



## SALES CONTRACT FOR PUPPY

THIS AGREEMENT made on March 30, 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](mailto:mnc@mncanecorso.com)

UPON PAYMENT of the sum of \$4000 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:

Breed: Cane Corso      Color:

Date of Birth:      Sex:

Registration #

Sire Name:

Dam Name:

**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 \$500 with payment of the balance of \$3500 due to **RELEASE OWNERSHIP** of the Dog to Buyer. The expected pick up date is unknown in 2021 or such other date as the parties may mutually agree. 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 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.**

**Any litters sired by Star Karuna's Great Helios are \$2500, all other litters are \$2000 per puppy for pet rights. Any litters sired by Star Karuna's Great Helios are \$4000, all other litters are \$3500 per puppy for full rights.**

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 turning 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 delivery date.

## 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 \$34.99 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.

### 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) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
- (d) The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 3 days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer’s sole cost. If the Dog fails the examination, Buyer may return the Dog (at Buyer’s cost), with a written statement from the veterinarian, return the dog for a replacement Dog and if no Dog is available, the Buyer can choose to replace from the next most available litter. Failure by Buyer to have the Dog examined within the 3 day period will nullify this initial warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs, treatment are sole responsibility of the Buyer and this health guarantee will be null and void. 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 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.
- (e) This Guarantee does NOT cover Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, demodetic 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.
- (f) 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. 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.

- (g) **Buyer purchased ear cropping through MnC's veterinarian.** This additional cost of \$600 has been added into your total for a final payment cost of \$4600 for your puppy and ear cropping surgery. **Payment of \$600 must be paid in full before 6 weeks of age to Seller or payment directly to the veterinarian performing the surgery.** 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.

#### **4. 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.

#### **5. 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 for a minimum of three years. Buyer and Seller must work together to show 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, seller is allowed stud services for \$0 for the lifetime of this dog. Once the dog is show titled, health tested for hips/elbows/Embark DNA, and Seller has received a puppy back, releasing the co-ownership will be re-evaluated. You CANNOT breed this dog under the age of two years old and the dog must be health tested prior to breeding. This dog is only allowed to be bred to males with passing hip scores and compatible DNA panels. Buyer is responsible for training fees, 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. 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 will be mandated to return the dog or spay/neuter in the event that you are not compliant to these terms.**
- (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 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.

#### **6. 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.

## **7. 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***

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

Date Signature of Buyer