

DOGS Victoria

AGREEMENT OF SALE/PURCHASE/LEASE OF A DOGS VICTORIA REGISTERED DOG

I/We.....
(Name of Purchaser/Lessee in full; use block letters)

Hereby certify and agree that on (date).....I/We purchased/leased or otherwise
acquired the dog
(Name and Registered Number of dog)

Breed..... Sex.....

From.....
Name/s in full of person/s selling/leasing or otherwise disposing of the dog; hereinafter referred to as the seller

on the clear understanding that: (delete and initial clauses not applicable)

1. DECLARATION BY THE SELLER (Delete two of the clauses A or B. Both parties initial the remaining clause.)

A The dog is registered on the ANKC Main Register and is sold for the purpose of breeding and/or exhibition in events conducted under the auspices of DOGS Victoria or other ANKC member body within the confines and restraints of the Rules and Regulations, Code of Ethics and Codes of Practice of DOGS Victoria, or of another ANKC member body.

Is this dog to be exported? Yes No refer clause 2.3

Placed on the DOGS Victoria Limited Register? Yes No

B The dog is registered in the ANKC Limited Register and is not to be used for breeding purposes by the purchaser or any other person unless with the specific agreement of the breeder the dog is elevated to the Main Register.

1.1 The seller warrants the dog has been inspected by a veterinary surgeon and declared to be healthy. A copy of the certificate provided to the purchaser/lessee certifying the dog has been temporarily/permanently vaccinated for hepatitis/distemper/and parvo virus is attached.

1.2 The seller confirms that the DOGS Victoria Code of Practice for Hereditary Diseases had been complied with by the seller and that all reasonable steps have been taken to ensure the dog is healthy as required by DOGS Victoria Code of Practice.

1.3 The seller confirms that the requirements of DOGS Victoria Code of Practice for the keeping, welfare, breeding and disposal of dogs by members of DOGS Victoria has been observed and complied with in the sale, lease or other disposal of the said dog.

1.4 Upon completion of payment for the dog or signing of the lease agreement the seller agrees to provide to the purchaser the Registration Certificate duly signed and completed by the seller to enable the purchaser to transfer the dog into the purchaser's name according to the Rules and Regulations of DOGS Victoria.

2. DECLARATION BY THE PURCHASER/LESSEE (Referred to as the Purchaser)

2.1 The purchaser agrees that if the dog is registered on the Limited Register it is not to be bred from and will be neutered or spayed within 12 months of the date of this contract and the purchaser will provide evidence to the seller that this condition has been complied with as soon as practicable after the spaying or neutering of the said dog.

2.2 The purchaser hereby agrees with the seller that within 72 hours of the purchase of the dog the purchaser will take the dog to a veterinary surgeon to confirm that the dog is in good health and without defect. In the event the purchaser does not take the dog within 72 hours to a veterinary surgeon as agreed herein then the purchaser acknowledges and agrees there is no defect in the dog and it is in good health at the time of purchase and without defect

2.3 The purchaser agrees this dog is not sold/leased for export purposes. Should it be exported without the knowledge and/or agreement of the seller (in writing) DOGS Victoria not issue export documentation for the said dog.

2.4 In the event that the purchaser disposes of or sells the dog it is hereby agreed by the purchaser that the purchaser shall enter into an identical agreement with any new purchaser and shall immediately file a copy of that agreement with the seller. A dog under a lease agreement shall be returned to the lessor on termination of the Lease Agreement and may not be sold by the Lessee.

3. VARIATION OF THIS AGREEMENT

Any variation of this Agreement should be in the form of Schedule A (attached).

Signed..... (Seller/s) Date

Signed..... (Purchaser/s) Date

CONSENT TO CANCELLATION/VARIATION

I/We (hereinafter referred to as the Seller) hereby agree and consent to the cancellation/variation of Clauses
..... of an Agreement between myself and.....
Purchaser/Lessee

dated.....under which the dog.....
Name

..... Breed
Registered Number

Sex was sold/leased or otherwise disposed of.

I/We further mutually agree and consent to a copy of this Consent/Variation being signed and kept by both seller and purchaser.

Terms/Conditions of Cancellation/Variation:

- 1. I/We hereby cancel the said Agreement
- 2. I/We hereby agree to the variation of the said Agreement by:
 - 2.1 Deletion of the following Clauses or sub-Clauses; and/or
 - 2.2 The insertion of the following Clause and/or sub-Clause/s

1
.....
.....

2
.....
.....

3
.....
.....

Signed..... (Seller/s) Date

Signed..... (Purchaser/s) Date