

# OSO BODACIOUS MASTIFFS

201 Willow Dr.  
Enterprise, AL 36330  
Home Phone: (334) 347-1970  
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## **PURCHASE AGREEMENT - PET PUPPY**

Agreement is entered into between Terri Perkins, of Oso Bodacious Mastiffs, at the above address, hereafter known as "Breeder" and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Home Phone: xxx-xxx-xxxx, Cell Phone: xxx-xxx-xxxx, hereafter known as "Buyer" for the sale and purchase of one (1) pet Mastiff puppy as described below:

Date of Whelp: xx \_\_\_\_\_ 20xx

AKC Litter #: \_\_\_\_\_

Sex: \_\_\_\_\_

Color: Fawn w/Black Mask

Registered Name (or collar color): \_\_\_\_\_

from the breeding of:

DAM: Am GCH/Int'l CH Lamars Oso Bodacious Qt Bear Is Juuust Right (Gnarly)

AKC Reg. #: WS38647503

SIRE: CH Badger Mtn Orpheus (Orpheus) AKC Reg. #: WS22227301

Buyer agrees to pay Breeder a total of \$2500.00 for one (1) pet puppy. No deposit has been taken for this puppy. Full payment is due and payable when Buyer takes possession of the puppy. All transportation costs involved with delivery or pickup of the puppy will be paid for by Buyer.

Pet puppies will be sold on limited registration. If not available at the time of purchase, AKC registration papers shall be forwarded to Buyer as soon as they become available. Pet puppies sold on limited registration may be upgraded to full registration should the Buyer decide at a later date they wish to pursue showing their puppy. Upgrade to full registration will be at the Breeders discretion based on conformation, health, and temperament of the puppy at the time of the request. If upgraded to full registration, Buyer must sign, and agree to all stipulations set forth in, the purchase agreement for show potential puppies.

## **HEALTH GUARANTEE**

Breeder guarantees the puppy to be in good health and free from parasites at the time of purchase. In the case of a male puppy, Breeder also guarantees that there are two (2) descended testicles present.

Buyer agrees to have the puppy examined by a veterinarian within five (5) working days of taking possession of the puppy. If Buyer's veterinarian finds that the puppy is unhealthy, unsound, or possesses a congenital defect, Buyer may return the puppy to Breeder immediately (within three (3) days) with a certificate from the veterinarian stating the condition. Breeder reserves the right to confirm stated condition by taking the puppy to a veterinarian of Breeder's choosing, expenses to be paid for by Breeder. Upon confirmation of stated condition, the puppy will be titled back to Breeder and Breeder will refund the full purchase price of the puppy, or Buyer may choose a puppy of equal quality from the remaining litter. All transportation costs will be paid for by Buyer.

If the veterinarian chosen by Breeder finds nothing to confirm the stated condition, Buyer may still return the puppy to Breeder, but will receive no compensations. All moneys paid to Breeder will be forfeited and the puppy will be titled back to Breeder. If Buyer chooses to keep the puppy, Breeder will not be responsible for any veterinary costs incurred.

Buyer is hereby granted a guarantee against serious congenital or proven genetic defects until the dog reaches twenty-four (24) months of age. Should the puppy develop any condition before the second birthday, Buyer must provide a veterinarian's certificate, x-rays, and full medical history to a veterinarian of Breeder's choosing. Breeder reserves the right to have the puppy re-evaluated and/or have diagnostic testing done, expenses to be paid for by Buyer.

If it is conclusive that the congenital or genetic defect is in fact a hereditary condition that was not contributed to through Buyer's care and/or environment, and that this condition could not have been avoided, Buyer is entitled to:

1. Keep the puppy. Upon proof that the dog has been spayed/neutered, Breeder will provide a replacement puppy, of equal quality, upon first availability, at a cost of  $\frac{1}{2}$  the purchase price of the original puppy.

Or,

2. Keep the puppy. Upon proof that the dog has been spayed/neutered, Breeder will provide a refund in the amount of  $\frac{1}{2}$  the purchase price of the puppy.

Breeder will not be responsible for any veterinary costs incurred during the lifetime of the puppy.

This guarantee is null and void if calcium supplementation has been given, or the puppy is fed puppy food beyond the age of ten (10) weeks.

As subluxation, OCD, and HOD can be the results of poor nutrition, improper exercise and/or excessive crating, no guarantee shall apply for these conditions. It is Breeder's opinion that unilateral dysplasia is non-genetic and of injury or nutritional origin, and as such are not guaranteed against. Breeder reserves the right to not guarantee hips if evidence of atrophy due to torn cruciate or meniscus ligaments of the knee joint are present. Thyroid disease is often the result of improper nutrition; therefore, Breeder reserves the right to not guarantee this condition. Heartworm related cardiac disease is brought on by neglect to properly care for the Mastiff and no guarantee shall apply for this condition. In male puppies, cryptorchidism can occur spontaneously, even when two (2) descended testicles were previously present. Therefore, cryptorchidism is not guaranteed after Buyer takes possession of the puppy.

### **CONDITIONS OF CONTRACT**

These conditions apply for the duration of the puppy's life, unless otherwise stated.

