



***Icey Creek Cane Corso
John and Suzette Boehms
2381 Tottys Bend Road
Duck River, Tennessee 38454***

***IceyCreekCC@gmail.com
931-698-1638***

2020 Companion Contract

Date: _____

I. Buyer Information:

Please print clearly

Name _____

Address _____

City, State, Zip _____

Phone – home _____

Phone – cell _____

Phone – work _____

Email _____

II. Puppy Information:

DEPOSIT: \$500 (REQUIRED TO RESERVE PUPPY) IT IS NON-REFUNDABLE.

Price: \$3000 (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 a **companion animal only**. While it may be capable of performing or conformation, no warranty is given as to any special purpose.

Gender: Female or Male

Puppy name _____
(must start with "Icey Creek" and end with "of Serafina" of all AKC registrations)

Sire's Name _____

Dam's Name _____

Date of Birth _____

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Coat color _____ **COLLAR COLOR** _____

Birth weight _____ Birth length _____

III. Optional Services:

Launch program. (\$350 per week) includes basic socialization and basic obedience.

IV. Taking possession of puppy:

_____ **picking up from breeders home**

_____ **ground transport** (we can assist in arranging ground transport)

- Buyer agrees all costs and arrangements that enable the buyer to take possession of above stated puppy is ultimately their responsibility. The Breeder is not obligated to return the deposit if pick up, transport, or delivery options are not available.
- Buyer also acknowledges additional costs may accrue, each week, after 10 weeks of age

_____ **Initials of buyer**

V. Terms of Contract and Registration Policies:

1. Buyer agrees to purchase the puppy described above under the following warranties and conditions. **NO OTHER WARRANTIES OR CONDITIONS ARE EXPRESSED OR IMPLIED.**
2. Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.

_____ **Initials of buyer attesting understanding Terms of Contract**

3. Said puppy is sold with **LIMITED (COMPANION/PET NO BREEDING RIGHTS)** Buyer will receive AKC LIMITED Registration papers, breeder reserves the right not to provide paper work until proof of sterilization signed by the veterinarian to include name, description, and microchip number, the veterinarian's license number, address, and phone number. Buyer understands that spaying/neutering has been linked to significantly higher rates of orthopedic issues and cancer. Because of this, **Females may NOT be spayed before 13 months of age and males may not be neutered before 18 months.** Spaying or neutering prior to age stated will void any warranties or obligations of breeder outlined in this contract. **If buyer chooses to leave dog intact, buyer understands and agrees that if this dog produces offspring, buyer agrees to pay a \$5000 fine to Icey Creek Cane Corso, understands no registration will be allowed, and they must spay/neuter said dog and all its offspring. Said puppy will not be registered with any other registry.**

_____ **Initials of buyer signifying understanding AKC limited registration**

4. Breeder will be listed as 2nd owner for said puppy and will remain on papers for the duration of pup's life.
5. The deposit of \$500 will secure the initial screening process and puppy profile development and will place the buyer on the list of approved puppy buyers. This fee is **NON-REFUNDABLE**. Buyer understands that Mother Nature does not always give what we had hoped. In the event a puppy of the requested sex or personality is not born, the fee entitles buyer remain on the list for the upcoming litter. If there is a puppy that is suitable for the client, but they choose to pass; they may only pass twice. If the client passes twice, either by statement or being unresponsive to a "choosing email", the client is removed from the list and the fee is forfeited.

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6. We understand clients may have a preferable color, however, we will NOT guarantee color. Puppy must be paid for (in full) by 7 weeks.

_____ **Initials of buyer – understanding no guarantee of specific color and deposit**

7. Puppy will be forfeited to another buyer and all monies paid will be lost if full purchase price of training program is not paid in the allotted time. If at anytime during the course of this transaction Icey Creek deems the buyer is not a suitable home for this Corso, we reserve the right to refund any money paid toward the puppy (may exclude screening fee) and withdraw our agreement to sell this puppy/dog this buyer.

