

RED CLAY MASTIFFS

Champion Bred English Mastiffs

PURCHASE AGREEMENT



PUPPY CONTRACT

This sales contract is made _____ day of _____, 20____ between Carlos Lopez (BREEDER), and _____ (BUYER). The Breeder agrees to sell for the purchase price of \$ _____, and agrees to deliver to the BUYER a _____, (circle one) Male / Female : Mastiff puppy of _____ color born on _____ day of _____, 20____, AKC Registration #: _____ Avid Microchip Number #: _____, Sire: _____ of _____ (AKC Reg No. _____) Dam _____ of _____ (AKC Reg No. _____), and certifies that said Mastiff is of sound body and good health to the best of the Breeder's knowledge. AKC registration, record of medical history, vWD test results, CERF examine sheet and Microchip ID number, will be delivered to the buyer upon fulfillment of the following conditions listed in this purchase agreement.

Shipping costs are the responsibility of the BUYER. The BUYER agrees to pay the full balance of the puppy along with the shipping cost and take receipt of their puppy by the age of ten weeks old. If the BUYER fails to meet these conditions the BREEDER has the right to sell the puppy to another buyer.

TERMS & CONDITIONS

The Buyer agrees that the Breeder's kennel prefix, as shown "RedClays" will appear at the beginning of the Mastiff's registered name on the AKC registration certificate. The Buyer agrees to the Breeder submitting the AKC registration papers to AKC, registering the microchip in the Buyer's name with AVID®, submitting the CERF examination sheet to Purdue University as well as submitting urine to the UPENN to test for Cystinuria. The Buyer agrees to send the Breeder a copy of the AKC registration, CERF certificate and Microchip registration certificate within 10 days of receipt.

The Buyer agrees to keep this Mastiff as a household pet, never to be chained outside, tied to a stake or trained as a guard or attack dog. Care is to be taken when the Mastiff is on slippery surfaces or on or near stairs. Also, the Mastiff's weight is to be supervised until he/she is full grown. **Buyer also agrees to enroll this Mastiff in a dog obedience class.**

If the Buyer is ever charged or convicted of animal abuse or cruelty by any state, local or federal agency, or the AKC, or is convicted of violating any AKC rule or regulation, the Buyer forfeits all rights to this Mastiff and will immediately remand custody of this Mastiff to the Breeder along with the Mastiff's AKC papers. Buyer will not receive any refund of monies paid to the Breeder.

The Breeder warrants that this Mastiff is in excellent health and free of any communicable diseases as far as it appears to the eye. Buyer is required to take the Mastiff to a veterinarian of their choice within one week of the purchase date for a health check-up. If the veterinarian finds the Mastiff not to be healthy or sound, a detailed statement from the veterinarian must be supplied to the Breeder. The Buyer will then be entitled to a full refund with the return of the Mastiff. The Breeder will send the AKC registration papers to AKC after the veterinary exam and acceptance of the Mastiff unless other arrangements were made.

FOR PET QUALITY PUPPIES SOLD ONLY: The Buyer agrees to have the Mastiff neutered/spayed by the age of 24 months. Under no circumstances is this Mastiff to be bred or used for breeding purposes. The American Kennel Club registration for this Mastiff is limited and states that no offspring are to be registered. The Buyer agrees to send a copy of the veterinarian's bill or statement providing proof of spaying/neutering within ten days of when the surgery was performed. Should the Buyer decide that they would like to show or breed the Mastiff prior to neutering/spaying, the Breeder may, at Breeder's discretion, allow the Buyer to sign a Show Contract, pay the difference between pet and show price of \$500.00, and pay for the cost of transferring the limited registration paper to a full registration. No transfers will be made until the Mastiff is evaluated by the Breeder or Breeder's agent as a show potential Mastiff. If the said puppy is qualified as a show potential or breeding potential then the BUYER must adhere to the SHOW POTENTIAL sections listed in this purchase agreement.

FOR MALE SHOW POTENTIAL PUPPIES SOLD ONLY: The Buyer agrees that this Mastiff will not be bred unless all genetic screening tests are completed and the Mastiff has passed and the Mastiff is a good representative of the breed, and the mate chosen also meets this criterion. The Mastiff shall not be bred to more than two (2) bitches per month and may not be bred until 18 months of age and all health test (OFA Hips & Elbows, CERF, Thyroid, Patella and Heart examination) are cleared and passed and registered with the OFA. The said dog must have a brucellosis test prior to all and any breeding with a passing result. The Buyer agrees to give the Breeder stud rights to any bitch owned or co-owned by the breeder at no charge. Breeder agrees to pay all expenses for collection of semen, semen transportation and or other expenses occurred for such a breeding. The Buyer agrees that no puppies from any litter resulting from any breeding of this puppy will be transferred or sold to any person, pet shop, dealer, or organization whose intent is to resell, trade, give away, or to use it in any type of laboratory experiments. The Buyer agrees the Mastiff will never be bred to any other breed or crossbreed of dog, domestic or wild, and will only be bred to a registered Mastiff that has passed the testing as outlined in this purchase agreement.

