

# **Bar TT Entlebuchers**

Puppy Sale & Purchase Contract

The following contract is the agreement made between Bar TT Ranch Entlebuchers, (the breeder and Seller) and the puppy's new family, (the Buyer) on the occasion of puppy pick up and transfer of ownership.

We, the Seller, a breeder and lover of the Entlebucher Mountain Dog breed, want to protect our puppies for their entire lives from improper care, neglect and abuse. We know that families want the best for their pets, but sometimes habits or circumstances can get in the way of actually providing the best environment. We have provided our perspective on how to properly care for your puppy to enjoy a long, healthy life. We want you and your pup to have a great life together – and we hope that the requirements of this contract will help you to make the best choices for them.

The specifications of this contract commit both the Buyer and Seller to providing certain information and documents in order to complete the sale and transfer of ownership. Both parties have responsibilities which are balanced in order to provide the best for each puppy. When you sign this contract you are committing to completing your portion of the requirements to the best of your abilities.

Should you ever find that you need to alter your care away from these requirements, please let us know about the problem and your proposed remedy. We understand that puppies and families are unique and may require an individual approach. Let us learn with you as you negotiate the challenges ahead. And let us help you with other ideas from our Entlebucher resources around the world. A renegotiated agreement may be possible to address your concerns without creating a contract breach situation.

Finally, if ever, you are unable to provide the care that your special dog deserves, please call and bring them back to us. We will care for them until your situation is resolved or find them a new home, if that is required. In particular, please advise your family that the puppy must be returned to us, (unless we have agreed otherwise) should you become incapacitated and unable to safely provide for them yourself. We will not be unreasonable but we want the opportunity to assess and approve the new home environment.

If you are in the area, please consider visiting the ranch or our winter home with your pup. You might also bring your pup to us when you need to be away from home for a period of time. We would love to have the opportunity to reconnect with our puppies and provide them with loving care while you are away.

Your puppy will always hold a place in our hearts and home – no matter what.

### PARTIES

<u>Seller</u> Laureen Little carrying on business as	Buyer
Bar TT Ranch Entlebuchers	Name:
Box 12, Site 6, R.R. #2 Sundre	Address:
Alberta, Canada TOM 1X0	
403-650-4909	Phone:
littlelaureen@gmail.com	Email:

### **DEFINITIONS:**

#### AKC: American Kennel Club

**APET Temperment Test:** Avidog Puppy Evaluation Test conducted by the Seller, when the puppy is over 7 weeks of age, in accordance with the protocol established by © 2015 Avidog<sup>®</sup> International, LLC.

BCOE: the most recent and current version of the Breeder Code of Ethics issued by the NEMDA.

**CAER:** Companion Animal Registry

**Limited AKC registration**: as defined in the AKC Rules Applying for Registration and Discipline, Chapter 3, Section 4A, including prohibitions on registration of the puppy's progeny and AKC restrictions on puppy eligibility to be entered in an AKC licensed or member dog show.

**Possession Date:** The date specified in writing, by the Seller, when the Buyer, or the Buyer's agent, shall attend at the Seller's premises to take physical possession of the puppy for the purpose of transporting the puppy to the Buyer's home.

**Mandatory Health Clearances:** OFA hip, OFA patella, OFA elbow, CAER eye certification or foreign equivalents, as stipulated in the most recent NEMDA BCOE, the most recent version of which the Buyer shall be responsible for obtaining, and complying with, prior to health testing the puppy. The tests must be conducted at the age required for each test by the NEMDA Breed Committee, for breeding an Entlebucher Mountain Dog.

**NEMDA®:** National Entlebucher Mountain Dog Association<sup>®</sup> (the official AKC parent club).

**OFA:** Orthopedic Foundation for Animals

Progeny: shall include the offspring of either a male or female dog

**Recommended Health Clearances**: Gonioscopy and Tonometry screening, OFA Progressive Retinal Atrophy, DNA based PRA-prcd test, as stipulated by NEMDA and BCOE, the most recent version of which the Buyer is responsible for obtaining, and complying with, prior to health testing the puppy. The tests must be conducted at the age required for each test by the NEMDA Breed Committee, for a breeding Entlebucher Mountain Dog Veterinary Health Certificate: a veterinarian's written statement based upon a physical examination conducted no earlier than one week prior to the Possession Date, confirming that on the examination date, the puppy's microchip was functional and verified correct and the puppy was free of signs of significant physical examination the puppy's microchip was functional and verified correct and the puppy was free of signs of significant physical examination are presented by the puppy's microchip was functional and verified correct and the puppy was free of signs of significant physical examination by the puppy's microchip was functional and verified correct and the puppy was free of signs of significant physical examination physical exami

abnormalities, infectious and communicable disease and external parasites. The veterinary health certificate shall cite the puppy's microchip number, name, date of birth and veterinary contact information.

