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Stephen.roark@gmail.com

# **PUPPY CONTRACT**

THIS AGREEMENT, made this	day of	20	_ , between
Stephen Roark, 2002 Lancey Drive, The	omasville NC 27360 (0	Casa Supremo Ca	ane Corso) the
"Seller" and Buyer described below (th	ne "Buyer"):		
Name:			
Address:			
Phone:	Email:		
UPON PAYMENT of the sum of \$	(the "Purchase Pric	e"), Seller agree	s to sell and Buyer
agrees to purchase the following purel	bred Cane Corso pupp	y (the "Puppy"):	:
Name of Puppy:			_
Sex:Color:			_
Whelped:			
Sire Name:			
Dam Name:			
Breeding Rights:	Show Rig	ghts:	

## TERMS AND CONDITIONS

1. Deposit, Pricing and Payment
Buyer has paid a non-refundable deposit in the amount of \$, receipt of which is hereby
acknowledged. This deposit reserves pick (behind breeder) of a purebred Cane Corso puppy of the sex
Dated:
Signature of Seller
Signature of Buyer
Payment of the balance of \$ is due at the time of release of the Puppy to Buyer. The
expected delivery date is Payment of the balance may be made by cash or
money tansfer payable to Stephen Roark.
Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Puppy
if:
(a) Buyer fails to complete the purchase of the Puppy for any reason, or
(b) Buyer fails to pay the balance of the Purchase Price.
In either event, Seller shall be free to sell the Puppy to another party.
In the event the Puppy is not available due to sickness, death, or any other circumstance
owing to the fault of Seller, Buyer's deposit will, at the Buyer's option, be either (i) refunded,
or {ii) transferred to the next litter of puppies.

#### 2. The Puppy

The Puppy will have its tail docked, ears cropped and rear dewclaws removed prior to the date of delivery. Additionally, Puppy will be dewormed and have received its first set of puppy shots.

- 3. Transfer of Ownership and Registration
- \*\*\* All Puppies are registered with AKC and must carry the Seller's name on their registration.

Upon payment in full of the Purchase Price, Seller shall promptly take all actions required to officially transfer ownership and release registration papers to Buyer upon receiving them from AKC.

4. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Puppy and Seller has full right and authority to sell the Puppy.
- (b) Seller guarantees the Puppy is a purebred Cane Corso, offspring of the purebred Sire and purebred Dam set out on page 1 of this Puppy Contract.
- (c) The Puppy is in good health and free of communicable diseases at the time of this sale.

Buyer has five (5) days from the delivery date to have the Puppy examined by a licensed veterinarian at Buyer's sole cost. If the Puppy fails the examination, Buyer must notify Seller immediately and return the Puppy with a written statement from the veterinarian and all the Puppy's paperwork. Seller reserves the right to have the Puppy in question re-examined by a veterinarian of Seller's choice at Seller's sole expense.

Any condition that is minor, correctable, or a breed related subsidiary condition is not covered and any condition that will go away as the Puppy gets older is not covered. Upon verification by Seller's veterinarian that the Puppy is not in good standing and suffering from the claimed issue, Seller has the option of (1) treating, curing and returning Puppy to Buyer within a month's time, or exchanging the Puppy with another of equal value, or returning the full purchase price, or (2) sell the Buyer another Puppy at a reduced price. Seller will not accept responsibility for any harm that comes to the Puppy once in Buyer's possession. Failure by Buyer to have the

Puppy examined within the five (5) day period will nullify this warranty. Upon receipt of Buyers claim and Buyer's veterinarian's statement, Buyer and Seller will make arrangements within a weeks time for the return of the Puppy to the Seller. If Buyer chooses to keep the Puppy, no replacement will be given and all medical costs and treatment are the sole responsibility of the Buyer, and this warranty will be null and void.

(d) This warranty does NOT cover Cherry Eye, Entropian, Ectropian, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, demodetic mange. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees they have thoroughly researched the Cane Corso Breed, and understands the many health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds will be given) This warranty

covers only the original Buyer and is not transferable. Seller agrees to give a one year genetic health guarantee and a one year

hip guarantee. Seller will take the Puppy back and will replace any Puppy that encounters moderate to severe hip dysplasia (HD) during the first two years. In the event Buyer believes their Puppy has HD, Buyer must notify Seller with an official report from Penn Hip or OFA, prior to the Puppy reaching 2 years. Subsequent examination and concurrence will be provided to Seller's veterinarian of choice. Buyer releases and holds Seller harmless from any such condition that arises after that 2 year time. Housing your Puppy in a crate for extended periods of time without proper exercise will void the guarantee as proper exercise is vital for usual growth and development. An overweight puppy will also void the HD guarantee. Prior to returning and replacing any Puppy, Buyer must (1) supply written verification that said Puppy has been spayed/neutered, and (2) provide the puppy's original Registration papers. A comparable replacement Puppy will be offered as soon as feasible and as upcoming litters permit. Buyer acknowledges and agrees the Seller's replacement policy may only be exercised once on the original contract. Injuries from accident, owner neglect or abuse are not included or recoverable upon.

### 5. Spay/Neuter

Buyer and Seller agree if the Puppy is to be spayed or neutered it will not be done until the Puppy is at least 24 months old for male and female due to the fact it can cause hip and joint problems among many other health issues. If Buyer does not agree and has the Puppy spayed or neutered prior to 24 months, then Seller is not liable if there are any hip or joint issues or other health issues.

6. Fitness of Purpose: UNLESS STATED OTHERWISE PUPPY IS SOLD WITHOUT BREEDING RIGHTS.

Seller does not provide any warranty as to the Puppy's fitness for any specific purpose, including obedience trials and/or show ring performance. Buyer agrees the Puppy will live as part of the family, and must be maintained within the household of the Buyer at all times. Puppy may not be loaned, leased, gifted, traded, or resold at any time without written permission in advance from the Seller. If Buyer is unable or unwilling to continue proper care for the Puppy or has decided to sell, give away or euthanize the Puppy at any time throughout it's life, the Puppy must be returned to Seller without refund of any kind.

Seller may give permission to sell or give the Puppy to an approved second owner whom must also agree to abide by this contract.

#### 7. Buyer's Representations

Buyer represents to Seller that:

- (a) Buyer will provide the Puppy with nutritious food and necessary veterinary care. Buyer Agrees to not overfeed the Puppy or allow the Puppy to become overweight at any time. Allowing your Puppy to become even slightly overweight, as determined by a licensed veterinarian, at any time will void the health warranty.
- (b) Buyer agrees not to keep Puppy in a crate except for crate training, and must have ample room for exercise. If Buyer is found to have kept the Puppy in a crate the Puppy will not be covered under the Seller's warranty as proper exercise is important for proper growth and development for the growing Puppy. If Buyer does not address environmental concerns, i.e. cover slippery floors, etc. the Puppy will not be covered under the Seller's warranty. Under no circumstances should rough training methods be used on your Puppy. It is very important for

proper socialization and training for your Puppy so he may become well-adjusted and an important member of your family.

- (c) In the event Buyer decides to sell or give away the Puppy in this contract, the Seller must be given the right of first refusal.
- (d) Buyer understands Large Breed Dogs pose a danger to other dogs and people if not properly cared for and trained. This breed in particular has a guarding nature and cannot run free without proper supervision and control. A FENCED IN YARD IS REQUIRED.
- (e) This dog may or may not be good around children so MUST BE ASSUMED NOT TO BE. It needs supervision.
- (f) Unless specific "Right to Breed" is granted to breed under this contract in the allotted space, it is assumed NO breeding rights are granted and breeding said Puppy or with said Puppy will result in immediate forfeiture of the Puppy and all rights to the Puppy to the Seller, for Breach of Contract.
- 8. Buyer's forfeiture of Puppy upon proof of abuse or neglect.

If Buyer is suspected of or convicted of abuse or neglect, or if the Puppy is found to be mistreated in any way, Seller will have full legal right to confiscate the Puppy with no compensation to the Buyer. Seller may also pursue legal action, if veterinarian services are needed.

#### 9. Indemnity and Release

Buyer assumes full responsibility and liability for the Puppy pertaining to injury or damage to person or property once the Puppy leaves the premises of Seller and releases Seller from any and all liability, costs or damages caused by the Puppy after placement with Buyer, including but not limited to destruction of property and injury to any person.

<ol><li>Entire Agreement</li></ol>	e Agreement
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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.
Date Signature of Buyer
Date Signature of Seller
Acknowledgement of Receipt
I acknowledge that I have received the Puppy into my Possession

Date Signature of Buyer \_\_\_\_\_