FOR FEMALE SHOW POTENTIAL PUPPIES SOLD ONLY: The Buyer agrees that this Mastiff will not be bred unless all genetic screening tests are completed and clear, and the Mastiff is a good representative of the breed, and the mate chosen also meets this criterion. Prior to breeding a brucellosis test must be conducted and pass. The Buyer also agrees not to breed said bitch until the age of 24 months and all health test (OFA Hips & Elbows, CERF, Thyroid, Patella and Heart examination) are cleared and passed and registered with the OFA. The Buyer agrees that no puppies from any litter resulting from any breeding of this puppy will be transferred or sold to any person, pet shop, dealer, or organization whose intent is to resell, trade, give away, or to use it in any type of laboratory experiments. The Buyer agrees the Mastiff will never be bred to any other breed or crossbreed of dog, domestic or wild, and will only be bred to a registered Mastiff that has passed the testing as outlined in this purchase agreement.

The Buyer agrees that should it become necessary to find a new home for the Mastiff, the Buyer must contact the Breeder for assistance in placement or resale. The Buyer understands that the Mastiff cannot be resold, given away, destroyed, or in any other way placed into a new home without concurrence with the Breeder. The Breeder will have first option to buy back the Mastiff at the original purchase price. The Breeder will exercise this option, concur with re-homing based on the Buyer's suggestion, or take the Mastiff back for re-homing. Under this last condition, AKC papers are to be signed over to the Breeder and disposition of the Mastiff will be at the Breeder's discretion. If the Mastiff is resold, all monies realized from the sale will be forwarded to the Buyer less nominal care of \$15.00 a day after 30 days and any vet expenses incurred. It should be noted that most are "placed" into second homes, not sold. The Buyer agrees to be responsible for any veterinary expenses incurred by the Breeder to properly condition the Mastiff for placement. In the event that the Mastiff is placed with a third party without Breeder's consent, instead of being returned to the Breeder, the principle Buyer does hereby acknowledge and agree to reimburse the Breeder in full for any and all expenses in retrieval of the Mastiff, including transportation and any and all reasonable attorney fees plus monies allowed by the courts. In the event that the Buyer can no longer keep the Mastiff, and the Breeder is dead, incapacitated, or otherwise unavailable, the Buyer agrees to relinquish the Mastiff to an authorized agent of the Mastiff Club Of America, Rescue Division, or Rescue Foundation, Inc. for care and placement of the Mastiff into a new home.

The Buyer agrees to notify the Breeder of any and all changes of address and phone number. It is the Breeder's wish to remain in close contact with the Buyer and to have updates on the Mastiff's progress as often as possible. The Buyer is encouraged to call the Breeder with any problems or questions that they may have in raising their Mastiff.

REGISTRATION

FULL REGISTRATION: This puppy is purchased with full AKC registration and showing rights. *The BUYER agrees to register this puppy with RedClay's name as the pre-fix*

LIMITED REGISTRATION: This puppy is purchased as a pet and may not be bred (intentionally or unintentionally). You agree to spay or neuter this puppy (at the buyer's expense) before the age of 24 months and mail the Breeder a veterinarian certificate stating that the surgery has been performed. (Paperwork is withheld until this condition is met.) *The BUYER agrees to register this puppy with RedClay's name as the pre-fix*

LIMITED REGISTRATION (special): This puppy is purchased as a pet, but meets the criteria to be fully registered at a later date. Registration papers will be held upon receipt of proof of spay/neuter of your puppy. The Breeder may, at Breeder's discretion, allow the Buyer to sign a Show Contract, pay the difference between pet and show price of \$500.00, and pay for the cost of transferring the limited registration paper to a full registration.

