be charged a fee of twice the amount of the original purchase price of the Canid. This is to be paid within 30 days of discovery by JWC.

## V. Breeding Rights

- a. The Buyer is  GIVEN  NOT GIVEN the right to utilize the Canid listed in this agreement to produce offspring.
- i. If breeding rights are not given to the Buyer, the Buyer may contact JWC at anytime to renegotiate the authorization of breeding rights of the Canid. Written authorization from JWC to breed the Canid must be given to the Buyer prior to the Canid being bred. JWC retains the right to assess a charge for giving the Buyer breeding rights.
- b. If the Canid is discovered to have produced puppies without authorization of breeding rights, JWC shall have the right to claim a fee of Seven Hundred Fifty Dollars (\$750) which shall be paid to JWC within 30 days of discovery.
- i. If this fee is charged, this does not substitute as written authorization of future breeding rights of the Canid.

## VI. Indemnity & Release

If any action or failure to act on the part of the Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold JWC

Harmless and to pay all of JWC's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases JWC from any and all liability, costs or damages caused by the Dog after placement with JWC, including but not limited to damage to or destruction of property, and injury to any person.

#### **VII. Limitation of Action**

Any action or claim brought by Buyer against JWC for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

#### **VIII. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Ohio. Any legal actions taken against JWC must be filed in Lucas County, Ohio.

#### **IX. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be modified to the extent necessary so that it is valid, legal, and enforceable and reflects the intention of the Buyer and JWC.

#### **X. Non-Disparagement**

The Buyer agrees to not disparage JWC. "Disparage" shall mean any negative statements, reviews, comments, or feedback, whether written or verbal about this agreement, the services provided, JWC and its employees. This will include all verbal, written, and electronic communication, whether email, text message, posts, use of Yelp, LinkedIn, Facebook, Google, Yahoo, any other online website, or any other form of social media. Should Buyer be found to have disparaged JWC in any manner, Buyer agrees to pay a fine of \$10,000 in addition to any collection costs, attorney fees, court costs, other legal expenses, and all other expenses that may be accrued by JWC in order to enforce the rights of JWC under this agreement.

#### **XI. JWC Promotion**

Buyer grants JWC the absolute and irrevocable right and unrestricted permission to use the likeness, image, and/or appearance of the Canid as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of JWC. This shall also include any content sent to JWC by Buyer even if JWC did not officially request it. Buyer agrees that JWC has the complete ownership of such material and can use said material for any purpose, including, but not limited to, videos, publications, advertisements, social media, web sites, and any promotional materials in any medium. Buyer acknowledges that they will not receive any compensation for the use of such images, video, likeness, etc.

**XII. Agreement Attestation**

- a. This Agreement is intended by both the JWC and the Buyer to be full and final expression of their agreement and shall not be contradicted by any prior written or oral agreement.
- b. By signing below, both JWC and Buyer acknowledge and agree to the conditions of sale as listed in this document.
- c. The Buyer acknowledges that they have received the Canid and it is now in their possession.

**Buyer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Printed Name \_\_\_\_\_

**Just Wright Canids Representative (JWC)**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Printed Name \_\_\_\_\_