

AGREEMENT FOR SALE OF BED BUG DETECTION CANINE

THIS AGREEMENT FOR SALE OF BED BUG DETECTION CANINE (the "Agreement") is entered into as of this __ day of _____, 201_,

BETWEEN:

ELITE DETECTION DOGS

_____ The "Seller"

-and-

_____ The "Buyer"

WHEREAS the Seller operates a business at 6311 12TH Line, Alliston, Ontario Canada L9R 1V4 for the purpose of breeding and training canines to detect bed bugs;

AND WHEREAS the Buyer, with an address of _____, agrees to purchase a canine, as described below, to detect bed bugs.

IN CONSIDERATION of the respective covenants and agreements hereinafter described and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), it is hereby agreed as follows:

1. Description of the Canine.

1.01 The Seller agrees to sell and deliver to the Buyer, the canine as described below (the "Canine"):

One Private Industry Canine for Bed Bug Detection

Canine Name: _____

Canine Date of Birth: _____

Canine Breed: _____

Estimated Date of Delivery: _____

1.02 The Handler for the Canine is _____ (the "Handler").

1.03 The cost of the Canine is _____ Canadian dollars (\$_____) plus applicable taxes, which includes the Canine, handler course & Canine team certification. It does not cover food, transportation and lodging costs while attending the handler school in Sanford, North Carolina or Alliston, Ontario, which costs are the responsibility of the Buyer.

2. Deposit and Payment Terms

- 2.01** The Buyer shall pay a deposit to the Seller in the amount of fifty percent (50%) of the purchase price upon signing this Agreement.
- 2.02** The Buyer shall pay the full purchase price of the Canine as set out in section 1.03 above, less the deposit received, forty-eight (48) hours prior to the start date of the handler course, and delivery of the Canine to the Buyer.
- 2.03** All money paid to the Seller, except as set out in section 3.04, is non-refundable. If the Canine is found to be unacceptable and the requirements set out in section 3.02 have been met, the Seller shall deliver to the Buyer a replacement canine.

3. Delivery and Acceptance

- 3.01** The Buyer is deemed to have received delivery of the Canine upon delivery of the Canine to the Handler at the beginning of the handler course.
- 3.02** The Buyer has the right to examine the Canine upon receipt and has 30 days in which to notify the Seller of any problems or concerns with the Canine based on the condition, grade, quality or training of the Canine which causes the Canine to be unacceptable as a bed bug detection canine. Such notice must be in writing and specify in detail the particulars of the problems. Failure to provide such notice within the requisite time period constitutes the Buyer's irrevocable acceptance of the Canine and the Seller is not responsible for replacing the Canine.
- 3.03** The Seller is not responsible for any costs incurred by the Buyer in relation to the Canine once the Buyer accepts delivery of the Canine.
- 3.04** Should the Buyer fail or refuse to accept delivery of the Canine for any reason, the Seller shall refund to the Buyer fifty percent (50%) of the deposit and the Seller shall retain fifty percent (50%) of the deposit.

4. Buyer's Release and Indemnity

- 4.01** The Buyer does hereby forever release, acquit, discharge hold harmless, and covenant not to sue Seller, and its respective agents, representatives, attorneys, servants, employees, contractors, subcontractors, partners, heirs, executors, administrators, personal representatives, successors, assigns (collectively the "Seller's Released Parties"), of and from any and all actions, causes of actions, claims and demands, liabilities, debts, sums of money, obligations, duties, dues, accounts, interests, covenants, contracts, claims, damages, demands, personal injury, property damage (whether real property, personal property, or mixed property), any economic injury or consequential damage or other compensation howsoever arising, whether or not they are now known or anticipated, whether permanent or temporary, or whether now accrued or hereafter accruing, or arising or growing in any way out of the Canine's training, actions, failures to act, behavior, the failure to detect bed bugs, false positive detection of bed bugs, or out of the Handler's training (collectively "Claims").
- 4.02** The Buyer agrees to save the Seller harmless and indemnify the Seller from all injury, loss, claims or damage to any person or property caused by the Canine, or any claims for contribution or indemnity by Buyer as a result of any Claims by any person, corporations, companies, partnerships, trusts, or other entities against Buyer.

5. Seller's Limited Guarantee

- 5.01** The Seller assumes all risk of loss related to the breeding and training of the Canine until the Canine is delivered to and received by the Buyer.
- 5.02** The Seller warrants that the Canine is free from any and all security interests, liens, and encumbrances.
- 5.03** The Seller fully guarantees for three years that the Canine will be free of any hip and/or elbow problems caused by genetic defects. Your Canine will be free of genetic eye disease. Will be tested for temperament/socialbility via the Canadian Kennel Club Canine Good Neighbour test. This guarantee does not cover damage to the Canine due to accidents, illness or mistreatment.
- 5.04** The Seller shall arrange at its expense a full examination of the Canine by a licensed veterinarian before delivering the Canine to the Buyer. The Seller shall provide a complete health certificate of the Canine to the Buyer upon delivery of the Canine. The Seller will ensure that the Canine has received all shots, a blood test, is wormed, and is on heart worm preventative medicine on the date of delivery.
- 5.05** The Buyer may contact the Seller at anytime for training advice free of charge.

6. General Guarantee

- 6.01** The Buyer must re-certify with canine annually. This can be done in house at our affiliates in Sanford, North Carolina, or Alliston, Ontario. Local re-certifications can be accomplished via local trainers and the use of the internet. Re-certification costs are \$500.00.
- 6.02** THE SELLER EXPRESSLY DOES NOT GUARANTEE, WARRANT OR REPRESENT THAT THE CANINE WILL FIND ALL BED BUG INFESTATIONS, WILL NOT FALSELY SIGNAL THE PRESENCE OF BED BUGS, OR WILL NOT HARM PEOPLE OR PROPERTY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SELLER SPECIFICALLY DISCLAIMS AND RENOUNCES (AND THE BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER IS NOT RELYING ON) ANY WARRANTY, GUARANTEE OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUALITY, SAFETY, FREEDOM FROM DEFECTS (WHETHER OR NOT DETECTABLE BY INSPECTION), MERCHANTABILITY, MARKETABILITY, PROFITABILITY, FITNESS FOR THE BUYER'S INTENDED USE OR ANY OTHER PARTICULAR PURPOSES OF THE CANINE.

7. Miscellaneous

- 7.01** **Computation of Time** - Whenever any party is required to act hereunder within a particular period of time after the occurrence of a particular event, such period shall begin to run on the day following the day on which the event occurred and shall expire at 5:00 p.m. E.S.T. on the final day of the period.

- 7.02 Entire Agreement** - The terms and conditions contained herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof. The captions at the beginning of sections and subsections are used for convenience only and are not to be used in attempting to construe any part of this Agreement.
- 7.03** Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations, partnerships and corporations, including public bodies and entities, as well as natural persons, and words of masculine gender shall be deemed and construed to include correlative words of the feminine gender and vice versa.
- 7.04 Amendments** - None of the provisions of this Agreement may be amended without the written consent of both parties.
- 7.05 Waiver** - Any waiver by a party of any provision or condition of this Agreement shall only be in writing and shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.
- 7.06 Choice of Law and Choice of Forum** - This Agreement is governed by and construed under the laws of Ontario to the exclusion of all other laws of any other province or country and any claim or dispute arising hereunder or in connection with this Agreement shall be determined by the courts in Ontario and no other courts. Furthermore, Buyer waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper.
- 7.07** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties as the case may be. If it shall be necessary for the Seller to employ a solicitor to enforce its rights pursuant to this Agreement because of the default of the Buyer, the Seller shall be reimbursed by the Buyer for reasonable solicitor fees and costs.
- 7.08** Neither the Buyer nor any other person, except the parties hereto and their successors and assigns, shall be entitled to rely on, have the benefit of, or enforce any provision of this Agreement.
- 7.09** The Buyer has, independently and without reliance upon the Seller, and based on such documents and information as it has deemed appropriate, made its own analysis and decision to enter into this Agreement, and has consulted with its own solicitor or has had the opportunity to do so prior to entering into this Agreement.
- 7.10** The drafting of this Agreement by the Seller shall not be deemed to cause any ambiguity in this Agreement or cause it to be construed against Seller.
- 7.11** This Agreement may be executed at different times and in any number of originals or counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

ELITE DETECTION DOGS

By: _____
 Sherri Hall
Title: Owner/President

BUYER:

By: _____

Name: _____

Title: _____

Phone: _____

After signing the Agreement please return the Agreement by mail or in person with a certified cheque or money order for all or half of the agreed amount as set forth in Section 2.02 above and make payable to "Elite Detection Dogs". Mail to Sherri Hall, Elite Detection Dogs, 6311 12th Line, R. R. #4, Alliston, Ontario. L9R 1V4.

Bookkeeper: Wendy Grant: 705-435-5340