Guaranteed funds only. Options are listed below:

- Paypal (include 3% to cover fees or use friends and family option). Paypal email is IceyCreekCC@gmail.com
- Certified Bank Check - FedEx or UPS only

_____ **Initials of buyer – read and understand guaranteed funds**

VI. Veterinary Examination:

1. Icey Creek warrants the puppy is healthy and has passed an initial veterinary evaluation at the time of pick up. Breeder will provide a signed health paper for travel across state lines.
2. Buyer has a maximum of 5 days from the date of pick up from the breeders home, or delivery by an authorized Breeder's representative, to have said puppy licensed veterinarian to affirm that the puppy is in good health. (KEEP ALL HEALTH RECORDS FOR THE PUPPY)
3. If the Buyer does not take said puppy to a veterinarian within the specified the 5 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 the 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, the breeder must receive a written statement from the Buyer's veterinarian within 7 working days of examination. Upon verification by our veterinarian of stated health problem, puppy must be returned to us within 3 working days. When available, a replacement from the same price category will be available to the buyer. The Breeder is NOT responsible for any 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.

_____ **Initials of buyer understanding veterinary exam**

VII. Nutrition/Vaccinations/Veterinary Care:

1. Included in your puppy paperwork is a record that lists exact dates and what type of vaccinations/dewormings that are given. If you don't have a regular veterinarian, we strongly suggest you find one that will work on a Corso, BEFORE you bring the puppy home.
2. We strongly suggest running titers annually after initial vaccinations are complete prior to revaccinating. There are increasing health risks associated with yearly vaccinations. YOU are your puppy's medical advocate. DO NOT be talked into something you aren't sure about. Do not over vaccinate at one office visit.

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3. **Health guarantees will be null and void if veterinarians give RABIES vaccines at the same time as other vaccinations. If Leptospirosis is common in your area, only vaccinate your puppy for Lepto is needed and without a combination of other vaccinations. Using veterinary services from Banfield (PetSmart) or VCA Network will nullify the health portion of this contract. If there is an emergency and a VCA veterinarian is the only option, puppy may be taken to them.**

_____ **Initials of buyer understanding vaccinations**

4. Buyer agrees to follow all local, state, and federal laws concerning canine vaccinations.
5. Icey Creek is not responsible for any communicable diseases or reactions from vaccinations.
6. Buyer agrees to provide veterinary care when needed.
7. If the Buyer uses Flea and Tick medication, Buyer may not use Trifexis, Bravecto, Simparica, Nexguard, Sentinel, or any other all in one oral medication for Fleas and Ticks --- **Health guarantee will be nullified due to the use of oral medication for fleas and ticks.** Seresto collars or Frontline and Interceptor are approved..... ALL- NATURAL ALTERNATIVES LIKE **WONDERCIDE** IS AN OPTION.
8. Buyer agrees by signing this contract that they give Icey Creek full permission to speak to, request documents of health information and medical records, from any veterinarian or technician that has treated this puppy at any time.
9. Buyer agrees to feed premium quality... In 2017 Grain-free foods have been linked to non-genetic Cardiomyopathy and subsequently in 2018 the FDA has revealed studies into grain-free foods... **WE DO NOT RECOMMEND FEEDING A GRAIN FREE DIET.** We are not feeding ancestral wolves, we are feeding domesticated dogs.
10. Under no circumstances do we grant cash refunds or accept any liability for medical expenses, veterinary fees, any other expenses related to the care of the Corso.

Overview of the Health Guarantees:

- **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**
 - **Consistent deworming program kept up to date**

_____ **Initials of buyer understanding overview of Health guarantee**

VIII. Temperament:

1. Inclusive in contract price is Puppy temperament warranty covered for up to 12 weeks after the puppy is in the possession of the buyer. We accept NO liability for temperament issues once the Buyer takes the puppy. The Buyer MUST contact Breeder IMMEDIATELY if problems arise with temperament. Puppy will be evaluated and it will be determined if the puppy does have a temperament disorder, a replacement puppy in the same price category will be discussed. However, if Icey Creek determines that the Buyer was unable or refused to follow our advice for socialization and training, the puppy will not be replaced and the monies paid to Icey Creek will be forfeited.
2. Buyer agrees to attend a Puppy Kindergarten class, and a beginning puppy Obedience class with their puppy or with the agreement between Breeder and Buyer, the temperament portion of this contract is null and void.

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3. If Icey Creek determines that Buyer was unable or refused to follow our advice regarding environmental requirements, including but not limited to proper socialization, training or proper containment for a Cane Corso, this dog will NOT be replaced and any monies paid to Icey Creek will be forfeited.

_____ **Initials of buyer acknowledging Temperament clause**

IX. Health Warranty:

1. Health warranty is 24 months from the puppy's date of birth. It covers any of the following that lowers the quality of life: crippling HD, a heart defect, or non-injury related elbow and shoulder dysplasia. In the case of Idiopathic Epilepsy, the warranty is for 4 years. If Idiopathic Epilepsy is the final diagnosis the Buyer will be required to submit tissue samples for further research. Complete veterinary records are required for all conditions submitted for warranty coverage. Conditions like Liver disease, meningitis, Kidney failure, brain trauma/tumor, or toxins (poisoning/allergic reactions to medications/over-vaccinations). If any of the conditions outlined above are present, Breeder agrees to replace the puppy to the Buyer with a puppy of equal value, not to exceed the value of the originally purchased puppy. Replacements will be made when a suitable puppy becomes available. This puppy may or may not come from the next available litter. There is only one replacement puppy per warranty. Hip warranty is not transferable to replacement puppy.
2. Hips and Elbows: A PennHip result shows DJD, by evaluation of a properly positioned dog in the x-rays being submitted to PENNHIP qualifies for a replacement puppy. A copy of the official report along with a copy of the x-rays (to verify positioning) in a large enough electronic file format (in order to be able to see x-rays clearly) must be submitted to the breeder. Accident or injury that may have caused this condition does not qualify for a replacement puppy. ONLY OFA Certified results for elbow dysplasia (grade 2 or 3) or Luxating Patella will be accepted for diagnosis. A General practitioner Vet Xray will not qualify... PennHip results will not be accepted prior to 18 months.
3. Osteochondritis dissecans (OCD), is a subjective orthopedic condition. It usually occurs during periods of rapid growth. Therefore, it has been suggested that improper nutrition (too much protein or calcium) creates rapid growth which may lead to the increase in incidence. Over exertion, trauma and hormonal changes can lead to OCD. No apparent genetic tendency has been identified. No replacement puppy for OCD occurrences.
4. We highly suggest Buyers contact us prior to any crisis... We have available a network of veterinarians for second opinions. If we are not made aware of a health problem and the dog expires, we will request a necropsy to confirm diagnosis.
5. We have conducted certain health testing on our breeding dogs. Most are evaluated by OFA or PennHip either with preliminary or official ratings before breeding. We also do various other types of health testing as posted on our website and are happy to provide full paperwork proof of testing. Doing health testing does not, however, guarantee that your puppy is exempt from any hip or any other type of health problem. Mother Nature and genetics are extremely fickle. We want all of our puppy buyers to be aware that although we do our best to make sure that we are not producing puppies/dogs with health problems, sometimes they happen regardless of all the fail safes we put in place. Please consider health insurance on your puppy. It's a small price to pay if an accident should happen.
6. Replacement puppies: Replacement puppies do not include cost of ear crop. Ear crops will be available on replacements for our costs is desired and \$300 raising fee. Travel is not included in replacement cost – travel cost is the responsibility of the Buyer. Replacement puppies will not be provided from co-bred litters. Payments are due prior to ear crop. Puppy will be replaced when breeders have an available puppy. If Buyer is non-responsive to replacement email or phone call when replacement is available, the breeder is under no obligation to offer further replacements.

Puppies must leave by 9 weeks or boarding charges apply. If puppy is not picked up or paid in full when requested by the trainer/breeder puppy replacement is forfeited.

7. *Though we do our best to make sure puppies/dogs don't develop health problems, they happen regardless of all the fail-safes we put in place. Please consider health insurance on your puppy. It's a small price to pay if an accident should happen.*

_____ **Initials of buyer acknowledging Health Warranty**

X. Policy Stipulations

1. Buyer assumes all responsibility for transportation charges (costs) of replacement puppy to their home or to return puppy to the Breeder.
2. Icey Creek assumes no responsibility for the aftercare of cropped ears and any failure of the ears to stand.
3. Dogs are not asked to be returned in cases of Health replacements post a passing well check at 5 days after pickup. Icey Creek reserves the right to have dog examined by veterinarian of choice for a second opinion before the puppy is replaced.
4. 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 corso.
5. If the puppy was kept at an unhealthy weight as determined by the veterinarian during the first 24 months of life, then the health warranty is Null and Void.
6. 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 placed or a replacement is placed.
7. Health warranties do not include TORSION OR BLOAT.
8. BUYER AGREES TO NEVER BREED THIS PUPPY AND AGREES TO RENDER IT INCAPABLE OF REPRODUCTION unless discussed with breeder. Males may not be neutered until after 18 months of age and females may not be spayed until after 12 months or after her first estrus cycle.
9. If Icey Creek determines that the Buyer was unable or refused to follow our advice regarding environmental requirements, including but not limited to proper socialization, training or proper containment for a Cane Corso, this dog will not be replaced and any monies paid to Icey Creek will be forfeited.
10. Cosmetic:
 - a. The Breeder does not guarantee/warranty a certain size, height, weight, or color of this puppy at maturity.
 - b. The Breeder will not replace puppies or contribute to the payment of medical bills due to cosmetic/minor defects such as but not limited to: non-erect ears, missing teeth, incorrect bite, cherry eye, entropion, dermoid, umbilical hernia, tail kinks/curves, undescended testicles, or regrowth of a dew claw.
 - c. If the puppy's ears are not fully standing at the age of 4 months (or after teething), the Breeder suggests the Buyer has the puppy's ears taped up by a licensed veterinary or by the Breeder.

_____ **Initials of buyer understands policy stipulations**

XI. Living Arrangements/Welfare & Reservation of Rights:

1. Buyer shall provide a fenced yard/electric fence (not underground system) or acreage sufficient for safety, unless discussed with breeder. Provide shelter and fresh clean water at all times. **NO DOG MAY BE LEFT ON A TIE OUT OR OUTSIDE DURING EXTREME COLD OR HOT TEMPERATURES.**
2. Buyer agrees that the puppy is to be a house pet only. Extensive time (alone) in outside areas, garage, or tied up outside is detrimental to the puppy. A crate inside the house is not to be used as

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primary containment. Significant health and temperament issues are closely associated with too much crating.

3. The dog will NOT be used as a “junk yard dog” or fighting dog or Shop dog.
4. Buyer agrees to socialize and exercise puppy/dog in amounts appropriate to the age of the puppy/dog. Buyer understands that extensive exercise before the dog is 18 months including jumping in and out of vehicles, excessive stair use, prolonged jogging, play within a multiple dog household and any other activities may cause undue stress to underdeveloped joints.
5. Icey Creek reserves the right to enforce this contract in order to protect the welfare of the dog. The Buyer further expressly agrees that the Breeder may repossess the dog upon any implied 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.
6. Should the breeder need to seek legal action against the Buyer for violation of this agreement, the buyer hereby agrees the he/she/they will 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/dog. Any placement costs, maintenance costs, boarding, medical and associated misc. costs, (such as but not limited to retaining, socialization etc), related to the repossession of this puppy/dog will be the responsibility of the Buyer if the Buyer is in violation of the contract

