

Presamania Kennels LLC

This agreement is between the Seller/Breeder:

Name: Kassidy & Travis Torrez
City: New Braunfels
State/Providence: Texas
Zip Code: 78132
Phone number: (830)312-1370
Email: presamaniakennels@gmail.com

Buyer/Owner:

Name: _____
Address: _____
City: _____
State/Providence: _____
Zip Code: _____
Phone number: _____
Email: _____

For the purpose of setting forth the terms and conditions of the purchase and ownership by the Buyer/Owner of a purebred Perro de Presa Canario. Below is the Buyer/Owner desired puppy information. Seller will pick the puppy based on the information entered.

QUALITY PREFERENCE

Breeding Quality
()

Working Quality
()

Pet Quality
()

Show Quality
()

Sex: _____

Color: _____

Please describe in detail what you are looking for. If working quality, please state desired drive and/or what sport the dog will be competing in. _____

DEPOSIT, PAYMENT OF PURCHASE PRICE, FEES

Buyer has paid a deposit of \$500, with payment of the balance of \$3000 due upon a day before the release of the puppy to Buyer or Transporter. The expected delivery date is _____, or such other date as the parties may mutually agree. Payment of the balance may be made by cash, cashier's check, money order, or PayPal (3% surcharge applies).

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 within 1 day of the agreed delivery date.

In either event, Seller shall be free to sell the Dog to another party.

In the event that the Puppy is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will be transferred to the next litter of puppies. The Buyer also has the option to move their deposit due to life circumstances to another litter for up to a year before the deposit cannot be used anymore.

A boarding fee of \$50 per day will be charged for each day the Puppy is boarded by Seller past the agreed delivery date.

BREEDER/SELLER's GUARANTEES

All pet quality puppies are sold with Limited Registration (Dog/Puppy must be registered in sellers name first and buyers name second) and must be spayed/neutered before the age of 18 months. Each puppy is purebred and registered with the United Kennel Club and could be registered in FCI & AKC (depending on breeding) at owner's will. The puppy's UKC registration application will be sent to the Buyer with the puppy or when received by UKC. Buyer/Owner must sign the contract and send all monies owed before shipment of the puppy.

- a) As of the date of this agreement and shipment, the puppy is in good health and free of communicable diseases. It has been de-wormed, ears cropped, & vaccinated.
- b) The Buyer/Owner may return puppy (in good condition) to Breeder for full refund of \$2000 (deposit is not refundable) for any reason within 72 hours of purchase, providing Buyer agrees to pay all transportation costs to the Breeder's address, if any. After 72 hours the Buyer accepts full responsibility for temperament and physical wellbeing of the purchased puppy.
- c) If this puppy is sold for Breeding or Show purposes, it is guaranteed to be free of any disqualifying faults in conformation listed in the United Kennel Club Perro de Presa Canario breed standard.
- d) The Breeder will actively help with the advice for the life of this puppy/dog. If the puppy mentioned in this contract will pass his/her health tests, display a sound temperament and bred to a similar quality stud, the Breeder will provide help with placing puppies. The Buyer/Owner agrees to raise puppies on his/her premises and maintain their health and excellent socialization practice.

HEALTH GUARANTEE

All our pups are guaranteed against crippling genetic diseases detected within **3 years** of age. The Breeder must be notified immediately and provided with a licensed veterinarian's report. Any claims must be made within this time period and will be verified by the Breeder's own veterinarian. The Breeder needs to have a copy of the x-rays. **PLEASE REQUEST FROM YOUR VET THE X-RAYS IMAGES TO BE SENT TO THE BREEDER.**

Note: Certified OFA/PennHip for Hips & Certified OFA for Elbows is REQUIRED to be able to receive a replacement puppy.

If the purchased dog receives OFA rating less than Fair for hips and Normal elbows, the option of getting another puppy free of charge will be offered. The Buyer will be required to pay all related shipping costs to get a replacement puppy and to return the first puppy back to the Seller/Breeder, if the Buyer does not want the dog anymore. Papers must be sent to the Breeder with correct transfer signatures. The Buyer may keep the first puppy/dog if he/she chooses to do so. A copy of a Spay/Neuter certificate is required before the Seller provides a replacement puppy. **NO CASH REFUNDS GIVEN.**

If the puppy's OFA report comes back with the result of subluxation, the Buyer must repeat the x-rays at a later time at his/her own expense (at least 6 months after date of original x-ray) before determining that the puppy will not pass OFA. No refunds will be given for a report of Panosteitis (growing pains), as proper feeding can control this and the puppy should outgrow it.

Due to the variety and quality of available dog foods, the Breeder requires that ALL the puppies be kept on:

- a. NuVet Labs nutritional supplement, "NuVet Plus Canine" until 2 yrs. of age. This supplement is very important for immune system. This supplement can be ordered from NuVet Labs at 1-800-474-7044 using order code #14134 or <https://www.nuvet.com/14134>, or an equal quality supplement.
- b. A Good Glucosamine Supplement which feeds the cartilage of the joint. We recommend NutriVet Hip/Joint wafers.
- c. Failure to keep your pet on this supplement, or equal quality supplement will render all guarantees **null and void**.
- d. _____ (Please write your initials) **NOTE: please keep the supplement receipts for a proof.**

BUYER/OWNER'S AGREEMENTS

1. The Buyer/Owner agrees that this animal is on a non-breeding agreement until at least 24 months of age, x-rayed and certified clear of hip and elbow dysplasia by the the owners Veterinarian, OFA or PennHip (PennHip is preferred), is of sound temperament, is in good health and free of communicable diseases. If the Buyer/Owner allows the dog to breed before x-rays have been preformed by their Veterinarian, OFA or PennHip, this will nullify all guarantees and the Buyer agrees to pay a penalty to the Breeder in the sum of \$1000.00 per puppy born.
2. The Buyer/Owner agrees that the puppy will reside at the home of the registered Owner, have access to a fenced yard, tie out, or kennel and will be provided with proper housing and exercise.
3. The Buyer/Owner agrees to inform Breeder any time they change phone numbers during ownership of the dog.
4. The Buyer/Owner agrees to use name PresaMania at the end of dog's registered name on every registration certificate. For example: Linda de PresaMania (Linda is the pups call name).
5. The Buyer/Owner agrees to register the puppy with UKC and to send a photocopy of the certificate to the Breeder to qualify for the guarantees on this contract.
6. If for ANY reason the Buyer/Owner can no longer keep the puppy/dog, he/she MUST notify the Breeder immediately. The Buyer/Owner must give the Breeder first rights to the animal before it is allowed to be sold to another individual. The Breeder will take responsibility of the puppy/dog. The Buyer/Owner understands that in such case he/she must return the dog with the signed UKC registration transfer to the Breeder/Seller without receiving any refund. The Buyer/Owner will handle shipping arrangements and expenses, if any. **Under no circumstances may this dog be disposed of or surrendered to a Dog Pound, Humane Society, Animal Shelter, any Rescue Organizations, Pet Store, other Breeders, or to individuals associated with a suspected or proven puppy mill.**
7. The Buyer/Owner in a **Working Contract** agrees to actively train the puppy into adulthood and title it in working sports and/or temperament tests/suitability tests. If said puppy/dog gets an IPO, PSA, Ring Sport, APPDA, or like titles, the SELLER will give the BUYER/OWNER a \$500 credit towards a future puppy or \$200 cash. This can only be utilized one time per dog purchased from the Seller (The cost for the classes and trials is full responsibility of the Buyer/Owner.)
8. The Buyer/Owner agrees to maintain this dog in good health, provide routine preventative health care including, but not limited to, inoculation, internal and external parasites, and - where suggested by a vet - heart worm preventative medication. All expenses regarding the animals including: shipping of the animals, proper care, veterinary fees, housing, or legal liabilities are the responsibility of the Buyer/Owner at whose home the animal will reside.
9. The Buyer/Owner agrees to keep this dog properly nourished (HIGH QUALITY FOOD) and no excessive exercise that may put strain on the dogs joints before 18 months of age. **The dog must be kept lean/healthy & not over weight or the health guarantee is null and void.**

LIMITATION OF THE CONTRACT

1. If the pup/dog is used heavily for agility, open obedience, or any other strenuous activity including road working, quad working or forced jogging by treadmills or the opposite extreme and is restricted to a travel crate for prolonged extended routine periods of time without easy regular exercise resulting in underdeveloped muscle tone prior to being 12 months of age, environmentally induced hip or elbow dysplasia and other joint problems may develop. If these factors are factors in diagnoses, it is left to the breeder's discretion to honor this agreement. The Seller/Breeder may reserve the right for the prompt return of said dog.
2. This Contract applies to the original Buyer/Owner only & not transferable to a second party.
3. This guarantee does not cover common Giardia, Coccidia, or other intestinal parasites that puppies frequently pick up.

If Breeder can document the Buyer/Owner's failure to keep these agreements and so informs Buyer/Owners by certified letter, the buyer shall have 72 hours to reply to the Seller to make arrangements to return the dog. The signed UKC registration transfer will be mailed to the seller at the Buyer/Owners expense within 1 week. If the Buyer/Owner fails to do so, the seller shall have the legal right to repossess the dog and get a signed UKC registration transfer application from the Buyer/Owner without refunding any money. In addition, the Buyer/Owner shall be liable for any expenses incurred in the process of repossession (including attorney's fees and court costs), and veterinary expenses to restore the dog to good health, if necessary. If it is not possible for the buyer to return the dog and UKC registration transfer, the Breeder will recover the greater sum of \$5,000, or the purchase price of the dog, as damages for breach of this contract. The parties to this contract agree to submit to the jurisdiction of the Breeders county for any dispute arising out of this contract.

ADDENDUM TO BREEDERS CONTRACT (NuVet REQUIRED)

“Due to the varying kinds of food and different environmental conditions the puppies come in contact with; and the fact that all puppies have immune systems that take time to mature, the terms of this guarantee will not be honored unless they are given NuVet Plus immune system builder, as directed by the manufacturer, for the entire guarantee period. Failure to do so will render this guarantee null and void except where prohibited by law. We also highly recommend you continue to give your pet NuVet Plus beyond the guarantee period to promote optimal health for a lifetime.”

About NuVet Plus:

NuVet Plus is America’s premier pet immune system support supplement incorporating a precise formula of vitamins, minerals, enzymes, herbs and antioxidants that perform synergistically to bring together all of the vital ingredients required to maintain optimal health. NuVet Plus is made in the USA using natural, human grade ingredients that are formulated in an FDA registered pharmaceutical laboratory.

Veterinarian recommended, NuVet Plus was designed for dogs at every life stage; from supporting your puppy’s maturing immune system to helping to protect against issues later in life including, allergies, itching/ scratching, hot spots, arthritis, digestive issues, tear staining, hair loss and more!

For your convenience, you may order by phone by calling 800-474-7044, using order code **14134** or online at www.nuvet.com/14134. NuVet products are not sold in stores. Customers outside the U.S. must place order by phone only.

Dear Puppy Buyer,

As a dog breeder, animal health is my top priority. That’s why NuVet Plus immune system builder is required as part of your pet’s Health Guarantee.

Hundreds of thousands of dogs and cats are using NuVet to **protect against most ailments** (from back yard pesticides, pet food allergies and hormones, toxic formaldehyde in furniture and carpeting, ailments transmitted from dog parks and the vet’s office, etc), while maintaining a **beautiful skin and coat**.

This is not just a vitamin. It’s an **immune system builder** with a precise balance of vitamins, minerals, omega fatty acids, amino acids and high-potency antioxidants. That’s why it works so well through all three stages of a dog’s life.

✓ **For puppies** - It fills the immunity gap all puppies experience. Shortly after birth maternal antibody effectiveness is greatly reduced. By 8 weeks your puppy’s immune system is at a vulnerable point. Once in their new home, the immune system is weakened by the stress of adoption and exposure to novel bacteria and viruses in their environment. This is also when the vaccine series is started. Vaccines are only effective if the immune system can respond properly. Starting NuVet Plus now is important to helping your puppy grow into a healthy adult.

✓ **For dogs in their prime** - it improves the luster of their skin and coat while protecting against allergies, skin and coat problems, staining from tears, digestive problems, etc.

✓ **For older dogs** - it helps protect against, tumors, premature aging, cataracts, heart conditions, diabetes and many types of cancer, while extending the life and improving the vitality of many dogs.

I highly recommend NuVet Plus to keep your pet on the path to perfect health! It’s not available in stores, and is only available to the general public with an order code from an authorized pet professional.

For your convenience, you may order directly from the manufacturer by **calling 800-474-7044** and using **Order Code: 14134**, or ordering **online** at www.nuvet.com/14134. You can also save an additional 15% and assure you never run out of NuVet by choosing the “AutoShip” option at check out. Customers outside the U.S. must place order by phone only.

To the long life and health of your puppy!

Kassidy & Travis Torrez

PresamaMania Kennels LLC

Both, the Breeder/Seller and the Buyer/Owner have read and agree to the above conditions.

Breeder/Seller’s Signature:	Date:
Buyer/Owner’s Signature:	Date: