

Lakeside Mastiffs of Minnesota

Deb Wuetherich

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Gaylord, MN 55334

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SALES CONTRACT AND PURCHASE AGREEMENT

Purchaser Name & Address _____

Contact Info/Phone _____

Purchase Price \$ _____

Deposit \$ _____

Balance Due \$ _____ () Cash () Check () Money Order

Identification of Puppy

Dam _____

Sire _____

AKC Litter Number _____

Microchip Number _____

Date of Birth _____ *Sex* _____ *Color* _____

Registration () Limited-Companion Spay/Neuter Required () Full Registration Show/Breed

Terms and Conditions

Warranties: Lakeside Mastiffs of Minnesota (Deb and Kerry Wuetherich, also known as the **BREEDER**) guarantee above mentioned puppy to be healthy and physically sound at the time of sale. The Buyer(s) agree to have said puppy examined by a veterinarian of their choice within 3 business days of the date of sale or agreed upon date of Lakeside Mastiffs of Minnesota. Specifically not later than _____ .In the event the qualified canine veterinarian finds the puppy to be in good health, the seller's warranty of good health shall expire and become void. If the puppy is not found to be in good health at this time, the puppy and his/her AKC papers, along with a signed statement from the veterinarian shall **immediately** be returned for a full refund. Should the buyer choose to forego the health check within the allotted time, Lakeside Mastiffs of Minnesota (Deb and Kerry Wuetherich) shall be relieved of any and all responsibility for the puppy's general health. Any transportation charges are the responsibility of the buyer.

Breeders have done everything possible to produce healthy, sound puppies both by breeding dogs that are certified free of breed specific health issues and providing best pre-natal care and providing the puppies with the best possible attention to diet, exercise, socialization and veterinary care while they are in the Breeder's possession.

There are many factors that can influence future growth and development, including but not limited to diet, exercise, weight gain, conditioning, etc. It is the purchaser's responsibility to follow through with the appropriate vaccinations, exercise and feeding throughout the dogs life, with special attention to these variables during normal growth periods as the dog matures. As such, breeder make no other guarantees or warranties, express or implied.

Trial Period

Sellers will provide buyers with a full refund of the purchase price of the puppy, less the non refundable deposit of \$500.00 up to the fifth day after the purchase date of the puppy. The puppy must be returned in the condition it was obtained, passing a health clearance for a refund. If buyer should choose to return the puppy on or before the fifth day of the sale, the buyer is responsible for travel costs to return the puppy.

Care Of The Mastiff Puppy

1. The purchaser shall properly care for, feed, and provide adequate medical and personal attention for the dog at all times. The term "properly care for" shall mean keeping the dog indoors as a house pet, food of good quality in adequate amounts, appropriate

water and shelter at all times, containment in a fenced yard when outside or supervision when a fenced yard is not prudent, and maintenance of vaccines, fecal checks and any required routine or emergency veterinarian care.

- 2. It is agreed that the dog will not be chained up, tied up or staked out unsupervised as a method of confining.*
- 3. It is agreed that the dog is to be maintained with care and affection as a house pet. The dog will not be attack and/or guard trained and will not be used for fighting.*
- 4. It is agreed that the dog will not be allowed to ride in the back of a pick-up truck unless in a crate or protected by a canopy.*
- 5. The Purchaser agrees to register the dog with the American Kennel Club and to license the dog with county and/or city and to abide by all animal control regulations within their area.*
- 6. Purchaser understands that due to the characteristics of the breed, PROPER SOCIALIZATION AND TRAINING OF MASTIFFS IS VITAL to safe, happy and successful ownership and thus agrees to enroll the dog in "puppy kindergarten" classes and successfully complete the course. It is recommended to enroll in additional obedience courses before one year of age.*
- 7. To help safeguard the health of the dog and of the Mastiff breed, if the dog is sold on full registration, the dog must complete health testing as required of breeder prior to breeding. Tests required are OFA hip and elbow x-rays after the age of two years, cardiac after the age of 12 months, patella check for OFA, Cystinuria test after 18 months, thyroid, eye CERF, DNA test for PRA, CMR and DM. Puppy is not allowed to be used for breeding without its championship title unless approved by breeder.*
- 8. Purchaser agrees to promptly notify breeder of any serious health condition and/or health worry that arises. Breeder is available at all times to purchaser for questions/discussions about health and medical care of the dog. Purchaser further agrees to authorize their vet(s) to talk to Breeder and /or vet of Breeder's choice for consultation, second opinion and/pr additional examination and/or treatment.*
- 9. Any serious breach or violation of this section shall give the Breeder the right to specifically enforce such provisions in any court, and/or Breeder is entitled to retake possession and ownership of the dog and is entitled to all reasonable expenses to restore dog to good health and any and all court costs and attorney fees that might be incurred. In the event of a breach of contract, all disputes will be settled in Sibley County in Gaylord, Minnesota.*

Terminating Ownership

In the event the Purchaser desires to sell, transfer, or otherwise dispose of the dog, the Purchaser grants unto the Breeder the Right of First Refusal to take possession of the dog. Any transfer of the dog back to the Breeder shall be accompanied with the

appropriate AKC registration papers, properly endorsed for transfer by the Purchaser to the Breeder at the time of delivery of the dog. No cash refunds will be given. **UNDER NO CIRCUMSTANCES** shall said dog be taken to an animal shelter or released to a rescue group. It is understood that if the dog is returned for any reason after the trial period, no cash refunds will be given. The owners may relocate the dog directly with the approval and assistance of the breeder.

Miscellaneous Terms and Agreements

1. Communication between parties benefits both parties and the dog. Purchaser agrees to remain in reasonable communication with the Breeder. Purchaser agrees to notify Breeder of any new addresses, telephone numbers and/or e-mail addresses for Purchaser throughout the time which the dog is in the Purchasers care and/or possession.
2. Dogs that are not purchased as show/breed potential may not be bred and must be neutered or spayed. Neutering/spaying should be done after the age of 18 months. Purchaser understands that the timing may permit a female to come into season and agrees to keep intact bitches absolutely secure and protected from accidental breeding until it is medically safe to spay such bitch. If a breach of contract occurs with regard to breeding dogs/bitches purchased on limited registration, Purchaser agrees to pay liquidated damages, in the sum of \$1200 to Breeder for each puppy sired or whelped by Purchaser's dog when on limited registration.

The buyer (s) agrees with the conditions said herein. By our signatures below, we agree to uphold this contract in its entirety.

Breeder

Date

Purchaser

Date

Purchaser

Date