### TERMS & CONDITIONS

### PURCHASE PRICE

- The Seller agrees to provide to the Buyer, one (1) Entlebucher Mountain Dog puppy («the puppy») from the Bar TT Ranch Entlebuchers current litter as described on Schedule 1 (attached to and forming part of this contract), in consideration of the terms and conditions stated in this contract, and in further consideration of the Buyer's payment to the Seller of --- Two Thousand Five Hundred USD Dollars (\$2,500 USD) or equivalent in Canadian funds --- the payment of which shall be made by :
  - a) a non-refundable \$1,250 USD deposit by e-transfer, cash or bank draft due on **February 1, 2024**, as receipted on Schedule 2 (attached to and forming part of this contract); and
  - b) \$1,250 USD by e-transfer, cash or bank draft, due on or before **March 1, 2024**, as receipted on Schedule 3 (attached to and forming part of this contract).
- The non-refundable deposit will reserve a puppy for your family from this litter. In rare circumstances, (a puppy develops a severe illness or dies), if no puppy is available for you at pick up time, the deposit will be fully refunded.
- 3. If the full \$2,500 USD (\$3,375 Cdn) puppy purchase price is not paid in full on or before the Possession Date, ownership and possession of the puppy shall remain with the Seller. The Buyer shall be deemed to be in breach of contract and the Buyer's contractual rights to the puppy forfeit. Any, and all partial payment (i.e. deposit), shall be retained by the Seller as liquidated damages and the Seller may sell, lease, give away or otherwise dispose of the puppy without notice to the Buyer.

### **"SUBJECT TO" CONDITIONS:**

- 4. This Contract is subject to the **Buyer making full payment** of the purchase price to the Seller.
- 5. This Contract is also subject to the **Seller providing** the Buyer, on or before the Possession Date, a copy of the puppy's:
  - a) A copy of the AKC or CKC litter registration (depending on location of whelping);
  - b) A copy of the AKC or CKC pedigree for the puppy's sire;
  - c) A copy of the AKC or CKC pedigree for the puppy's dam;
  - d) Veterinary Health Certificate, executed within 7 days of ownership transfer;
  - e) APET Temperament Assessment Results; and
  - f) Breeder proposed training plan for the puppy's first weeks at its new home.

The receipt of which is acknowledged by the Buyer's initials below:

\_\_\_\_\_Buyer initials.

If the Seller fails to provide the Buyer with documents 4(a) to and including 4(f), within the time specified, the Buyer shall have the option to:

- i. extend the time for Seller to provide the documents;
- ii. have the deposit applied to a puppy from a future Bar TT litter; or
- iii. receive a full refund of the Buyer's deposit.

### TRANSFER OF AKC/CKC REGISTRATION

- 6. Upon Seller's receipt of full payment of the purchase price from the Buyer and Buyer taking possession of the puppy, the **Seller** shall complete, pay the AKC/CKC fee, and submit for processing by AKC/CKC, the puppy's AKC/CKC registration application, on behalf of the Buyer.
- 7. The Buyer acknowledges and understands the benefits of the puppy's AKC registration being **Joint** with Bar TT Ranch Entlebuchers;
  - a. The dog will be eligible for AKC or CKC performance competitions
  - b. The dog will be eligible for AKC or CKC conformation showing.

\_\_\_\_\_Buyer initials.

- 8. The Buyer acknowledges and understands the benefits and consequences of the puppy's AKC registration being **Joint with Bar TT Ranch Entlebuchers**;
  - a. Bar TT Entlebuchers will be able to assist in future breeding, raising and placing of planned puppies, including use of the kennel name and web page for marketing, registration and sales of planned and approved puppies.
  - b. You will not be able to register any puppies produced without the explicit approval of Bar TT Ranch Entlebuchers.
  - c. Should anything happen to you, the dog will automatically belong to Bar TT Ranch Entlebuchers until we agree otherwise.

\_\_\_\_\_Buyer initials.

- 9. At the time of possession, the Buyer may select the puppy's registered name, so long as the puppy's AKC/CKC registered name:
  - a) begins with the alphabetic letter "D" as specified by the Seller;
  - b) includes the suffix "of Bar TT Ranch";
  - c) is no longer than 50 characters; and
  - d) meets the name requirements for registration specified by AKC/CKC.
- 10. If the Buyer fails to select the puppy's AKC/CKC registration name, the Seller shall select and submit a name choice to AKC/CKC.

- 11. A copy of the puppy's AKC/CKC individual **Joint** registration application shall be provided to the Buyer, when the Buyer takes possession of the puppy or as soon as possible thereafter.
- 12. Within 7 days of its receipt from the AKC/CKC, the Buyer shall provide the Seller with a copy of the puppy's individual AKC/CKC registration certificate.

### WARRANTIES & REPRESENTATIONS

- 13. The Seller warrants and represents that she is the legal owner of the puppy and that her ownership is not subject to any co-ownership, claim or other restriction that would limit her right to enter into this contract.
- 14. The Buyer warrants and represents that the puppy is purchased for the Buyer's sole ownership, use and enjoyment; that the Buyer is not acting as an agent for an undisclosed third party.
- 15. The Buyer further warrants and represents that the puppy shall reside in the Buyer's home except as reasonably necessary to kennel the puppy when the Buyer is temporarily absent from home.
- 16. The puppy is offered, represented and sold as a companion animal, not as a breeding dog, show prospect or performance dog, and with NO guarantee or warranty, as to the puppy's current or future suitability for use, or relating to its health, fertility or longevity, other than as stated in writing in this contract.
- 17. The Buyer acknowledges that the puppy can develop life-threatening or terminal illnesses and injuries, even with the best breeding, health testing and care. The Buyer holds the Seller harmless for any and all veterinary expenses or other costs incurred by the Buyer relating to the puppy's health and physical condition, regardless how caused, including but not limited to, injury, illness, congenital medical condition, inherited or genetic conditions, however caused.

\_\_\_\_\_Buyer initials

- 18. The Seller represents that she is a member in good standing of NEMDA, and obligated to abide by the NEMDA BCOE reporting requirements including, but not limited to, monitoring the physical development of all puppies produced, and reporting genetic defects, significant illness and injury that occur in all puppies produced.
- 19. Buyer shall promptly disclose to the Seller, such information as reasonably required for the Seller to fulfill her NEMDA BCOE reporting obligations.