_____ **Initials of buyer acknowledges the living arrangements information**

XII. First Right of Refusal:

1. If at any time, for any reason, the Buyer is unable, unwilling to continue to care for this dog, then the Buyer agrees to contact the Breeder immediately and inform the Breeder of such an issue. Full legal ownership reverts back to Icey Creek. Buyer agrees to return this dog to the Breeder or their agent. Buyer decides to sell, give away, destroy, or put this dog in a rescue without written permission from Icey Creek, we will bring court action in the state of Tennessee and Buyer agrees they are liable implied or actual to pay a \$5000 penalty of contract damages.
2. The Breeder is under NO obligation to tell Buyer of dog’s new placement or give the Buyer any compensation for any rehoming fees attained by Breeder.
3. In case of the owner’s death or disability, next of kin, if they meet the Breeder’s prerequisites of ownership, may take possession and ownership of said dog.
4. Under no circumstances do we grant gash refunds or compensation.

_____ **Initials of buyer acknowledge the right of refusal**

XIII. Updates and Photographs and Social Media and Non-disparagement:

1. Buyer agrees that Breeder may use any photos and updated 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. We are proud of all our puppies and like to show them off!
2. Buyers are provided a private Social Media forum that can be used for questions. The forum is available to ask questions for any and all training, health, cosmetic, etc. Due to mass amounts of misinformation we request buyers ask all questions relating to health and welfare on our private forum. Public forums are not to be used. If Buyers choose to accept general forum suggestions that put the health warranty and Temperament warranties are null and void. Buyer and Breeder agree NO NEGATIVE COMMENTS WILL BE MADE TO DAMAGE EITHER PARTY.

_____ **Initials of buyer understands updates/social media**

XIV. Notifications:

1. If the Buyer moves from the address stated above, the Buyer shall, within 60 days of the address change, provide the new address and telephone to the Breeder.

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2. If the Breeder moves from the address stated above, the Breeder shall, within 60 days of the address change, provide the new address and telephone to the Buyer.

_____ **Initials of buyer acknowledgement of address change**

XV. Liability and Legal Recourse:

1. Buyer agrees to release and hold harmless the Breeder for any and all liability, damages or injuries caused by either directly or indirectly by the puppy, dog to any person, whether actual or legal or to any property, whether real or personal.
2. Furthermore, Buyer assumes full liability implied or actual for any damages or injuries, whether physical, mental, emotional, or economic caused by the puppy/dog to any person whether real or personal, after receiving and acknowledging delivery and possession of said puppy/dog. Buyer further agrees to indemnify or reimburse Breeder as a result of any costs or expenses incurred by the Breeder as a result of any act of Buyer causing liability damages or injuries as set forth herein.
3. Buyer/Breeder/trainer or affiliates and family co-breeders of both parties agrees to take no public action which is intended or implies to harm either Buyer or Breeders reputation or which would lead to unwanted or unfavorable publicity. This includes social media, blogs, websites, print, etc. If an owner chooses public action health guarantees are no longer valid nor are the rights of owners to replacement puppies. Icey Creek provides a Facebook private page for all owners to ask questions and encourages them to do so. Owners may not post on public/private forums, social media, etc, training or rearing, health and welfare questions specific to their dogs. Buyer will call Breeder or post such questions on Icey Creek page for answers or HIRE A TRAINER. Buyer/Breeder/Trainer or affiliates/family will NOT participate on social media or any online bullying.
4. Buyer and Breeder agree that this agreement will be governed by the laws of the party initiated in the county of the state of the Breeders residence at the time legal action is taken.
5. Digital signatures are allowed if contract is sent via email with initials in all designated areas with a note attesting to contractual agreement.

_____ **Initials of buyer understanding liability and legal recourse**

We the undersigned, have read this contract and had ample time to discuss, have had any questions answered and so understand and free 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 an addendum is attached. We understand there are no cash/credit/paypal or any refunds.

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Buyers Signature

Date

Date



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