

RAIN MASTIFFS SALES CONTRACT

PARTIES TO THIS AGREEMENT:

SELLER: Steve Smith
PO Box 8896
Calabasas, CA 91372

phone: 818-451-9570
this1is4unvus1@gmail.com

BUYER: NAME(S) _____

ADDRESS _____

EMAIL _____

PHONE(S) _____

Seller has sold *Buyer* the following described purebred Mastiff dog/bitch, herein referred to as Dog for \$_____ to be paid in full before the Dog leaves the property of the *Seller*. All shipping and travel expenses are to be paid by the *Buyer*.

COMPANION PUPPY _____ SHOW POTENTIAL PUPPY _____ I.D. COLOUR _____

DATE OF BIRTH _____ SEX _____ LITTER # _____

AKC REG # _____ CALL NAME _____

REGISTERED NAME _____

DAM _____

AKC REG # _____ CKC REG # _____

SIRE _____

AKC REG # _____ CKC REG # _____

TATTOO/CHIP _____ COLOR/ MARKINGS _____

DATE DOG LEFT SELLER _____ WEIGHT _____

(check all that apply):

AKC FULL REGISTRATION _____ CKC FULL REGISTRATION _____ CO-OWNERSHIP _____

CKC NON-BREEDING REGISTRATION _____ AKC LIMITED REGISTRATION _____

Seller Guarantee

1. This puppy/Dog is a purebred Mastiff, and shall be registered with the American Kennel Club (AKC); (an individual application is pending and shall be available) at no additional charge to the *Buyer*. *Seller* will provide a "Puppy Care Package" which includes but is not limited to the following: Detailed feeding and exercise guidelines; A five (5) generation pedigree; photos of the Sire and Dam; copies of health clearances (upon request); Mastiff Breed Standard; guidelines on crate training, puppy training and socialization; information on health problems known in the Mastiff breed; list of resources for further information on the Mastiff breed. *Seller* pledges to remain available in the years to come, to honour the guarantee, and to offer guidance and support.
2. *Seller* will provide an accurate health document outlining all vaccinations, worming and veterinary inspections the Dog has received. Dog has been inspected by *Seller's* veterinarian and is deemed to be in good health. *Seller* guarantees the Dog to have a healthy and sound temperament and to be free of any health defect or communicable disease for the period of five(5) days after *Buyer* takes possession. The *Buyer* has five(5) days in which to have the Dog examined by a licensed veterinarian and to personally inspect the Dog. *Buyer* may return the Dog to the *Seller* for a full refund for any reason within this period. *Buyer* agrees to pay all transportation costs.
3. The *Buyer* understands that *Seller* has taken every reasonable precaution to ensure physical soundness and mental stability in this breeding. That all breeding stock has been x-rayed and submitted for evaluation of hips and elbows, as well as tested and screened

for anomalies known to be prevalent in the breed. Notwithstanding of all the precautions taken by the *Seller*, it is possible for the Dog to develop an unforeseen health problem. Should a problem occur, out of respect for the Dog and the *Buyer*, the *Buyer* is NOT required to return the Dog in order to obtain a guarantee. The health guarantee is the same for all Dogs with the difference in pet and show prices resting with the breeding rights and obligations of the *Buyer*, and the subtle qualities/differences in conformation and breed type that will determine the role of the Dog as for pet or show.

4. ***Seller guarantees the Dog to be free of hip/elbow dysplasia under the conditions as follows:*** *Seller* guarantees to replace the Dog or refund the full purchase price (pet or show) if the Dog develops PRA, or crippling hip or elbow dysplasia where it is unfit for a reasonably normal life. The *Seller* reserves the right to have the Dog checked by a veterinarian of *Seller's* choice at *Seller's* expense for the purpose of a second opinion (prior to spay/neuter of Dog in the case of a "show potential" puppy.) Veterinary documentation and proof of sterilization must be obtained before any refund can be made. The *Buyer* is NOT required to return the Dog if *Buyer* is willing to provide the necessary veterinary care to enable the Dog to live out a reasonably comfortable life. If the Dog is suspected to have a mild form of hip or elbow dysplasia, no refund shall be made as long as the Dog is able to live a reasonably normal life with no surgery or prescription medications required. In the case of a "show/breeding potential" Dog, the difference in price from show to pet shall be refunded provided the Dog is proven to have been spayed/neutered. This guarantee does NOT include a degenerative joint disease (DJD) Grade 1 rating of the elbows or any failure to pass any health testing due to injury or environmental conditions. A copy of the veterinary report and any CERF, OVC/OFA or other orthopedic registry documents must accompany claim. Guarantee is limited to the full purchase price of the dog (excluding transportation costs) and no more, regardless of how much money the *Buyer* chooses to spend on veterinary care. Guarantee is in effect until Dog reaches thirty (30) months of age allowing an additional six (6) months for *Buyer* to have the necessary testing and evaluations done.