**** The Breeder has the right to acquire free stud service from any show quality dog sold, In doing so the Breeder will pay for any vet and shipping bills acquired during the collection of said semen.****

The BREEDER guarantees that the Mastiff can register with the AKC. The BUYER agrees to register this puppy with RedClays name as the pre-fix. Both the BUYER and BREEDER acknowledge that no representations, verbal or implied, have been made in regard to said Mastiff's future abilities

HEALTH GUARANTEE

The Breeder has made every effort to reduce the risk of genetic health problems. The Breeder guarantees the Mastiff against any hereditary or genetic defect for 26 months. Should a defect be found, Buyer shall provide the Breeder with a veterinarian's certificate stating defect, x-rays and a full up to date medical history. The Breeder reserves the right to have a veterinarian of their choice give a second opinion at Breeder's expense. Should the results be the same, the Buyer is:

- A.) Entitled a replacement Mastiff of equal value with return of this Mastiff, or
- B.) Keep this Mastiff and submit to the Breeder proof of spay/neuter surgery and may purchase another _____ Mastiff at a reduced price.
- C.) If this Mastiff must be euthanized, the Breeder must give a written letter of agreement to the Buyer to euthanize this Mastiff then the Buyer shall provide the Breeder with a letter stating that the Mastiff has been euthanized and then the Breeder will replace the Mastiff. **(Note: All guarantees will be null and void if the Mastiff has been bred.**

Cash refunds for the purchase price of the puppy are only given within 2 weeks of the purchase date. Cash refunds are only given if a licensed veterinarian finds a severe health problem that was present before you took possession of the puppy. We (the Breeder) may require a second opinion by a veterinarian of our choice Cash refunds are only given if the puppy is returned to us; the BUYER will incur all shipping costs. If you decide to keep the puppy and have it treated the Breeder will allow the BUYER to purchase a future puppy at a reduced cost. The Breeder is not responsible for any veterinary bills that you incur.

This health guarantee is only valid if all the following conditions are met

- 1. The puppy has been registered with the AKC and REDCLAYS prefix name appears on the registration.
- 2. The puppy remains current on all vaccinations and de-wormings, including all puppy shots recommended by the licensed veterinarian.
- 3. All other conditions within this agreement are met by the BUYER.

The puppy must be returned with the registration papers. If the puppy is to be replaced a replacement of equal or greater value will be given to the BUYER as soon as one becomes available. All shipping costs are the BUYER'S responsibilities. This guarantee cannot be transferred.

In order to guarantee the Mastiffs health as well as provide the BREEDER, littermate owners and the Mastiff breed in general with data necessary to continue to produce healthy, sound animals, the BUYER agrees to conduct the following tests, returning the results to the BREEDER upon completion of each.

(1) Permanent OFA hip /elbow x-ray are to be taken when the Mastiff is 24-26 months of age. **(2)** Annual CERF examination, one exam to be completed at or after 2 years of age. **(3)** The BREEDER also strongly encourages the BUYER to have both patella and heart examination done and a full thyroid test (done by MSU) submitted to the OFA for certification. *(Note:)* If the Breeder is planning on breeding this said puppy them item **(3)** patella, heart examination and a full thyroid test must be conducted prior to breeding.

The BUYER agrees that this Mastiff will not be bred unless all genetic screening tests stated in this contract are completed and clear.

The BUYER understands that the Mastiff is a large breed and that the BREEDER will require the BUYER to properly socialize and train the puppy.

Secondary Agreement Yes No . If Yes please see additional contract terms on attached document labeled, "Additional Terms".

This agreement represents the entire agreement between the BUYER and BREEDER. No other agreements or promises, verbal or implied are included unless specifically stated in this written agreement. If the conditions of this contract are not adhered to, the Breeder has the right, and the Buyer fully agrees, to the repossession of the Mastiff at any time. It is understood that these conditions are set forth for the welfare and protection of the Mastiff and the Mastiff breed involved, as well as for the two parties, Buyer and Breeder. Failure on the part of the BUYER to comply with this contract will render the BUYER liable to the BREEDER for cost thereof, including reasonable attorney fees and expenses, plus \$5000.00 in liquidated damages for damages to the BREEDERS kennel name, reputation, time, trouble and mental duress.

Signed: **BREEDER**

Signed: **BUYER**

CARLOS LOPEZ (RedClay Mastiffs - Breeder)

(Print Name)

(Print Name)

(Buyer Signature)

(Date)

(Buyers Signature)

(Date)

REDCLAY MASTIFFS

(Street Address)

(Street Address)

(City/State)

(Zip) **44001**

(City/State)

(Zip)

440.396.7474

(Phone No.)

(Phone No.)

Purchase Information

Date Deposit Received:

Amount:

Balance:

Additional Payments Rcvd

Date of Final Payment:

Amount:

Method of Payment:

Method of Shipping:

Puppy's Description and Marks:

Released Date: