

Royal Oak Mastiffs Pet Contract
PURCHASE AND SALES AGREEMENT

The following agreement is between **Michael Orr**, of Royal Oak Mastiffs, hereafter referred to as "Breeder"

and _____),
hereafter referred to as "Buyer" for the sale and purchase of one purebred dog of the Mastiff breed.

No verbal agreements will be entered into.

Mastiff Puppy, Registration# (if available) _____.

Color: _____ Sex _____

Whelped on: _____

Sire : _____ **AKC#** _____

Dam : _____ **AKC#** _____

A. PURCHASE PRICE

Purchase price of \$ _____ paid by the Buyer to the Breeder.

A non-refundable deposit of \$500 has been made on (date) _____ and the mastiff will be

held until (date) _____. At that time the balance of the purchase price of

\$_____ must be paid in full or the deposit is forfeited.

Note*** Final payment must be made with cash or money order.

No checks, no exceptions.

B. TRANSPORTATION COSTS

All transportation costs will be paid by the buyer, and must be prepaid before the mastiff is shipped. Transportation costs include shipping crate, airport delivery charge, and any other expenses involved in the shipping of the mastiff.

It is agreed by both parties that:

A. USE OF DOG

It is agreed between Breeder and Buyer that this dog is being acquired as a family companion dog or for a working dog to be used for tasks appropriate to its breed such as therapy dog or for exhibition in AKC conformation, obedience, or agility competition. Buyer agrees that the dog/bitch will never be used or trained for activities which are illegal or it will not be used as a guard or attack dog or to hunt or fight other animals.

The Buyer agrees that he/she will not sell, transfer ownership or possession of the mastiff or any of his/her progeny to any person or organization whose intent it is to resell (pet store), trade, or give away the dog, or use it in any experiments, laboratory or otherwise or to use it as breeding stock for a puppy mill.

B. HEALTH AND GUARANTEE

The Breeder warrants the mastiff to be in excellent health, including vaccinations at 6 weeks of age and has been dewormed on a regular basis. The breeders' veterinarian has made a final health check and a current health certificate is included in your new puppy packet. It is recommended that additional vaccinations be given at your vet's discretion, including annual booster immunizations.

It is recommended by the Breeder that the Buyer take the mastiff to a Veterinarian of his/her choice within three days from the date of delivery of the mastiff. If, within those three days, a veterinarian finds the mastiff to be unhealthy, or possessing a serious genetic defect, a statement in writing must be provided to the Breeder by that veterinarian documenting said condition for Breeders' veterinarian to review. Upon confirmation from Breeders' vet of said condition, Buyer may return the mastiff, registration and all of his/her effects to the Breeder and receive a full, immediate refund of the purchase price. All transportation costs involved are the responsibility of the Buyer.

This mastiff is guaranteed against bi/lateral severe genetic hip dysplasia through the age of 24 months. If a mastiff is thought to have a genetic defect, hip X-rays must be taken per The Orthopedic Foundation for Animals (OFA) recommendations and submitted to OFA. Mastiff must be micro-chipped and DNA'ed. Copies of OFA findings must be submitted to the breeder. Defects must be proven to be genetic and not caused by environmental factors or mishandling by the buyer. If severe hip dysplasia is observed, the buyer must show proof that mastiff is spayed or neutered and may obtain a replacement mastiff, when available, from breeder at 50% off of the original selling price, or at the breeder's discretion, upon return of the above named dog/bitch, the seller will replace the dog/bitch with another dog/bitch. Buyer is responsible for transportation costs from breeder on the replacement mastiff.

C. REGISTRATION

The Breeder certifies that the Mastiff can be registered under the Regulations of the American Kennel Club as a purebred Mastiff and will provide the proper forms for transfer of ownership as specified in the contract.

D BUYERS RESPONSIBILITIES

The Buyer agrees to maintain the dog in a humane environment and properly train and care for it. It is the Buyer's responsibility to prevent illness and injury with proper veterinary care, vaccinations, proper nutrition, fresh water, shelter, training and supervision. The dog will not be allowed to roam and will be socialized and obedience trained appropriately.

