



SALES CONTRACT FOR PUPPY

THIS AGREEMENT made on December , 2021 by and between:

Buyer

Name:

Address:

Phone:

Email:

- AND -

Seller

Name: Corrine Masell

Address: 4089 State Highway 2 Lakeside, NE 69351

Phone: 308-562-0494

Email: mnc@mncanecorso.com

UPON PAYMENT of the sum of \$5050 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.

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 \$1000 payment of the balance of \$4050 due to **RELEASE OWNERSHIP** of the Dog to Buyer. Payment of the balance may be made by GoodDog Pay, cash or PayPal (some surcharges may apply and is at Buyer's expense).

Deposit is NON-REFUNDABLE but it can be transferred to any MnC 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.

We do not match you to a puppy based on color alone. 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 grey are not as common as grey/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.

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.

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).

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 \$37.99 registration fee to AKC. **"MnC's" is required within the dog's registered name before the desired name (Example: MnC'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 "MnC" in the registered name. Seller has full authority to enforce this and change it if necessary.

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.
- (c) The Dog is in good health and free of communicable diseases at the time of this sale. In the event of a **genetic** hip dysplasia within 24 months of age, Seller agrees to take the dog back (at Buyer's cost and with veterinarian documentation) and will give the Buyer a puppy from the next most available litter. **If you neuter/spay earlier than 18 months of age or feed a grain free/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 pick 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 24 months 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.
- (d) 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. 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 will be given). This guarantee covers only the original Buyer and is not transferable.

- (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 purchases ear cropping through MnC's veterinarian. This additional cost of \$550 has been added into your total for a final payment cost of \$5050 for your puppy and ear cropping surgery. Payment balance of \$550 must be paid in full by 6 weeks of age, this will be in addition to your prior deposit fees. Should the ears be cropped, they will be to breed standard show length and shape. MnC is not liable for this procedure in any way including if the ear does not stand, infections, stitch removal and after care after the puppy leaves our care.**

(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 and/or fertility.

4. Buyer's Representations

Buyer represents to Seller that:

- (a) **Buyer purchases FULL registration of the dog. You will co-own this dog with Corrine Masell. Buyer and Seller can work together to show/work title this dog. Seller is required one 1st pick puppy back from a litter of Seller's choice, sired/birthed by this dog. If you purchase a male, the seller is allowed stud services for \$0 for the lifetime of this dog. Once the dog is show/work titled, health tested for hips/elbows/cardiac/Embark DNA, and Seller has received a puppy back, the dog retires from showing/breeding, co-ownership will be released. You CANNOT breed this dog under the age of 24 months old and the dog must be health tested prior to breeding. This dog is only allowed to be bred to dogs with passing hip scores, sound temperament/mind, and compatible DNA panels. Buyer is responsible for training fees (waived if MnC handles), handling fees (waived if MnC handles), show entry fees, travel fees and medical/food bills. Seller will pay for all fees for the shipping and collection of artificial insemination for breeding purposes and the cost for shipping of the Seller's puppy back. In the event that you are not compliant to this agreement, Seller will renounce the full rights agreement and remove all breeding rights from AKC/ICCF/FCI and will NOT approve any litter registration. You cannot breed this dog to another breed of dog, or a Cane Corso without AKC, ICCF and/or FCI registration. You can only breed this dog to other health tested dogs. In this case, if you neglect, misuse this dog in an unethical breeding situation, or do not want this dog anymore, she must be surrendered or repossessed to or by Corrine Masell because she is part owner.**
- (b) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.
- (c) 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.
- (d) Buyer will provide the Dog with nutritious food and necessary veterinary care, including de-worming, heartworm prevention and regular vaccinations including rabies.

(e) Buyer is not acting as an agent for any other person or business in the purchase of the Dog.

(f) 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