### ADDITIONAL TERMS AND CONDITIONS

- 17. The Buyer shall be responsible for all travel, accomodation and preparatory costs to attend at the Seller's premises to take possession of the puppy, transport the puppy and house it in the Buyer's home.
- 18. Within 48 hours of taking possession of the puppy, the Buyer shall have the puppy examined by a veterinarian of the Buyer's choice, at the Buyer's expense. If your travel plans will not meet this timeline, please seek a reasonable extension to this period.
  - a. The buyer requests an extension to continue with travel plans. We commit to have the puppy examined by a veterinarian and a health certificate issued by
  - b. Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- 19. Within 24 hours of the Buyer's veterinarian examining the puppy, the Buyer shall provide the Seller with a copy of the puppy's:
  - a. Veterinary Health Certificate issued by the Buyer's veterinarian, OR
  - b. signed and dated written veterinary report citing the reasons why a health certificate cannot be issued for the puppy.
- 20. If the Buyer's veterinarian confirms in writing that a veterinary health certificate cannot be issued for the puppy, the Buyer shall, within 48 hours of receipt of the veterinarian's report, make arrangements for the prompt return the puppy to the Seller's residence, at the Buyer's expense.
- 21. The Buyer shall sign such AKC/CKC documents or transfer as required to return the puppy's ownership to the Seller.
- 22. Upon the Seller's receipt of the puppy's AKC/CKC transfer back to the Seller, the Seller shall provide the Buyer with a full refund of the puppy's purchase price.
- 23. If possession and ownership of the puppy is retained by the Buyer, in contravention of the requirement to return the puppy to the Seller for a full refund, the Buyer shall be in breach of contract and the Seller shall not be liable to pay the Buyer's veterinary bills, charges, claims, damages or any expenses of any kind, relating to the puppy.
- 24. The Buyer understands, agrees and acknowledges that puppy health is influenced by a number of factors and that no guarantee or warranty of any kind, either oral or written, express or implied, is made by the Seller regarding the puppy's hip, elbow and patella normalcy, or lack thereof, either at the time of signing this contract or in the future. The Buyer assumes all risks and responsibility for the puppy's future health, longevity, fertility and veterinary costs, however caused.

\_\_\_\_\_Buyer initials.

# Bar TT Entlebuchers

Puppy Purchase Contract

### RESTRICTION on NEUTERING and VACCINATING

- 25. The Buyer shall use best efforts to adhere to the Seller's Puppy Care Guidelines and Recommendations, attached hereto as Schedule 4. In addition, the Buyer specifically commits to the following;
  - a. The buyer shall follow the provided vaccination protocol, with second vaccine given March 12<sup>th</sup> and serum sent to CAVID lab for post vaccination titre testing on March 26<sup>th</sup>.
  - b. The puppy shall **not be neutered or spayed** until after discussion with the Seller **and** after the puppy has **passed its second birthday**. The Buyer is encouraged to consider leaving a male puppy intact for their lifetime for health benefits.

\_\_\_\_\_Buyer initials.

### **RESTRICTION ON RESALE OR GIFT**

- 26. The Buyer shall not sell, give away, make a gift of the puppy, lease or otherwise dispose of the puppy to any third party at any time, now or in the future.
- 27. If the Buyer is no longer able to care for the puppy, or if the Buyer no longer wants possession of the puppy, the Buyer shall immediately notify the Seller and return the puppy to the Seller, at the Buyer's expense, and with the puppy's AKC/CKC registration certificate signed by the Buyer, to effect AKC/CKC transfer of ownership from the Buyer to the Seller, as sole owner, and without any refund or compensation of any kind.
- 28. The puppy shall not be given or transferred to a friend of family member without first notifying the Seller of this desire to transfer and achieving written approval of the proposed new home for the dog by the Seller. The new owner, if approved, will be bound by all aspects of this contract as if they had originally purchased the puppy from the Seller. If unapproved by the Seller for any reason, the dog will return to the Seller.

### **REQUIRED COMMUNICATIONS**

- 29. Unless otherwise specified by the Seller, the Buyer shall provide the Seller photos or videos of the puppy at regular intervals (at least once every six months) during the puppy's lifetime; failing which the Seller may contact the appropriate authorities to express concern about possible animal abuse or neglect.
- 30. The Buyer shall promptly notify the Seller in writing, of any serious illness, injury or death of the puppy.
- 31. If the cause of the puppy's death is unknown, the Buyer shall obtain, at the Buyer's expense, a necropsy to determine the cause of death.

- 32. The Buyer shall provide a copy of the final necropsy report to the seller within 10 days of receipt of the necropsy report. The Buyer acknowledges the Seller has a duty to provide NEMDA with a copy of the puppy's necropsy report within 10 days of the puppy's death.
- 33. Both parties agree to notify the other promptly of any change in physical location of the home, mailing address, telephone number and email address.
- 34. The Seller may inquire, and the Buyer shall promptly provide the seller, with an update on the health and activities of the dog at least once annually for the life of the dog, preferably in the month of June each year.
- 35. To the extent permitted by privacy law, the Seller shall promptly provide the Buyer with updates regarding inherited medical conditions that affect the puppy's littermates, parents or close relatives of the dog. The Buyer consents to the Seller disclosing updates regarding the puppy's inherited medical conditions to Buyers of the puppy's littermates, parents or close relatives.

