



Kennel Contract for a Companion

THIS AGREEMENT made on _____ by and between:

Buyer-

Name: _____

Address: _____

Phone: _____

Email: _____

- AND -

Seller-

Name: Corrine Masell at MnC LLC

Address: 4089 State Highway 2 Lakeside, NE 69351

Phone: 308-562-0494

Email: mnc@mncanecorso.com

UPON PAYMENT of the sum of \$_____ paid by Buyer to Seller (the "Purchase Price") receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog to Buyer once paid in full.

Name of Dog:

Color:

Date of Birth:

Sex: _____

Registration: AKC #

Sire:

Dam:

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

Date & Signature of Buyer: _____

Date & Signature of Seller: _____

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$_____ payment of the balance of \$_____ due to RELEASE OWNERSHIP of the Dog to Buyer. Payment of the balance may be made by GoodDog Pay, cash or PayPal, or Venmo (*some surcharges may apply and is at Buyer's expense*).

Deposit is NON-REFUNDABLE, no exceptions but it can be transferred to any Magical Creature Cane Corso litters. Prices, color, availability and sport performance purpose of puppies vary between litters. Your order to pick is not guaranteed on future litters. We honor the order in which reservations come in.

Buyer is responsible for the cost and liability of transportation and/or picking up their puppy. Seller will accommodate any documentation needed to transport. *Once the puppy has left our care and facilities, this contract has been fulfilled and is now in the Buyer's complete liability.*

****Seller does not match you to a puppy based on color alone and color is not considered the first priority when matching you to your puppy. Seller makes all puppy selections/picks for the owners. If you have a strict color preference, it can and will cause a delay in your reservation. We will not refund or give you a puppy that is not compatible with you just because it is the color you prefer. Solid colors such as black or gray are not as common as gray brindles/black brindles and will greatly reduce the amount of puppy's to place to you. Temperament and personality of the puppy is much more important than the color of the dog. Puppy evaluations are performed between 5-7 weeks of age and at that time the Seller will notify you which puppy you will receive based on the puppy being a compatible personality match to you and/or family. You have up to 72 hours after this to approve, discuss or decline this selection or your puppy will be transferred to another reservation on the waiting list, you will not receive a refund and you will be transferred to the next litter.****

The Cane Corso is listed as a SAME SEX AGGRESSIVE BREED. Into adulthood, your dog can and will be aggressive to other dogs (regardless of size, age or breed) of the same sex. This is an ancient breed with primitive tendencies. Seller is not liable for any training, behavior issues or injuries caused by this dog to other dogs of any circumstances. Seller will not cover same sex aggression or dog aggression under the temperament guarantee at any age or situation. It is the responsibility of the Buyer to research

and cover any training costs should you continue with a Corso puppy that is the same sex as a dog you currently own/socialize with Buyer's dog.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights or possession to the Dog if: (a) Buyer fails to complete the purchase of the Dog for any reason, or (b) Buyer fails to pay the balance of the Purchase Price within 7 days after the puppy turns 8 weeks of age. In either event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, unavailable gender, loss of pregnancy of the dam, or any other circumstance owing to the fault of Seller, Buyer's deposit will be transferred to the next litter of puppies. Reservations are honored in the order in which we received them. We guarantee you a puppy of breeding and show quality in the event you are on a waiting list for full rights. In the event that the dam is not pregnant, did not have enough puppies to fill your reservations or did not have enough show quality puppies, your deposit will be transferred to the next available litter, no refund on your deposit for any circumstance.

A boarding fee of \$10 per day will be charged for each day the Dog is boarded by Seller past the agreed pick up date (8 weeks of age) unless accommodations were made by the Buyer and Seller in advanced. This will be enforced starting January 1st, 2023.

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer. Buyer will pay the \$39.99 registration paid to AKC. "Magical Creature's" is required within the dog's registered name before the desired name as a prefix (Example: Magical Creature's Max). Registration must be filled out at pick up and Seller will notify AKC. AKC registration and name must be completed within 30 days of going home or a registration name will be given. This Dog's registration name must be mutually agreed upon with Corrine Masell. Buyer is NOT allowed to change the agreed upon registration name and must always carry "Magical Creature" in the registered name. *Seller has full authority to enforce this and change it if necessary. Failing to do so will result in a \$500 fine and Buyer will pay the AKC fees to change the name with the correct prefix.*

Seller's Representations and Warranties

3. Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.

In the event of a genetic-life altering-crippling hip dysplasia within 24 months of age, Seller agrees to take the dog back (at Buyer's cost, with veterinarian documentation and **pennhip** certification of a fail) and will give the Buyer a puppy from the next most available litter. Buyer must not over exercise said dog until 18 months of age such as excessive jogging/running, excessive use of stairs, running on tile/hardwood, treadmills and exercise devices or it will void the warranty.

Buyer is aware that the Cane Corso is not a breed designed to be friendly in a dog park situation and Buyer will avoid dog parks/doggie daycare at all ages due to the danger your dog/other dogs are put in. Seller is not liable for any injuries made to your dog or caused by your dog to people or dogs. Buyer is aware that the Cane Corso is a very protective breed and may/will bite an intruder or a person the dog assumes to be an intruder. Buyer is to be a responsible dog and be aware of putting your dog in a safe environment to protect others. Seller is not liable for any injuries to property, people/children and other dogs.

If you neuter/spay earlier than 18 months of age or feed a low quality diet, you will nullify all health guarantees. In paragraph E, it will not cover most of the non-guaranteed, non-genetic typed illness and diseases.

Temperament guarantee is for up to 6 months of age. Aggression to the immediate family (self, spouse and children in the home) will disqualify the dog and Buyer must return the dog for a puppy of the next available litter. Delivery and responsibility of bringing the dog back is at the Buyer's cost. No refunds will be given but honored with a puppy back.