The Buyer agrees that this mastiff will not be raised on slippery surfaces, not be allowed to bound up and down stairs, rough-house with larger dogs, jump down from heights or out of cars, etc, as this type of activity will contribute to the breakdown of joints, growing bones, dislocation of shoulders, hips and damaged elbows.

The Buyer further agrees that the mastiff's weight will be under strict supervision until the dog reaches his/her second birthday. Any excess weight contributes to structural breakdown of the dog. Buyer also agrees nothing will be given to the dog that would encourage rapid growth including steroids, nutritional supplements, and anything that promotes rapid weight gain.
(Glucosamine/Chondroitin sulfate supplements and Vitamin C excluded)

The puppy buyer agrees that all disagreements arising from the breeding will be handled in a private, confidential manner. At no time will any statements about the breeding, stud dog, or puppies resulting from the breeding be posted or sent to any public or private Internet sites, including but not limited to Facebook, Myspace, Mastiff Forum, Messages Boards without the written consent of the breeder.

E. Pet Mastiff

- i. Buyer agrees to submit to the Breeder, a document signed by the veterinarian, specifying that the spay/neuter process has been accomplished, at which time, the Breeder will provide the AKC Registration papers for the above described canine. Until proof of sterilization has been received by the Breeder, the American Kennel Club application to individually register this dog will be held in file, along with copy of this agreement.
- ii. The Buyer agrees that at no time is the Mastiff to be registered with any other canine registration service other than the American Kennel Club or the Canadian Kennel Club. Violation of this part of the contract shall void any/all warranties and invoke legal action.
- iii. In the case of a breeding, accidental or planned with the above described dog/bitch, the Breeder has the right to take the dog/bitch back with all AKC papers signed over to Breeder, along with all of the puppies, with no monies forthcoming. The Breeder will have full ownership of the dog/bitch and puppies from that time on. All expenses with the confiscation of dog/bitch and puppies will be the responsibility of the Buyer.
- iv. Since violations of this sales agreement may be detrimental to the reputation and value of the Breeder's dogs and kennel name, Buyer agrees that any such violation entitle Breeder to any ensuing Attorneys fees, court costs, and any other expenses involved in enforcement of this contract. This contract shall be deemed enforced if any suit is filed by Breeder in Sarasota County, Florida. The Buyer agrees that if any provision of this contract is found to be unenforceable, then that provision shall be severed and the remaining provisions of this contract shall have full force and effect.
- v. No provision in this contract may be altered or amended without written approval of both the Breeder and the Buyer. Purchaser understands that these terms are common in the sale of purebred dogs. Breeder and Buyer agree that all terms and conditions governing this contract are provided for herein, and that there are no separate oral agreements which shall effect the terms of this contract.

F. RECOVERY.

If for any reason, the buyer can no longer keep custody of the above bitch/dog, ownership will revert back to the Breeder at no cost. The buyer will also provide and sign the transfer of all AKC papers back to the breeder. If the Breeder is unable to take possession of the mastiff, the Breeder will assist in the placement to a new home.

G. LIMITATIONS OF CONTRACT

This contract applies to the original mastiff only and is non-transferable to a second party. Anything else not stated or covered in this contract may only be made with the seller/breeders written consent.

H. UNDERSTANDING THE TERMS OF THE CONTRACT

Buyer agrees that he/she has read and understands the terms and conditions of this contract fully. This contract is under the jurisdiction of the state of Florida, in the county of Sarasota. It is agreed place of venue shall be in Sarasota County, Florida. Any breach or violation of this contract could be detrimental to the name, reputation and value of the breeder's dogs and kennel name. The buyer agrees that any such violation entitles the breeder to payment on demand, of an amount to five (5) times the original purchase price of the mastiff. The buyer shall also be responsible for all expense incurred to enforce the contract including but not limited to attorneys fees, court cost, any and all expenses. All other states and counties are asked to please accept this contract as legally binding and enforceable.

By signing, all parties agree to all clauses of this contract.

BREEDER: _____ **DATE** _____

Michael Orr
6233 Taneytown St
North Port, FL 34291
941-875-4198

BUYER: _____ **Date** _____

Print: _____

BUYER: (Co-owner) _____ **Date:** _____

Print: _____

ADDRESS: _____

CITY, STATE, ZIP : _____

PHONE: _____

Email Address _____