

Icey Creek Cane Corso Companion Contract & Policies



John and Suzette Boehms
Lynsi B. Sanchez
2381 Totty's Bend Road, Duck River, Tennessee 38454
iceycteekcc@gmail.com
931-698-1638
931-996-3467
<http://iceycreekcaneorso.com>

Date Submitted: _____

Buyer Information:

Name (Last, First): _____

Address: _____

City, State, Zip: _____

Phone Home: _____ Phone Cell: _____

Email: _____

(Referred to as Buyer)

Puppy Choice: FEMALE _____ MALE _____ NO PREFERENCE _____

Please describe intended activities for your Cane Corso: dock diving; disc; scent; barn hunt; protection; etc.

Puppy Information: \$3200

(Includes, ear crop, tail dock and dew claw removal; AKC Microchip with lifetime registration; AKC registration; personalized puppy evaluation and client matching, current vaccinations and deworming; current health papers for travel across state lines; puppy training (initial crate training), feeding instructions; constant mentorship; 24-month health warranty for health of the pup only. While it may be capable of performing or conformation, no warranty is given as to any special purpose. We reserve the right to evaluate PUPPY to identify the possibility of finishing her Conformation Championship as it matures.

DEPOSIT: \$400 (Deposits are NON-REFUNDABLE)

Buyer understands WE DO NOT GUARENTEE COLOR (requests are welcome.)

Puppy must be paid for (in full) once puppy is chosen. Once puppy is paid in full, we do NOT refund ANY CASH OR CREDIT. Families will be offered a puppy that is compatible with one's lifestyle. This determination of temperament assessments and basic training cannot be determined until a minimum of 6-8 weeks of age. If the buyer refuses two consecutive litters when offered or does not respond to phone calls and/or emails the deposit is forfeited. We reserve the right to return deposits and cancel reservation for any reason.

Additional Puppy Training (Optional):

_____ Week One (age 8 – 9 weeks) \$475

Consists of Crate Training, initial correct behaviors, Stich removal, vet check with second set of vaccinations on pick up at 9 weeks, Interceptor worming initial heart worm is included in this pill.

_____ **Late Pick up: \$ 45 per-day boarding fee. WE DO NOT ORGANIZE SHIPPING**

It is solely the buyers' responsibility to ensure pickup is timely.

We can recommend a flight concierge service and transportation that is the sole responsibility of the buyer to coordinate.

Icey Creek Cane Corso Companion Contract & Policies

TERMS OF CONTRACT AND REGISTRATION POLICIES:

1. The afore mentioned Puppy is being sold as a family member first and foremost and the Buyer agrees to provide for it as a member of the family.
2. The Buyer agrees to purchase the puppy described above under the following warranties and conditions. NO OTHER WARRANTIES OR CONDITIONS ARE EXPRESSED OR IMPLIED.
3. Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract
4. Contract/warranties are only between the Breeder and the original Buyer, NOT to a third party.
5. Said puppy is sold with:
LIMITED (Companion/Pet NO BREEDING RIGHTS) AKC Registration. Buyer agrees to never breed this dog. Breeder prefers and encourages the use of sterilization Buyer understand that spaying/neutering has been linked to significantly higher rates of orthopedic issues and cancer. Because of this, females may NOT be spayed until after 12 months or after their first heat cycle and males may not be neutered until after 18 months. Spay or neutering this Cane Corso prior to age stated above will void the warranties or obligations of Breeder outlined in this contract outside of the right of first refusal. If Buyer chooses to leave this dog intact, Buyer understands and agrees that if this dog produces offspring, Buyer will pay a \$10,000 fine to Breeder and must spay or neuter said dog. Buyer will forfeit said dog and all puppies to Icey Creek. In the event the Puppy develops into a show/breeding prospect, the Buyer and Breeder wants to revisit the Puppy's registration, at that time and any change to the Puppy's registration will be at the sole discretion of the Breeder and subject to the terms in the Breeder's "Showing and Breeding Addendum" in effect at that time. Health warranties are null and void if there is a pediatric spay or neuter done without Breeder's consent.
6. The Puppy is sold with tail docked, front and rear dewclaws removed and cropped ears, current vaccinations and a microchip.
7. The Puppy is to be registered with the AKC and may NOT be registered by the Buyer with any other registry. Breeder's name "Icey Creek" must appear at the beginning of the Puppy's name when registering. Buyer shall not have the name "Icey Creek" removed from the name of an already registered Puppy. Buyer shall not change the name of an already registered Puppy.
8. The Puppy is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.
9. The Puppy has been implanted with a microchip if available with AKC's Reunite program. The Breeder should be listed as the secondary contact. The Buyer shall not tamper with or remove the microchip.
10. The Buyer agrees that they are aware of the correct pronunciation of Cane (Kah-nay) Corso (Kor-so) and that Cane is not pronounced as in candy cane, walking cane, king or anything other than Kah-nay. The Buyer agrees to actively encourage others to preannounce Cane (Kah-nay) Corso (Kor-so) correctly.