5. *Seller* has taken every reasonable precaution to ensure that all Dogs will be healthy, sound, and typey representatives of the breed. *Buyer* agrees all pet quality Dogs are sold on CKC Non-Breeding contracts and AKC Limited Registration, and are not to be bred under any circumstances. All pet Dogs must be spayed/neutered with documented proof sent to the *Seller* by the age of eighteen (18) months. The *Buyer* agrees to make a reasonable attempt to train and show the "breeding/show potential" Dog to its CKC or AKC championship. *Buyer* of a "show potential" Dog recognizes that no Dog can be guaranteed a show winner and accepts this limitation upon the guarantee, which is as follows: The *Seller* guarantees a "show potential" Mastiff Dog which has no structural or breed specific disqualifying faults. In the event that the "show/breeding potential" Dog does not pass OFA or OVC hips and elbows (excluding grade 1 DJD); or if the (male) Dog develops monorchidism or cryptorchidism; Or other health defect that precludes said Dog from breeding, and upon presentation of a claim substantiated by a qualified veterinarian's report, CERF evaluation sheet, or OFA/OVC certificate, the *Buyer* may keep the "show potential" Dog as a pet, and upon proof of sterilization, the *Seller* will either refund the net difference down to the established "pet price" OR at the *Seller's* discretion, the Dog may be exchanged with another "show potential" dog, excluding any transportation costs. This guarantee will be null and void if the Dog has been bred or sold or transferred, or if any conditions of this contract are not met.

Buyer Agrees

6. *Buyer* agrees to take this Dog to a licensed veterinarian of his/her choice within five(5) days of purchase. Any medical concerns must immediately be disclosed to *Seller* (see section 2). This Dog must, at all times throughout his/her entire life be provided with love, attention and kindness, positive training, necessary grooming, a fenced yard or secure run, appropriate shelter, quality food and fresh water, regular veterinary care, plenty of socialization, and be welcome in your home as part of your family. The Dog must be an inside pet, have access to a fenced yard, may never be left tied up, or allowed to roam at large, and may never be allowed to ride in the back of an open pick-up truck or similar vehicle unless crated and the crate is secured.

7. *Buyer* agrees to properly socialize the Dog for its ENTIRE development, in the manner of attending puppy classes and obedience classes and/or handling classes, and public outings. Failure to properly socialize a puppy can have dire consequences in its developmental behavior, and as this is beyond the control of the *Seller*, no guarantee can be made to this effect. *Buyer* also agrees to enroll the puppy in an obedience class before the Dog reaches 6 months of age.

8. *Buyer* agrees to feed, vaccinate and maintain this Dog according to the guidelines set forth in the Puppy Care Package that is included with this contract as part of the sale. The Dog will be kept lean, not overfed, and will never be given any supplements unless approved by the *Seller*. *Seller* has provided extensive literature on choosing a dog food in the Puppy Care Package. The Dog will not be allowed to play on stairs or slippery floors, nor do any jumping or rough play with other dogs as a puppy. Disregard for the puppy's welfare during growth will void the health guarantee. *Buyer* agrees to notify *Seller* immediately when a health problem covered under this contract is suspected. *Buyer* agrees to give *Seller* full access to all of the Dog's medical records in the event that the Dog has a health problem. *Seller* reserves the right to have the Dog checked by a veterinarian of *Seller's* choice at *Seller's* expense for the purpose of a second opinion. *Seller* is NOT responsible for death, injury or deformity of the Dog due to accident, illness or any deviation from adequate care normally given a giant breed dog, including obesity.

9. The *Buyer* will keep the Dog in such a manner as to prevent its being teased or abused by any person. *Buyer* understands that *Seller* will REPOSSESS DOG UPON EVIDENCE OF NEGLECT AND/OR ABUSE. *Seller* retains the right to visit or have their agent visit the Dog periodically to check on the Dog's welfare. If the *Buyer* is ever charged or convicted of animal abuse or cruelty by any state, local, federal or provincial agency, AKC or CKC, the *Buyer* forfeits all rights to above named Dog and will immediately remand custody to the *Seller* or their agent. All Registration papers to accompany Dog. *Buyer* will not receive any refund of monies paid to the *Seller*. **Under no circumstances will this Dog be trained as an attack or guard dog.**

10. *Buyer* swears that he/she is not acting as an agent in the purchase of this Dog, and that it will remain solely in his/her custody.

Buyer further swears that he/she is not associated with any pet shop or animal broker. This Dog or any offspring of this Dog shall not be given to, sold to, leased to, traded or consigned to any commercial pet store, any chain store, puppy mill, commercial breeding establishment, agent, nor fund raising raffle, no matter how charitable.

11. **Under no circumstances will this Dog be sold, transferred, bred, neutered (if co-owned), or euthanized without knowledge and consent of Seller.** In the case of a documented medical emergency, the Dog may be euthanized, with documentation recommending euthanasia, signed by the attending veterinarian and submitted within ten (10) days to the Seller. The Buyer hereby agrees that if at any time the Buyer can no longer keep the Dog, the Buyer must contact the Seller and the Seller will have first choice to either: (a) assume legal custody of the Dog including all Registration papers OR (b) assist the Buyer in finding a suitable home for the Dog. If the Buyer has a suitable home already arranged for the Dog, with the Seller's consent the Dog can be placed after the new owner has agreed to and signed a contract similar to the original buyer's that will ensure the continued good care and responsibility under the new ownership. Under no circumstances is the Dog to be transferred to a third party without written consent of the Seller.

12. Buyer will not sell, give, trade, or otherwise transfer the Dog without first giving the Seller **Right of First Refusal**, not to exceed the original sale price. Return price is dependent upon the age and condition of the Dog, as determined by a competent veterinarian and other reliable breeders, for the ability to place the Dog in a new home within thirty (30) days. After that time, a daily kennel fee of \$10.00 per day will be charged against the Dog's purchase price until it is placed or the price reaches zero. If the Buyer cannot afford to pay the return cost of shipping, the Seller will prepay the cost and deduct it from any refund due. If for any reason the Buyer can no longer keep the Dog but is unable to find/communicate with the Seller, Buyer agrees to notify the Stud Owner:

_____ . In the event of the Seller's death or incapacitation, Buyer agrees to relinquish the Dog to an authorized agent of the Canadian Mastiff Club or Mastiff Club of America, Rescue Division, for care and placement of the Dog into a new home. **Under no circumstances will the Dog surrendered to an animal shelter or pound.**

13. In the event that this Dog is placed with a third party, in violation of this contract, instead of being returned to the Seller, the Buyer agrees to reimburse the Seller in full for any and all expenses incurred in retrieval of the Dog, including transportation and costs for solicitation and own client. If the Buyer consists of more than one individual, in the event that there is a division of properties due to a separation and /or divorce, the Dog shall not be held in litigation. Should custody of the Dog ever be in question, or in case of the Buyer's demise, the Seller or their agent has the right to enforce "Right of Possession" and immediately assume legal ownership of the Dog from any person, pound, shelter or boarding facility where the it may be placed; including all related records and Registration papers. In the event the Seller is not able to take possession of the Dog in person, they may designate an agent on their behalf. Upon acquisition of the Dog, Seller shall comply with section 12, with the exception that any monetary reimbursement shall be divided equally between each of the multiple Buyers, minus the Seller's expenses. Buyer agrees that neither he/she nor the Buyer's estate/executors will sell or transfer ownership of this Dog without the Seller's knowledge and consent.

14. **Buyer agrees to notify Seller promptly of any change of address or phone number.** Upon the death of the Dog, at any age, prompt notice and particulars of the death will be given to the Seller. Buyer will from time to time advise Seller of the Dog's progress and will contact the Seller with any problems or questions. Any photos are appreciated.

Breeding Prerequisites

15. If the Dog is sold as a "show or breeding potential" Dog it will not be used for breeding until all of the following requirements have been met: The Dog must be in good health and weight and be free of communicable diseases. The Dog must have been evaluated for the following and obtain a "pass" or better rating on: hips and elbows (excluding grade 1 DJD) using either OVC, OFA or other recognized orthopedic registry; a cardiac exam; a CERF exam; males should also be tested for cystinuria. The Dog has earned either a CKC or AKC championship, or deemed of "breeding quality" by the Seller, and must have a good temperament. At the discretion of the Seller the Non-breeding contract shall then be lifted. This is a legal and binding contract.

16. This Dog may only be bred to registered purebred Mastiffs that have a sound temperament and have passed the same health requirements as a minimum. Any advertisements the Buyer chooses to place involving any dogs owned or bred by the Seller must be complete and accurate, using the correct registered names with proper spelling and complete titles. **Any offspring produced by this Dog must be sold with a written contract stipulating the onus on the breeder to provide proper care to the bitch and her whelps, and to ensure those puppies are properly registered and sold responsibly on a written contract that will secure the puppy(s) welfare and preserve the integrity of the Breed.** Buyer agrees to sign and adhere to a Code Of Ethics for Mastiff Breeders to ensure the proper care of the Dog (bitch) and her puppies and to preserve the integrity of the Mastiff breed and of the Seller.

17. In the case of a show-potential male Dog, Seller reserves the right to use the male for stud on any bitch Seller owns or co-owns. Seller will pay all expenses relating to the use of the Dog at stud. In the case of a show-potential female Dog – Seller reserves the option to one second-pick puppy from one litter, should the female whelp a litter of at least 3 puppies. If item "17" is to be waived;
SIGNATURE OF SELLER:

Seller takes the breeding, raising and placement of Mastiffs very seriously and will pursue any breach of this contract with legal action if necessary. Failure to adhere to these requirements will result in Liquidated Damages awarded to Seller as set forth in this contract. All guarantees will be null and void if the Dog has been bred prior to being tested and evaluated as outlined above.

LIQUIDATED DAMAGES

Seller has endeavored for many years to protect the breed and her dogs from improper ownership and treatment. If *Buyer* breaches *Seller's* right of First Refusal or otherwise improperly surrenders the Mastiff to another party, *Buyer* will pay liquidated damages to the *Seller* of \$1000 plus costs for solicitation and own client. The reputation of the *Seller's* kennel is the result of many years of work and professional experience, and inappropriate breeding of a bitch or dog of her kennel damages the reputation and value of her kennel and of other litters. If the Dog has been sold as pet quality and is to be spayed or neutered, intentional or negligent breeding of such Dog is detrimental to the breed and to the *Seller's* kennel name. Acknowledging the intrinsic value of *Seller's* kennel name and the difficulty of precise damage calculations for breach of contract, *Buyer* agrees to pay *Seller* \$1000 per puppy born as a result of such breeding plus costs for solicitation and own client.

No provision in this contract may be altered or amended without the written approval of both the *Seller* and the *Buyer*.

We, the undersigned have thoroughly read and understand the contents of the entirety of this contract and its provisions herein. We do hereby acknowledge this to be a true and binding contract, and by our signatures below we do hereby agree to abide by all terms, conditions and provisions stated herein.

** _____ ** SEE ATTACHED CO-OWNERSHIP AGREEMENT (if applicable) *Buyer* agrees to sign a CKC or an AKC Co-ownership application and abide by the terms set forth in the attached Co-ownership Agreement.

SIGNATURE OF SELLER _____ DATE _____

SIGNATURE OF SELLER _____ DATE _____

SIGNATURE OF SELLER _____ DATE _____

Witness of Seller signature(s) if both parties are not present at signing _____ DATE _____

SIGNATURE OF BUYER _____ DATE _____

SIGNATURE OF BUYER _____ DATE _____

SIGNATURE OF BUYER _____ DATE _____

Witness of Buyer's signature(s) if both parties are not present at signing _____ DATE _____

Seller(s) _____ and Buyer(s) _____ agree to the terms set above by their initials