### SALE & RELEASE OF BREEDING RIGHTS

36. The Buyer further acknowledges that the Seller reserves for her own use and enjoyment, all breeding rights to the puppy until specified conditions are met. Breeding rights will only be transferred to the Seller upon the Seller fulfilling all the terms, conditions and consideration payable for breeding rights, as set out in this contract.

\_\_\_\_\_Buyer initials.

- 37. If the puppy is at least two years of age, and the Buyer wants to breed the puppy, the Buyer shall arrange, at the Buyer's expense, all of the puppy's Mandatory Health Clearance tests and Recommended Health clearances.
- 38. Regardless of potential test result, the Buyer shall instruct the veterinarian to submit all the puppy's Mandatory and Recommend health clearance test results to OFA. The Buyer shall authorize OFA to publish all test results, regardless if normal or abnormal.
- 39. The Buyer shall provide the Seller with copies of all OFA and CAER certificates that confirm the puppy's:
  - a. normal OFA test results for all Mandatory Health Clearances;
  - b. normal OFA test results for all Recommended Health Clearances; and
  - c. CLEAR or CARRIER test results for the genetic disease, Progressive Retinal Atrophy progressive rod-cone deterioration (PRA-prcd).

- 40. The Buyer shall provide the Seller with conformation and temperament evaluation test results, conducted at a NEMDA offered Comprehensive Entlebucher Breed Assessment (CEBA) event or similar (such as evaluation results from AKC/CKC/IABCA conformation showing AND a professional trainer's evaluation of temperament).
- 41. If the Buyer wishes to **enlist the services of Bar TT Entlebuchers to assist** with the planning, breeding, raising and marketing of a litter of puppies, they shall contact the seller and together, develop an agreement as to which services are requested and what compensation will be provided. Joint ownership will be retained in this case to facilitate use of the kennel name and website.
- 42. If the Buyer is embarking on a plan to become an **independent breeder**, **under the NEMDA BCOE**, the following steps shall be required:
  - a. The Buyer shall undertake appropriate education to prepare to breed the dog as recommended by NEMDA, the BCOE, the Seller and the NEMDA Breed Committee.
  - b. The Buyer shall apply and successfully become a member of the NEMDA Breeders Code of Ethics group and agree to comply with the NEMDA breeding requirements.
  - c. After all the requirements of Paragraphs 37 to and including Paragraph 41 have been met to the Seller's satisfaction, the Buyer shall request in writing, the Seller's release and transfer of the Seller's breeding rights, to the Buyer and removal of the Joint Ownership, if desired.

Upon receipt of payment for the breeding rights, the Seller shall promptly develop with the Buyer an agreement specifying how the planning, breeding, raising and marketing of offspring will be conducted, the roles of each party and the continued need or benefit of Joint ownership if any.

After meeting the requirements of an **independent breeder**, the Buyer may breed the puppy to an AKC/CKC registered (or equivalent) Entlebucher Mountain Dog that meets the following requirements as specified by the NEMDA BCOE.

- a. has passed the same (or equivalent) mandatory and recommended health certifications, as the puppy,
- b. only one of the dogs is a carrier of the PRA-prcd gene
- c. has been reviewed by NEMDA Pedigree analysis, and report provided to Seller
- d. has a NEMDA calculated CoEfficient of Inbreeding
- e. the proposed breeding will produce puppies with CoEfficient of Inbreeding below 0.5% (0.5% COI\_5gen)

Once established as an **independent breeder** (clause 41), if the puppy produces any progeny, the Buyer shall include, as a term of contract between the Buyer and the future owner of the progeny, that the Buyer shall apply, at the Buyer's expense, to AKC/CKC for Limited registration of the progeny in the progeny owner's name; and that the progeny's AKC/CKC Limited Registration may

only be revoked upon the progeny owner complying with the **same terms and conditions** as required of the Buyer, in paragraphs 37 to and including 43 above.

# UNINTENTIONAL BREEDING

If, prior to the Seller meeting all requirements of becoming an independent breeder of Entlebucher Mountain Dogs (as specified in clause 41), the puppy sires any get or **produces any progeny**, either intentionally or accidentally, the Buyer shall be liable to the Seller for **\$25,000 USD** in liquidated damages, **for each and every litter born**, regardless if the get or progeny survives.

- a. This clause emphasizes the importance of proper care of intact dogs and the responsibility to carefully plan and manage any breeding of your dog. Unplanned breeding to dogs of unknown health status can contribute to disease, such as Brucellosis, a sexually transmitted disease, which renders both partners sterile and infectious without outward signs or symptoms and can be cause for destruction of the dog.
- The amount of damages is calculated based on the rarity of the Entlebucher Mountain Dog breed and the limited number of 'eligible' breeding partners as specified above. Only a limited number of male dogs with current CHIC status are standing with NEMDA BCOE breeders. Of these, only a few are likely to meet the above requirements for COI at 5 generations. Approved matings therefore require significant planning, travel and financial expense.
- Because of the rarity of the breed, significant care and expense is required to properly prepare for breeding, safely whelp and raise a litter. Breeding is not a part-time, financially lucrative endeavor.
- Litters of Entlebuchers range from 1 to 10 pups, with 5 to 6 being an average sized litter.
  Puppies are generally sold for \$2,500 to \$4,000 USD . Prices vary by breeder, quality of pup and number of pups available at any time.

### JURISDICTION, LAW & LIQUIDATED DAMAGES

All disputes arising from this contract shall be resolved by a court of competent jurisdiction in the **Province of Alberta, Canada**. The parties hereby attorn to the exclusive jurisdiction of the Alberta courts.

For each and every **breach of this contract**, the Buyer shall be liable to the Seller for **\$10,000 USD** in liquidated damages, plus solicitor and client costs. To prevent breach, always contact the Seller to negotiate an appropriate settlement or arrangement that meets the Buyer's needs while protecting the Seller's interests.

This contract shall be interpreted according to the laws of the Province of Alberta, Canada. The law of Alberta is the governing law. The *Convention for the International Sales of Goods (CISG)* shall not apply. The puppy is not a "good", and the Seller is not a "merchant", as defined in the *Uniform Commercial Code (UCC)*, nor is the Seller a "Seller" as defined in the *Alberta Sale of Goods Act, RSA 2000, C S-2*. The *UCC, the Alberta Sale of Goods Act,* and any state or provincial products liability law or consumer protection law shall not apply to this contract.

This contract is the complete written agreement of the parties. It may only be changed by them, in writing. Each party has had the opportunity to seek legal advice before signing this contract. This contract shall be binding upon the heirs, administrators and executors of each party.

SIGNATURES						
Signed at:		by the Seller:				
Date:		Printed name:	Laureen Little			
Signed at:		by the Buyer:				
Date:		Printed name:				

#### Schedule 1 – Description of the Puppy

The registered, purebred Entlebucher "puppy" referred to in the contract of sale and purchase between Laureen Little, carrying on business as Bar TT Entlebuchers, and

	(t	he Buyer), shall be out of the following litter,
subject to	o availability:	
Sire: Dam:	Nelson Hercules v Eagleheart Nakita Josephine de Jude la Cathare	AKC #: DN44920201 AKC #: DN54700001
Puppy ide	entifying information, to be confirmed at	the date of possession:
Registere	ed Name:	
Date of B		
	r Registration Number:	
	vidual Registration Number (if available):	
Microchi	p Registry: Microchi	p Number:
	Blaze Tail	lour:

Insert a photo here if desired

Congratulations on your new puppy! We wish you years of health and happiness together.

#### Schedule 2 - Deposit Receipt

Congratulations! You have confirmed your intent to purchase one of the puppies in our D Litter, anticipated early January, 2024

RECEIPT

Received from: \_\_\_\_\_\_ \$\_\_\_\_\_ on (Date) \_\_\_\_\_

the sum of \$1,250 USD by cash, etransfer or bank draft as a **non-refundable** deposit toward the purchase of a puppy from our A Litter, expected in early 2024.

Bar TT Ranch Entlebuchers Laureen Little

Schedule 3 – Full Payment Receipt

Congratulations! You are a new puppy owner. Welcome to the family!

RECEIPT

Received from:	 \$	on (Date)	
-	 \$	on	
Total:	\$		

The sum of \$2,500 USD by cash, etransfer or bank draft is the **non-refundable**, full payment for the purchase of a puppy from our D Litter, expected in early 2024.

Bar TT Ranch Entlebuchers Laureen Little

#### Schedule 4 - Puppy Care Guidelines

The following guidelines and recommendations are made by the breeder and seller of puppies from Bar TT Entlebuchers for the purpose of providing education to buyers and owners of our offspring. Our goal is to ensure that every puppy we produce lives in a nurturing home environment, free of abuse or neglect, with sufficient exercise and play to maintain good mental and physical health. In addition, we wish to ensure that owners are aware of the appropriate care required of our dogs throughout their lives.

#### BEFORE THE PUPPY COMES HOME

- Prepare the puppy's home to ensure its safety. Remove all cleaning products, garage and car maintenance fluids, toys, human food, jewellery or other small items that could be ingested from the puppy's access. If it's not safe for a toddler, it won't be safe for your puppy either. Get down on the floor to view your home through the ees of the puppy. A favourite chewy toy in the early days is the phone plug in cord.
- 2. Obtain a small eating bowl suitable for 1 cup of kibble and another larger container for water. You may want a tray or mat to catch dribbles from the water bowl. Find a convenient location for the puppy to eat and a good place to safely store its food. We will send you home with a small bag of the food that the puppies are eating. Continue to feed this for several days and then transition onto your chosen food gradually over a week or more.
- 3. Ensure the puppy play area or yard is fenced appropriately with a secure gate; and will contain an energetic dog. Young puppies are not great on leash, so ensure they have a secure play place until they are more reliable on leash for walks in the neighbourhood.
- 4. Check for any poisonous plants or other hazardous items, throughout the indoor and outdoor areas of the home that are accessible to the puppy. Many common house plants and yard landscaping can be poisonous to dogs. If in doubt, check with your local veterinarian.
- 5. Many human foods are either poisonous or unhealthy for dogs. Do some research so that you know what is safe and what to avoid. DO NOT FEED raisins, grapes, chocolate, aspartame, zylitol, 'birch sugar' or onion in any circumstance as small amounts of these foods can be fatal. In general, keep their diet to low fat, no sugar and no artificial sweeteners. And never feed them from your plate at the table.
- 6. Our dogs enjoy many raw vegetables such as broccoli, cauliflower, lettuce and cabbage cores. Blueberries are a common and excellent antioxidant that can be fed. If you catch a dog that has eaten a poisonous substance, call your vet immediately. Have hydrogen peroxide on hand at home, as this will induce vomiting if recommended by your vet.
- 7. Puppies are excellent at finding interesting smells to roll in. If yours comes home smelling like they met a skunk, our best remedy is to wash them thoroughly with Dawn dish soap (the blue type with the picture of the duckling on the label). You may need to rinse and soap two or even three times, depending on the level of odour. Once they smell clean again, rub them with a towel to take off some of the water. While they are still dap, sprinkle most of a box of baking soda onto their coat from nose to tail tip. Let this dry onto their coat. When they are dry, they will shake off the baking soda with any remaining odor. You may have some clean-up of baking soda, but you will be able to live with your dog again.

- 8. Your puppy may be nervous at first about all the new elements in their life when they arrive at your home. Try to keep the first days quiet, without visitors. Provide them with their travel carrier inside their restricted area in the home so they can retreat anytime they feel overwhelmed. Puppies play hard and tire quickly. Watch your puppy and follow their cues. They are not ready for official walks or big play time just yet. Nor are they able to fully regulate their temperatures, so keep the area's thermostat set to be comfortable for you, without a sweater.
- 9. For the first several weeks, plan to have the puppy sleep overnight in its travel carrier, next to your bed. If they wake, take them out to potty and return them to the carrier with as little fuss as possible. This is not playtime! If they have trouble settling, consider adding a ticking clock and warm water bottle to the crate to provide some of the comforts of sleeping with the litter. You can pet them in the carrier, speak softly, "Goodnight puppy. Time to sleep", but do not take them out to play.

### TRANSPORTING THE PUPPY HOME

- Plan to bring your puppy home safely. Obtain a travel crate or carrier suitable for a dog of 20 lbs. It will be about the size of a small gym bag and come with a comfy bed insert, a screen through which the pup can see and hear you and smell things around them. It will zipper closed at the top and have another zippered exit at the end. Secure the travel carrier to the vehicle using the seatbelt and a loop on the carrier. The puppy should travel in the carrier until it is too big to fit in. It can then graduate to a larger crate or a harness.
- 2. Collisions can happen anytime and anywhere. An unsecured dog is often thrown through the windshield onto the roadway and can be hit by oncoming cars. Those that land without severe injury, often run away from the scene, scared by the sudden event. Prevent this occurrence by always securing your dog in either a proper travel crate or with a harness and seatbelt. Very few of the available equipment is tested as perfect, but the brands sold in most pet stores will provide some protection.
- 3. The puppy will likely sleep a good portion of the trip home. Keep the environment pleasantly warm and quiet to help them relax. You can pet and cuddle them when they are wake, but let them sleep. Should your puppy have motion sickness, adjust the vehicle's heat to keep it very cool, put a blanket over the crate to block the sights and keep things calm and quiet.
- 4. Make sure you have extra water and a water bowl with you. Stop to provide your puppy a chance to stretch their legs, eliminate if needed and have a drink at least every 2 hours. As they get older, they will be able to travel 3 to 4 hours without a break, but if it is warm they may need a drink. Some water bowls have a clip that can be attached to a headrest for water on the way. Plan for the puppy's regular meal schedule and start with the food provided to limit upsets to their digestive system.
- 5. Be extremely careful to NEVER stop and let your puppy out where other dogs frequently walk or play. Your puppy is vulnerable to disease at this stage and much of it is on the ground in areas dogs frequent. Instead of a dog park, choose a realtor's office, bank or church parking areas as they are more likely to be free of disease. When you let the puppy out, the safest solution is a

small play pen with pee pads or newspaper covering the ground. This way, the puppy has space and time to eliminate without danger.

- 6. You will be provided with a few poop bags for the trip. If you haven't used one before, open the bag and stick your hand inside. Then collect the poop, remove your hand, turning the bag inside out. Tie the bag closed and dispose in a dog waste disposal bin if possible. Alternately, dispose well away from picnic and eating areas.
- 7. If you plan to travel by air or other commercial transport (shuttle, train, bus), call ahead and specifically book your puppy. Many flights have a strict limit on the number of animals that can be accommodated within the cabin and in crates in the hold. You want a reservation for your puppy, in their approved airline carrier (check the specific carrier's rules). The cost is approximately \$100. The carrier must meet carry-on baggage limits for size and weight and must fit under your seat. The puppy will easily meet the 20 to 25 lb weight limit. You may not be allowed any other carry on bag.
- 8. Some airlines and airports are quite strict about puppies being let out of their carriers at any time. In this case, carry them, in the carrier, to the toilets. Close the door and let them out to pee, on pee pads. Although the area may be quite small, it can work. Ensure that you always clean up very thoroughly after your puppy, so that these options remain available to pet owners.

### ONCE THE PUPPY IS HOME

- Your puppy will have been trained to a litter box when you collect them. You will be provided with information on how frequently they need to go out and how far from the litter box they can be expected to be successful. You will need to restrict the puppy initially to a small area of your home with gates or a play pen to reinforce the potty training and provide you with an easy transition.
- 2. Entlebuchers are known to be susceptible to Ectopic Ureter Syndrome (EUS), which leads to dribbling of urine and potentially serious complications to the kidney. If you are concerned about your puppy's potty training and they seem unable to hold their urine, call us. The problem generally shows up at about 6 months of age. Although it is not common, and we have no personal experience, it can be serious and it is best dealt with early, by experts. Understanding of the cause of EUS is not that well developed. There is likely some inherited component as well as the unique anatomy of each dog. It is not easy to diagnose as ultrasound may not see the connections of the ureter to the bladder clearly because of other body tissues in the way.
- 3. Continue to put the puppy to sleep in its carrier or an appropriately sized crate as it grows. Once it is comfortable in your home, you may gradually move its sleeping area out of your bedroom to a convenient location if you wish.
- 4. Using a crate, with a small treat at bedtime is an excellent way to develop great crate habits. You will appreciate these when you need to go out for an hour and leave the pup. It is also excellent if they ever need to go in the cargo area on an airplane.
- 5. Engage in preventative and proactive care to prevent debilitating medical conditions, costly veterinary bills and unnecessary stress for the puppy and yourself. Carefully look at your dog check the eyes, nose, teeth and gums, ears, feet and tail for any unusual appearance. Entles are stoic and may not let on that they are hurting. Watch for biting or licking as these often indicate

injury. Entlebuchers ears hang down, trapping heat and dirt inside. Clean them weekly with an otic solution from your vet and soft gauze.

- 6. Consider puppy health insurance, particularly if finances are tight. Alternately, you can put aside money each month to cover the unexpected costs associated with a significant injury or illness. Be aware that surgery can easily cost upwards of \$5,000 and even small injuries may require expensive medication. Your Bar TT Entlebucher should never be denied proper medical care due to a lack of available funds or planning on your part.
- 7. Take regular notice of the length of nails and the colour of teeth and gums. Regular nail maintenance is essential to proper running mechanic and joint health. Infected gums are a leading cause of a variety of health challenges. Both natural pet care resources and your vet may have suggestions to make routine care easy. Some Entlebuchers are quite resistant to nail care, so start early, persist and be gentle in establishing a good routine. If it is not possible, engage a professional but keep the nails trimmed. Most groomers will trim nails for a small fee and are experienced at handling hesitant dogs.
- Seek veterinary care for any illness or injury of the puppy that does not apparently resolve within 3 days of onset. Please report the event or cause, if known, to us for communication with littermates.
- 9. Contact us for support and assistance, at any time during the life of the dog should behaviour, appearance or demeanour of the puppy concern you. Many resources are available to solve common problems including house training, biting, jumping and many more.
- 10.Feed premium quality commercial dog food or fresh raw and balanced food (defined as meeting the recommendations of a registered canine nutritionist), to provide for the puppy's needs and maintain a healthy condition (defined as Heneke 5/10). You should always be able to easily feel the rib and a thin layer of fat that moves when you pinch along the rib cage. This layer of fat should not exceed the thickness of two layers of linguine noodle, cooked. You should see good 'tuck up' in the loin area and no ripples in the dog's top line.
- 11.Particular care shall be taken not to allow the puppy to become overweight, such that the ribs cannot be seen in movement, especially during the first two years of the puppy's life. Excessive weight is the leading cause of injury and reduced lifespan in dogs.
- 12.To protect the puppy's joints and skeleton, restrict the puppy's use of stairs until the puppy reaches at least 6 months of age. Restrict any jumping higher than the puppy's shoulder until the puppy reaches 2 years of age. Be aware that frequent twisting movements at any age can lead to the development of multiple joint problems and osteoarthritis. These joint erosions cause a great deal of chronic pain.
- 13.From the date of possession until at least the age of 6 months, offer the puppy 3 equal meals, spaced throughout the day. We do not support bulk feeding of raw food and then leaving the dog without food or company while you are away for several days. Find a reputable boarding kennel or a friend to care for the dog at your home while you are away.
- 14.Once the puppy reaches 6 months of age, provide just 2 meals a day, spaced evenly throughout the day.
- 15.Find a place for your puppy when you need to leave the home. Their travel carrier will work initially. Puppies love to chew and can become quite destructive if left without entertainment or

restraint. A crate is an excellent way to provide them a safe place and prevent damage to your home. Make sure they can stand fully upright and turn around easily inside the crate. We use the phrase, "See you later" without any fanfare anytime we leave them at home or in the vehicle.

- 16.NEVER leave your dog in your vehicle if it is warm outside. The temperature inside can become extremely hot in a short time, even with a window open.
- 17.Be cautious of hot pavement. If you can't hold your hand on the dark road surface while you count slowly to 10, it's too hot for your dog. Find a grassy path instead.
- 18.Always provide your dog with a comfortable place to wait for your return when it is cold or wet. Either their crate in the house or perhaps a stall in the barn will keep them safe. Of course, they would rather go with you, so consider if this is feasible.
- **19**.Make fresh, clean water available to the dog at all times. Place water both inside the home and outside, especially during the summer.
- 20.Have the puppy assessed by a veterinarian for appropriate weight, rate of growth and general good health at least every 3 months to the age of 2 years, and annually thereafter.
- 21.Vaccinate the puppy as advised by the Seller using the vaccination protocol recommended by the Seller, neither over-vaccinating nor neglecting important core vaccines. Contact the Seller if your vet is hesitant about following the Titre protocol and we will provide more information.
- 22. Take the dog to Puppy Kindergarten or similar puppy socialization class, for a minimum of 6 weekly classes after their Rabies vaccine and before they reach 9 months of age.
- 23.Complete a Level 1 Obedience class with the puppy, when it is of required age, approximately 6 months. The class should consist of a minimum of 8 weekly lessons, in a group setting.
- 24.Additional classes are recommended until your pup is able to pass the Good Canine Citizen award in a new public setting.
- 25.Discuss appropriate parasite and tick prevention and management with your veterinarian and follow the veterinarian's location specific recommendations. Specifically ask about heart worm prevalence and protection in your area.
- 26.Play with your puppy on their own terms. Play games they obviously enjoy and quit when they appear tired. Entlebuchers can become ball obsessed and ignore their fatigue to an amazing extent. When they are returning more slowly with the ball, call the end of the game. A simple command such as "All Done" will soon become a welcome reprieve for both of you.
- 27.Enjoy your puppy and send us updates. Photos, videos, letters and notes are very welcome. We will miss the little puppies when they head home and will take great joy in your experiences. If you are in our area, come to visit with the pup.
- 28.Consider joining NEMDA for access to great puppy raising information and other Entlebucher owners. Attend the annual Entlefest, a wonderful event, where you will meet lots of dogs and their people. You can often try herding or another local dog activity and pick up ideas from other owners to enhance your life with your Entle. The location of Entlefest moves across the country there will be one in your area within a few years.
- 29.You can expect female puppies to go into heat somewhere around 6 months of age. This is not as scary as it may sound. Find a supplier of "doggy diapers" and have a few on hand. You can purchase disposable diapers or fabric washables. Some dogs are fastidious with personal care and you will never know they are bleeding. For many however, there will be at least a few spots on

the floor or couch. Put on the "doggy diaper" and then change it a couple times each day. The length and amount of the bleeding can vary considerably. Nakita bleeds for only a short period and very small amounts escape her attention.

- 30.It is not safe or healthy for a dog to become pregnant before 18 months of age. Be sure to keep a close eye for the entire month after you female starts her heat. Often the males aren't as interested until the bleeding has stopped and you are fooled into thinking you are safe. Crates and leashes are essential during this period. Two locked doors has proven the only safe solution for us.
- 31. If you are thinking of breeding in the future, keep notes on your observations during the heat cycle such as dates, appearance and amount of bleeding, appearance and texture of the vulva. These will be very helpful in the future.
- 32.Consider carefully before deciding to breed your dog. Well-bred and raised puppies are always in demand but finding homes can be tricky and the breeding and whelping process takes significant education and effort. Do your research and prepare well in advance. NEMDA has specific requirements that breeders must meet to ensure the propagation of healthy Entlebuchers.
- **33**.Keep your contract and review your obligations regularly. Ask questions and seek help or advice at any time.

### Schedule 5: Assistance for Breeding

The Seller agrees to provide assistance to the Seller who wishes to breed their dog. Such assistance will be limited to that which is practical given the activities and schedule of the Seller at the time and any previously planned commitments during the proposed breeding, whelping and raising period. Such assistance may also be limited by physical distance between the parties. Advice and phone consultation should be possible in almost all circumstances.

Assistance may be provided by the Seller to the Buyer, who is interested in breeding their dog just once or twice for the preservation of genes in the breed. Fees payable out of puppy sale proceeds shall be determined based on the amount of assistance required from the Seller. Details of the expected level of assistance required should be negotiated prior to breeding the dog(s).

Such assistance might include any of the following;

- Confirmation of successful completion and publication to OFA of all health testing requirements of the owned dog(s) as recommended by the NEMDA BCOE
- Confirmation of appropriate conformation and temperament assessment results from a CEBA evaluation or similar evaluation.
- Selection of appropriate mating partner, meeting all NEMDA BCOE requirements, aiming for low COI and not doubling up on any known faults.
- > Confirmation of good working relationships with the proposed mating partner's owner(s).
- Review of Entlebucher pedigree database health information to eliminate partners with similar (both dogs should not have the same health issue such as glaucoma within their pedigree history) or numerous health challenges (dogs for breeding should be relatively healthy and without significant pedigree health issues) in their history.
- Confirmation of appropriate condition (not overweight, not underweight), prenatal nutrition (including a good multi-vitamin and mineral, omega 3's and probiotics), and health care (current vaccination status and health screenings) for both mating partners.
- Confirmation of sufficient time, knowledge and interest by the Buyer in the raising of pups using the AVIDog methods.
- Confirmation of sufficient financial resources to provide the necessary conditions for the successful raising of pups which shall include;
  - A whelping box approximately 4x4 feet with solid, sides at least 24 inches high, without any texture to allow climbing
  - $\circ$   $\,$  A method for the mother to easily access and leave the box  $\,$
  - Space for 2 puppy pens of 4x8 feet each indoors and at least one puppy pen of 8x12 feet outdoors.
  - A collection of puppy toys, shoulder height obstacles and platforms, hanging items or an AVIDog Adventure Box.
  - Safe puppy fencing for all enclosures AVIDog Rover panels are preferred.

- Floor covering providing excellent traction for young pups such as Wonder fleece
- Potty boxes, rabbit trays or similar and wood or alfalfa pellets to absorb urine in each enclosure
- Working laundry machines, use of low VOC detergents and cleaners
- Daily cleaning routine to remove all solid wastes, launder all fleece and bedding materials, soiled toys.
- Appropriate, high quality, All Life Stages or Puppy food for the dam and pups.
- Confirmation of appropriate semen fertility, morpholoy and progressive motility to successfully inseminate a bitch under selected breeding conditions (may include live cover, artificial insemination with fresh side by side collected semen, trans-cervical insemination with fresh or frozen shipped semen etc.).
- Confirmation of appropriately skilled (proven record of c-sections, prior whelping experience) and available (24/7 coverage required) veterinary professionals to assist in all aspects of the pregnancy, whelping and neonatal care of the pups.
- Confirmation of negative brucellosis test results of both mates within 6 months of the planned mating.
- Planning of the proposed mating meet up; date, location, time, parties and selected breeding conditions, including progesterone testing of the female (at approximately 9 and 11 days of heat) as advised by certified reproduction vet.
- Supervision of the mating meet up.
- > Confirmation of appropriately timed ultrasound to confirm pregnancy.
- > Confirmation that stud owner has been notified of pregnancy results.
- > Confirmation of appropriate pre-natal care of the bitch as outlined in AVIDog A to Z.