Initials of Buyer: _____

VETERINARIAN EXAMINATION:

1. Breeder warrants the puppy is healthy and free of all fatal communicable diseases to the best of the Breeder's knowledge at the time puppies go home and has been checked by a veterinarian.
2. Buyer has 5 working days from the date of pick up from the Breeder's home, or delivery by an authorized Breeder's representative, to have said Puppy examined by a state licensed veterinarian to affirm that the puppy is in good health.
3. If Buyer does not take said Puppy to a veterinarian within the specified 3 working day time frame, the Buyer cannot return the Puppy due to any illness and the health portion of this contract is considered null and void.
4. Buyer will not take Puppy to any public places or let the puppy interact with any other dog(s), unless that dog lives in the same household, until the vet check is performed.
5. If a serious health problem is noted during the above examination, Breeder must receive a written statement from the Buyer's veterinarian within 7 days of examination. Upon verification by our veterinarian of stated health problem, Puppy must be returned to us within 3 working days. When available, an equitable replacement will be available to Buyer. The Breeder is NOT responsible for veterinary bills resulting from the Buyer's examination or veterinary treatment of the puppy at any time after the Puppy has been turned over to the Buyer.
6. You will have the original vet records from previous placement and will always have access to our vet – Hohenwald Animal Hospital.

Initials of Buyer: _____

Icey Creek Cane Corso Companion Contract & Policies

NUTRITION, VACCINATIONS AND VETERINARY CARE:

1. Puppy cost includes tails docked, dewclaws removed, and ears cropped. The Puppy is up to date on vaccinations and worming at the time the Buyer receives the Puppy. Included in your puppy paperwork is a record that lists exact dates and what type of vaccinations and parasite treatments were given. We suggest finding a veterinarian prior to the Puppy coming home.
2. We highly suggest running titers yearly prior to revaccinating. There are significant health risks associated with yearly vaccinations, especially 5-way, 6-way and 7-way vaccines. You are your dog's medical advocate. Over-vaccination can be fatal.
3. Health guarantees will be null and void if the Buyer allows the veterinarian to give the Rabies and/or Leptospirosis vaccine at the same time as other vaccinations.
4. The health portion of this contract is null and void if the Puppy is seen or treated by a veterinarian affiliated with or working for Banfield or VCA Network.
5. Buyer agrees to follow all local, state and federal laws concerning canine vaccinations.
6. The Breeder is NOT responsible for any communicable diseases or reactions from vaccinations.
7. The Buyer agrees to provide veterinary care when needed.
8. **The Buyer may NOT use Bravecto, Trifexis, Simparica or Acepromazine.**
9. The Buyer agrees by signing this contract to give the Breeder full permission and authorization to speak to, request documents, disclose and release, without restriction, all said Puppy's health information and medical records regarding any past, present or future medical condition from any veterinarian or technician who has treated this Puppy at any time.
10. The Buyer agrees to feed quality kibble for life or raw diet may be fed after 18 months, Grain free kibble is not to be fed as there are links to induced heart disease.
11. The Buyer will NOT feed the Puppy any kind of puppy formula kibble after 16 weeks of age. At 16 weeks of age, the Puppy is to be fed adult or all life stages kibble. Grain free kibble is not to be fed.
12. Under no circumstances does the Breeder grant cash refunds or accept any liability for medical expenses, veterinarian fees, shipping costs or any other expenses related to the care of the Puppy.
13. The Buyer agrees that they will not euthanize the Puppy except in the case of the Puppy's terminal illness, terminal injury and/or old age accompanied by pain and suffering. In the case that euthanasia becomes necessary, it must be performed by a licensed veterinarian. The Buyer agrees to notify the Breeder if euthanasia becomes necessary.

Null and void if vaccination protocols outlined below are not followed:

- **Rabies cannot be given prior to 12 weeks and may not be given within 7 days of any other vaccination**
- **Leptospirosis vaccination must not be given within 7 days of any other vaccinations and only if needed in your geographical area**
- **5- or 6-way vaccinations can be used but no vaccinations with more than 6 antigens are to be used**
- **No all-in-one Flea and Tick Oral medications used – with the exception of Nexgard**
- **Consistent deworming program kept up to date**

Initials of Buyer: _____

TEMPERAMENT:

1. Puppy temperament issues are covered by the Breeder for up to 4 weeks after the Puppy is in the possession of the Buyer. The Breeder accepts NO liability for temperament issues once puppy is in the buyer's possession. If the Puppy exhibits behaviors that are abnormal for the Cane Corso breed in the allotted time, the Puppy is to be returned to the Breeder immediately. The Breeder will evaluate the Puppy and if it is determined that the Puppy does have a temperament issue, when available, an equitable replacement will be available to Buyer. However, if the Breeder determines that the Buyer was unable or refused to follow the Breeder's advice for socialization and training, the Puppy will NOT be replaced, and any monies paid to the Breeder will be forfeit.

Icey Creek Cane Corso Companion Contract & Policies

2. The Buyer agrees to attend a Puppy Kindergarten class and a Beginner Puppy Obedience class with the Puppy, or the temperament portion of this contract is null and void.
3. If the Breeder determines that the Buyer was unable or refused to follow the Breeder's advice regarding environmental requirements, including but not limited to proper socialization, training and/or proper containment for a Cane Corso, the Puppy will not be replaced, and any monies paid to the Breeder will be forfeit.
4. The Buyer will only use positive reinforcement training methods on the Puppy and will not send the dog for board and training or train with a correction collar prior to consulting the breeder.
- 5.

Initials of Buyer: _____

HEALTH WARRANTY:

Health warranty is for 24 months from the Puppy's date of birth. It covers any of the following that lowers the quality of life: non-injury related crippling bilateral hip dysplasia, non-injury related crippling bilateral elbow dysplasia, severe heart defect and confirmed idiopathic epilepsy (non-environmental), NCL or DSRA. If any of the conditions outlined above are present, the Breeder guarantees that, when available, an equitable replacement will be available to Buyer. The replacement Puppy may or may not come from the next available litter. There is only one replacement Puppy per warranty and the health warranty is not transferable to the replacement Puppy. Cardiac health warranty is void if Puppy is fed a grain-free kibble. The puppy does not need to be returned in the case of a health warranty replacement.

PennHip evaluations and results, reporting DJD, are required if the replacement is due to non-injury related crippling bilateral hip dysplasia. A copy of the official PennHip report, along with a copy of the radiographs to verify proper positioning in a large enough electronic file format to be able to see radiographs clearly, must be submitted to the Breeder. Accidents or injury(ies) that may have caused this condition do not qualify for a replacement Puppy. If the Puppy has been bred, health warranty is void. OCD is a subjective orthopedic condition and is not covered in this health warranty. If PennHip evaluations are not available in area of buyer, OFA evaluations may be substituted.

1. Buyer assumes full responsibility for transportation charges (costs) of the replacement Puppy to their home or to return the Puppy to the Breeder.
2. The Puppy will not be required to be returned in cases of health replacements. However, the Buyer will be required at the Buyer's expense to spay or neuter the Puppy and provide proof of such in order to keep the Puppy.
3. The Breeder reserves the right to an in-house examination of the Buyer's home by either the Breeder or Breeder's designee before the Puppy is replaced.
4. The Breeder reserves the right to have the Puppy examined by a veterinarian of the Breeder's choice for a second opinion at the Breeder's expense before the Puppy is replaced. The Breeder's veterinarian must agree with the diagnosis and severity of such diagnosis or replacement will not be made.
5. If the Puppy was kept at an unhealthy weight, as determined by the veterinarian or medical records, during the first 26 months of life then the health warranty is considered void.
6. In the event that the Puppy is bred, the health warranty becomes null and void.
7. Health warranties do not include torsion or bloat.
8. Health warranties do not include glandular hypertrophy (cherry eye), demodex mange, entropion, ectropion, dermoid, etc.
9. Under NO circumstances does the Breeder grant cash refunds or accept any liability for medical expenses, veterinary fees, shipping costs or any other expenses related to the care of the Buyer's Puppy.
10. Replacements are made when a suitable Puppy is available. The Breeder gives NO guarantee as to the time frame. The Puppy will be replaced with the same sex and whichever color of that sex is available.
11. If the Breeder determines that the Buyer was unable or refused to follow the Breeder's advice regarding environmental requirements, including but not limited to, proper socialization, training and/or proper containment for a Cane Corso, the Puppy will not be replaced, and any monies paid to the Breeder will be forfeit.
12. Replacement puppies are subject to a \$450 raising fee and Cost of ear crop. Buyer is responsible for transportation fees.

Icey Creek Cane Corso Companion Contract & Policies

Please note that the Breeder's breeding dogs' have been health tested. Performing health testing does not guarantee that the Puppy will be exempt from hip or any other type of health problem. Genetics can be extremely unpredictable. The Buyer needs to be aware that although the Breeder strives to produce puppies free of health problems, sometimes it happens regardless of all the fail safes put in place. Please consider health insurance on your Puppy.

Initials of Buyer: _____

Policy Stipulations

- 1 Icey Creek assumes no responsibility for the aftercare of cropped ears and any failure of the ears to stand.
- 2 Under no circumstances do we grant cash refunds or accept any liability for medical expenses, veterinary fees, shipping costs, or any other expenses related to the care of the Buyer's Cane Corso.
- 3 As this puppy is sold with the potential to be a candidate for achieving a CH conformation title and could be used in a preservation breeding program, we know that Mother Nature can be cruel and the pup not successful in the conformation ring, the Buyer understands that performance titles are a viable option. Males may not be bred until after 18 months of age and females may not be bred until 2 years of age. Both **MUST** have passing results on all health testing prior to breeding.

Initials of Buyer: _____

COSMETIC:

1. The Breeder does not guarantee and/or warranty a certain size, height, weight or color that this puppy will grow into nor replace the Puppy or contribute to the payment of medical bills due to cosmetic and/or minor defects common to the Cane Corso breed such as but not limited to: non-erect ears, missing teeth, incorrect bite, glandular hypertrophy (cherry eye), demodex mange, entropion, ectropion, dermoid, umbilical hernia, undescended testicle, re-growth of dew claw, etc.
2. If the Puppy's ears are not fully standing at the age of 4 months (or after teething), the Breeder suggests that the Buyer has the Puppy's ears taped up by a licensed veterinarian or by the Breeder.
- 3.

Initials of Buyer: _____

LIVING ARRANGEMENTS, WELFARE & RESERVATION OF RIGHTS:

1. The Buyer shall provide a 6ft fenced yard and/or electric fence (horse or cattle fencing not underground wire fence) or acreage sufficient for safety, unless previously discussed during the interview process. If a fenced enclosure is not available, the Buyer agrees to leash walk the Puppy. At no time is the Puppy to be kept chained, tethered, or allowed to roam free.
2. The Buyer agrees that the Puppy is to be a house pet ONLY. Extensive unsupervised or alone time in outside areas, a basement, a garage or tied up outside is detrimental to the Puppy. Please note: Significant health and temperament issues are closely associated with excessive crating. Excessive crating is generally 5 to 6 hours at a time, with the exception of bedtime.
3. The Breeder **STRONGLY OPPOSES** dog parks and encourages the Buyer to avoid visiting dog parks with the Puppy due to safety and health concerns.
4. Under **NO** circumstances should rough training methods be used on the Puppy, including the use of a shock collar for basic training.
5. The Puppy will **NOT** be used as an attack dog. This does not include performance sports, under proper supervision and guidance, which includes bite-work. Proper supervision and guidance refer to an individual who is qualified to be an instructor, has substantial experience in his profession and is fairly familiar with the Cane Corso breed.
6. The Buyer understands that these dogs have a large prey drive and should not be allowed to be around small dogs, cats, etc. without supervision. And, agrees to socialize and exercise the Puppy in amounts appropriate to the age of the Puppy.
7. Under **NO** circumstances will this Puppy ride in the back or bed of a pick-up truck, except when transported within a properly secured impact or steel crate.
8. The Buyer agrees that the Puppy is to always wear a buckle collar with a current identification tag. Local laws may also require the display of current rabies vaccination and licensing tag.

Icey Creek Cane Corso Companion Contract & Policies

9. The Buyer understands that extensive exercise before the dog is 18 months of age and structurally mature is strictly PROHIBITED. This includes jumping in and out of vehicles, excessive stair use, prolonged jogging and any other activities that may cause undue stress to undeveloped joints. Excessive exercise will render the health warranty null and void.
10. The Buyer agrees to provide an adequate indoor shelter with proper ventilation and/or air conditioning and fresh, clean water at all times.
11. The Breeder reserves the right to enforce this contract in order to protect the welfare of the Puppy. The Buyer expressly grants permission for the Breeder or the Breeder's designee(s) to visit the Buyer's home to verify the welfare of the dog.
12. The Buyer expressly agrees that the Breeder may repossess the Puppy upon any evidence of neglect and/or abuse or upon any breach of this agreement at NO expense to the Breeder and with NO refund of any monies to the Buyer. If the Breeder does ask for the Puppy to be returned to the Breeder due to neglect and/or abuse, the Puppy shall be returned within 24 hours.
13. Should the Breeder need to seek legal action against the Buyer for violation of this agreement, the Buyer hereby agrees to assume any and all attorney costs, court fees and other legal fees incurred in the process of enforcing this contract or of repossessing of the Puppy. Any placement costs, maintenance costs, boarding, medical and associated miscellaneous costs, such as but not limited to retraining, socialization etc., related to the repossession of this Puppy will be the responsibility of the Buyer.

Initials of Buyer: _____

FIRST RIGHT OF REFUSAL:

1. If at any time, for any reason, the Buyer finds that that they are unable or unwilling to continue to care for the Puppy, the Buyer agrees to contact the Breeder immediately and inform the Breeder of such an issue. Full legal ownership reverts to the Breeder. The Buyer agrees to return the Puppy with AKC Registration Papers to the Breeder or the Breeder's agent. The Buyer is responsible for shipping costs. In this event, the Buyer is not entitled to a refund or replacement.
2. The Buyer shall not abandon, sell, transfer, collateralize, give away or surrender the Puppy at any time, under any circumstance.
3. If the Buyer decides to sell, give away, destroy, or place the Puppy in a rescue without written permission from the Breeder, the Breeder will bring court action in the state of Tennessee against the Buyer. The Buyer will pay a \$9999.00 fine to the Breeder for breach of contract.
4. The Breeder is under NO obligation to tell the Buyer of the Puppy's new placement or give the Buyer any compensation for any re-homing fees attained by the Breeder.
5. If the Puppy belongs to more than one person and/or party and there is a division of property due to bankruptcy, business dissolution, separation, divorce and/or death, the Puppy shall not be held in litigation. Should custody of the Puppy be in question in the event of bankruptcy, business dissolution, separation, divorce and/or death, the Breeder will immediately assume legal ownership of the Puppy from any person, shelter, boarding facility, venue, etc. where the Puppy may be located, including all records and all registration papers.

Initials of Buyer: _____

UPDATES, PHOTOGRAPHS, NON-DISPARAGEMENT AND NOTIFICATIONS :

1. The Buyer agrees that the Breeder may use any photos and updated particulars of qualifying awards or successes in any future advertising. The photos you send may be used on our website to give other buyers an idea of what we produce.
2. If the Buyer moves from the address stated above, the Buyer shall, within 30 days of the address change, provide the new address and telephone to the Breeder.
3. If the Breeder moves from the address stated above, the Breeder shall, within 30 days the address change, provide the new address and telephone to the Buyer.
4. The Buyer understands and agrees that the Breeder is entitled to make follow-up visits and/or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied and to verify the well-being of the Puppy. The Buyer further understands and agrees that the Breeder reserves the right to reclaim the Puppy if any portion of this contract is breached or if the Breeder discovers falsification of any information provided to the Breeder on the Puppy Application or any and all verbal and/or written correspondence.

Icey Creek Cane Corso Companion Contract & Policies

5. The Buyer agrees to initiate no action which is intended to cause harm, assumed to harm and/or disparages the Breeder's reputation(s) and could lead to unwanted or unfavorable publicity to the Breeder. This includes but is not limited to defamation of character, slanderous or libelous actions and the negative direct or indirect use of any form of social media such as Facebook, Twitter, Instagram, LinkedIn, Google+, Online Forums, etc. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral, about the Breeder. The Buyer agrees and acknowledges that this non-disparagement provision is a material term of this contract, the absence of which would have resulted in the Breeder refusing to enter into this contract.
6. A Family FB page is available for all buyers and should be utilized. Buyer agrees to utilize the family forum for questions if the breeder/trainer is not available by text, or phone. Buyer agrees to NOT utilize social media forums for questions outside of the Serafina family page.

Initials of Buyer: _____

LIABILITY:

1. The Buyer agrees to release and hold harmless the Breeder for any and all liability, damages or injuries either directly or indirectly caused by the Puppy to any person, whether actual or legal, or to any property, whether real or personal.
2. The Buyer assumes full liability, implied or actual, for any damages or injuries, whether physical, mental, emotional, or economic, caused by the Puppy to any person or property, whether real or personal, after receiving and acknowledging delivery and possession of said Puppy.
3. The Buyer agrees to indemnify or reimburse the Breeder as a result of any costs or expenses incurred by the Breeder as a result of any act of the Buyer causing liability damages or injuries as set forth herein.

The Buyer understands that the Breeder breeds for the betterment and preservation of the Cane Corso breed. The Breeder does not breed often and always retains puppies for exhibition and working purposes from each litter. Although parents have been health tested and are titled, the Breeder generally will only sell puppies on companion contracts with Limited AKC Registration. Each puppy sold will be co-owned. Co-ownership for exhibition/breeding will only be considered in very special circumstances. All breeding stock and puppies are available for viewing and the Breeder welcomes visits by appointment only. The Breeder reserves the right to refuse visitation and/or the sale of a puppy to anyone for any reason.

The Buyer represents that all family members have agreed to the purchase of this Puppy and that all family members will adhere to the terms of this contract. The Buyer further represents that they are 18 years of age or older. The Buyer represents they have never been subject to legal action for the cruelty or neglect of animals, regardless of the outcome of that legal action. The Buyer further represents that they have never owned an animal which has been confiscated by animal control or any humane organization for violations of state or local animal control regulations or animal purchase agreements.

The Buyer agrees that, from the date of pick up, the Buyer assumes full financial responsibility for this Puppy, including, but not limited to, all feeding, grooming, boarding and veterinary care that may be required.

The Buyer and Breeder agree that this agreement will be governed by the laws of the current location of Breeders Home. Any and all legal expenses incurred by the Breeder to enforce the terms of this contract shall be paid for by the Buyer. In any and all cases, the full value of replacements or damages to the Buyer shall only be the purchase price of the Puppy.

Icey Creek Cane Corso Companion Contract & Policies

Sire's Name _____

Dam's Name _____

Date of Birth _____ Coat color _____ **COLLAR COLOR** _____

Birth weight _____ Birth length _____

Puppy name: Icey Creek _____
(Must start with "Icey Creek" on all AKC registration paperwork)

Please identify the guardian of puppy in case of tragedy/loss of life of owner:

Please provide address and phone number of potential guardian:

We, the undersigned, have read this contract and had ample time to discuss, have had any questions answered and so understand and agree to its terms and conditions. The written terms of this contract constitute the entire agreement between Buyer and Breeder. No other written, verbal or implied statements, promises, documents or writings shall have any effect on this contract unless whereas stated in the above or attached addendums.

Upon signing below, both Buyer and Breeder agree to all the terms stated in this contract.

Buyer's Signature(s):

_____ Date: _____

_____ Date: _____

Breeder's Signature:

_____ *Icey Creek Cane Corso: Suzette I. Boehms* _____ *Date Accepted:* _____

*Contracts not received back plus deposit within 60 days of date sent via email will be subject to new terms