In the event that your dog develops genetic epilepsy within 3 years of age, you must report this from two veterinarians to confirm and we will honor this agreement with a puppy back. Buyer must return the dog to receive a puppy back, or spay/neuter the dog immediately if you choose to keep the original dog as well. We will only replace the original contracted puppy **one** time. At no point in time will the purchase amount be refunded to the Buyer. If you return your puppy for ANY reason, we will offer a puppy replacement if the dog is still under a health/temperament guarantee period. If the dog is out of the guaranteed period and you return the dog, we will NOT offer a dog back. We will never return or replace with monetary value in any situation or circumstance. Your deposit is non-refundable.

If your puppy dies under the sedation/surgery for ear cropping (this is an extremely LOW risk but it is considered a risk) then you will be transferred to another available puppy in the litter or transferred to the next litter. No refunds on the cropping fee/puppy fee as it will be transferred to the next puppy.

(c) This Guarantee does NOT cover cherry eye, parvovirus, entropion, ectropion, intestinal worms/parasites, allergies, undescended testicles, stenotic nares, heart murmur, elongated soft palate, umbilical hernia, dermatitis, demodectic mange and disqualifying non-breed standard colors for companion homes. Cherry eye and Panosteitis (Pano/Growing Pains) are common in the breed and non-hereditary. Both of these consist of a very simple procedure to fix and are not covered by this contract. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper/lack of socialization. Buyer agrees that they have thoroughly researched the Italian Cane Corso Mastiff breed and understand the health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds/reimbursement will be given, even in the event that it was a genetic medical condition). If your dog falls ill/injured with life threatening injuries/illness, you must notify the breeder. If your dog passes away within the health guaranteed period and the cause of death is unknown, you will not receive a dog back. You must perform diagnostic work such as blood work, necropsy, veterinarian documentation, toxicology reports or anything such as, that would have deemed the cause of death owing to the fault of the Seller as a genetic fault.

This guarantee covers only the original Buyer and is not transferable.

(d) Often when a puppy goes to their new home, they undergo some stress. That stress can cause their immune system strength to drop. This allows things such as intestinal worms that lay dormant in their system an opportunity to multiply or to contract them from places such as your yard, travel with a

transporter/Buyer, parks, and from walks around an area. Seller deworms your puppy several times prior to going home but sometimes the worms/diseases use this vulnerable time to multiply/contract to your puppy. Be diligent about regular vet check ups, deworming sessions, fecal tests and vaccinations. Diarrhea is a very common symptom after your puppy goes home due to stress, worms and a change in diet/environment. This is not covered by this contract.

(e) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, **Seller will take the Dog back at any time during the Dog's lifetime.** Seller will not issue a refund or provide another Dog to the Buyer. Buyer must not sell, give away or abandon the dog to a shelter or rescue or any similar business. In the event that the Buyer cannot keep the dog, return to the Seller must happen with no refund or dog back. You must notify the breeder/Seller if you are unable to keep/take care of the Dog. If the Dog is found at a shelter, rescue or another person beside Buyer or Buyer's Spouse, the dog is then in the possession and sole ownership of the Seller and a total cost of \$5000 will be sued by the Seller plus lawyer and court fees.

(f) Buyer _____ ear cropping through MC's veterinarian. This additional cost of \$ _____ has been added into your total for a final payment cost of \$ _____ for your puppy and ear cropping surgery. Payment balance of \$ _____ must be paid in full by 6/7 weeks of age, this will be in addition to your prior deposit fees, should you choose to crop. Should the ears be cropped, they will be to breed standard show length and shape. MC is not liable for this procedure in any way including if the ear does not stand, infections, stitch removal, risk or cause of possible death (see Paragraph 3 pt. B) under sedation, care after the puppy leaves our care and other risks not listed here. Ear cropping is optional for a companion pet contract but we highly recommend it for overall ear health and prevention of ear infections, blood clots and skin tears. If you do not wish to do ear cropping, the cost of your puppy is \$ _____. If ear cropping is not paid for in advance prior to surgery, cropping will not be performed and it will be the Buyer's responsibility to have this surgery completed.

(g) Fitness of Purpose

The Dog was bred as a companion animal, and the Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, show ring performance, breeding purposes, fertility or the lack of ability to carry a litter to full term.

Buyer's Representations

Buyer represents to Seller that:

Buyer purchases LIMITED registration of the dog. You CANNOT breed or show this dog. Buyer must spay/neuter this dog at 18-22 months of age. Seller has a zero tolerance policy for any accidental breedings due to negligence or purposeful breeding. In the event that this dog is bred for any reason, immediate surrender of the dog and puppies must happen back to the Seller and you may be sued in the amount of \$5000 plus lawyer fees and you will lose all rights/ownership of the dog. AKC limited registration is a type of contract by the AKC that does not allow you to produce a registered AKC puppy from this dog. AKC and Seller are putting you under contract to not breed this dog.

- (a) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.
- (b) Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
- (c) Buyer will provide the Dog with nutritious food and necessary veterinary care, including de-worming, heartworm prevention, professional training if necessary and regular vaccinations including rabies.
- (d) Buyer is not acting as an agent for any other person or business in the purchase of the Dog.
- (e) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, animal shelter/rescue or an agent for any such business or facility.

Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and its territories. All claims regarding this transaction will be taken care of within Sheridan County, at the courthouse in Rushville, Nebraska. Any small claims between Buyer and Seller will be handled within Sheridan County, Nebraska. This contract is legally binding even if not notarized.

Entire Agreement

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 Of Buyer or Transporter hired by Buyer

I acknowledge that I have received the Dog into my possession.

Date & Signature of Buyer/Transporter: _____