

**GET PET NOW**

**COMPANY**

**CONTRACT AGREEMENT**

## ANIMALS/PETS SALES CONTRACT AGREEMENT

THIS ANIMALS/PETS SALES CONTRACT AGREEMENT (this "Agreement") is made, entered into, and effective as of October.....2022 (the "Effective Date")

BY AND BETWEEN: Breeder/seller

**GET PET NOW** (hereinafter referred to as the "Provider" "We" or **Company**) a company registered in Quebec, Canada and operating within the ambit of the laws of the Canada and European Union (EU),

**AND:**

\_\_\_\_\_ (Company Name) \_\_\_\_\_ ("you" or "your") \_\_\_\_\_ (Address) \_\_\_\_\_  
(individually a "party" and collectively, the "parties"),.

This written contract sets forth the full, written intention of both Parties and supersedes all other written and/ or oral agreements between the parties.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party), the parties agree as follows:

### **Purchase, Price, and Description of the following Animal**

The Buyer agrees to purchase, for the sum of \$ \_\_\_\_\_ (US Dollars), the following Animal or Pet from the Breeder/Seller:

Name (if any): \_\_\_\_\_ Breed: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Sex: \_\_\_\_\_

Color: \_\_\_\_\_ Registration: \_\_\_\_\_

State of health: \_\_\_\_\_

## **Date of Sale**

The sale of the Animal/Pet shall occur on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with either:

## **TERMS OF SALES**

### **Deposit, Payment of Purchase Price, Fees**

Buyer has paid a deposit of \$\_\_\_\_\_, with payment of the balance of \$\_\_\_\_\_ due upon release of the Animal/Pet to Buyer. The expected delivery date is \_\_\_\_\_, or such other date as the parties may mutually agree. Payment of the balance may be made by Visa and Mastercard via stripe payment with a 4% processing fee.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Animal/Pet if:

- (a) Buyer fails to complete the purchase of the Animal/Pet for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within \_\_\_\_\_ days of the agreed delivery.

In either event, Seller shall be free to sell the Animals to another party.

In the event that the Animal/Pet is not available due to sickness, death, or any other circumstance which is due to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of Animal.

### **Seller's Representations and Warranties**

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Animal and that Seller has full right and authority to sell the animal/pet.
- (b) The Animal is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Seller guarantees that the Animal is a purebred animal, offspring of the purebred sire and purebred dam set out on page of this Agreement.
- (d) The Animal is in good health and free of communicable diseases at the time of this sale. Buyer has 2 days from the delivery date to have the Animal examined by a licensed veterinarian, at Buyer's sole cost. If the Animal fails the examination, Buyer may return the Animal, with a written statement from the veterinarian. Failure by Buyer to have the Animal examined within

the 2-day period will nullify this warranty. If Buyer chooses to keep the pet, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.

### **Fitness of Purpose**

The Seller does not provide any warranty as to the Animal's fitness for any specific purpose, including obedience trials, ring performance, and/or breeding purposes.

### **Buyer's Representations**

Buyer represents to Seller that:

- (a) The Animals/Pet will reside with Buyer and Buyer's family.
- (b) Buyer will ensure adequate fencing and space will be provided for the Animals, and will not allow the Animal to roam at will.
- (c) Buyer will provide the Animals with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations.
- (d) Buyer is not acting as agent for any other person or business in the purchase of the Animals.
- (e) In the event Buyer sells the Animal to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

### **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 Animal after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

### **Limitation of Action**

Any action or claim brought by Buyer against Seller 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. If the Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the Venue for such action shall be in Box Elder County, Quebec Canada. The Buyer assents to personal jurisdiction within such venue regardless of their place of residence and agrees that any judgement obtained is enforceable within the jurisdiction that they reside in as if obtained within that jurisdiction.

**Governing Law, Venue and Jurisdiction**

This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the Province of Quebec, Canada and the laws of Canada applicable therein and will be treated in all respects as a Province of Quebec contract. Any action based on a breach of any provision of this contract agreement shall be brought exclusively in the federal or local courts presiding in Quebec, Canada. You hereby waive any and all jurisdictional and venue defenses that might otherwise be available

**Severability.**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**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.

This Agreement may be modified only in writing and signed by both parties. Email messages confirming agreement by both parties will suffice and be considered as modifications to this contract.

**For buyer:**

**For seller:**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_