- \* Buyer agrees that the puppy will be treated as a member of the family; the puppy is to be a companion and not left unattended or neglected.
- \* The puppy will never be trained as a guard or attack dog, or used for the purpose of fighting, or any other sport detrimental to the breed and its reputation.
- \* The puppy will never be chained outside or tied to a stake.
- \* The puppy will be provided with quality food, and will not be fed any puppy food, unless special conditions warrant high protein intake. Such conditions are to be discussed with Buyer's veterinarian and Breeder.
- \* The puppy's weight will be supervised closely until reaching two (2) years of age. It is better to have the dog slightly underweight than overweight, as excess weight contributes to structural breakdown of the dog. Nothing will be given to the puppy that will encourage rapid growth including, but not limited to, steroids, nutritional supplements, and/or anything that promotes rapid weight gain.
- \* Glucosamine/chondroitin, MSM, and/or Vitamin C are acceptable supplements and are recommended.

- \* The puppy will be provided plenty of fresh water, proper shelter from heat or cold, active companionship, appropriate exercise, regular training, and socialization. Ample quality time will be given to the puppy.
- \* Buyer agrees that the puppy will not be raised on slippery surfaces and soft bedding will be provided so the puppy will not be made to lie/sleep on hard surfaces.
- \* Buyer agrees to take good and reasonable care of the puppy; feed and house the puppy properly, control the puppy when away from home, and avoid loss by theft or running away.
- \* Buyer agrees to microchip the puppy within six (6) months of taking possession and agrees to list Breeder as the secondary contact on the microchip registration. The microchip number will be provided to Breeder.
- \* Buyer agrees to secure the best of medical attention to ensure the physical welfare of the puppy.
- \* Buyer agrees this puppy will be properly licensed if/as required by the laws of their state of residence.
- \* Buyer agrees this puppy will be inoculated against rabies as required by the laws of their state of residence, but not prior to the age of 4 months. Breeder recommends a 3 year rabies vaccine once appropriate if allowed by law.
- \* Breeder recommends parvovirus, distemper, and adenovirus - "core" diseases - be inoculated against by using an alternate inoculation schedule such as that supported by AAHA (American Animal Hospital Association) and UC Davis. For initial puppy vaccination, one dose of vaccine containing modified live virus (MLV) CPV (parvovirus), CDV (distemper), and CAV-2 (adenovirus) is recommended every 3-4 weeks from 6-8 weeks of age, with the final booster being given no sooner than 16 weeks of age. After a booster at one year, revaccination is recommended every 3 years thereafter.
- \* Breeder recommends that combination shots sometimes referred to as 3-way, 5-way, or 7-way vaccines NOT be used for vaccination. And that vaccinations for each core disease be given separately at least one week apart.
- \* Buyer is responsible for all medical expenses that may be incurred on behalf of the puppy.
- \* Buyer agrees to hold harmless, Breeder, from any and all damages to property, other dogs, or persons that may be caused by the puppy.
- \* Buyer will not transfer ownership of the puppy, or any pup from this puppy, to any person. Nor to any organization whose intent is to resell, trade, present as a gift, or use in any laboratory experiment.
- \* Buyer agrees if they no longer want to, or cannot, at any time, care for the puppy for any reason, Breeder shall have first rights of refusal. Buyer will first offer the puppy to Breeder. If there is a third party wanting responsibility of the puppy, again, the puppy shall be offered first to Breeder under the same conditions as offered to the third party. If Breeder does not accept the offer of the puppy from Buyer, Breeder will offer the puppy to the third party and will enter into a written agreement whereby the puppy will be titled back to Breeder and then Breeder will in turn enter into a written agreement with the third party under this same contract with the exception that the purchase price be that which is agreed upon between Buyer and the third party. All proceeds from the transfer to the third party will be given to Buyer. Breeder will gain no monetary compensation, only the value of quality homes for her Mastiffs, and the comfort of knowing where and who is caring for them at all times.
- \* Breeder's kennel name, Oso Bodacious, will be the prefix to the AKC registered name of the puppy. It is Buyer's responsibility to register the puppy with the AKC before the age of six (6) months. Neither this dog, nor any offspring produced by this dog, shall ever be registered with any other canine registry other than the American Kennel Club (AKC) or the Canadian Kennel Club (CKC) without prior consent of the Breeder.
- \* Contact information shall always be kept up to date. Breeder and Buyer will notify each other if there is a change of address, email, or phone number.
- \* Buyer agrees to demonstrate good will and sportsmanship at all events the puppy engages in.
- \* Breeder will provide a five generation pedigree and medical history from birth to date of Buyer's possession of the puppy.
- \* This puppy is purchased as a pet, with a limited registration. It is recommended that Buyer neuter/spay the puppy when the puppy reaches an appropriate age to do so. This is the best way to prevent an

accidental breeding. Giant breed puppies require sex hormones in order to grow properly; therefore, the appropriate age to neuter/spay is after closure of the growth plates which normally occurs at approximately twenty-four (24) months of age. Buyer will not neuter/spay prior to this age without first consulting with Breeder. Buyer will inform Breeder when neuter/spay is done.

\* Buyer agrees that prior to being neutered/spayed, this puppy will not be used for any breeding purposes. All precautions will be taken to prevent an unwanted or accidental breeding.

\* It is highly recommended that you crate train your puppy. Crates are not to be considered cages, but rather safe zones, and a place where your puppy may go for quiet time. There are many ways your puppy can be injured or made sick in your home. Crate training keeps your puppy safe from the myriad of dangers when you cannot supervise the puppy. Crate training makes house breaking easier and should crating become necessary due to injury or illness, your puppy will already be comfortable with being in a crate.

\* Bone ailments can be a result of poor nutrition, over feeding, over supplementing, and/or excessive over exercising. PLEASE, remember that a Mastiff puppy grows very quickly and carries a lot of weight while very young. Your puppy may look like an adult but the puppy is a puppy and needs puppy care. While your puppy does need to exercise, it does not take much to tire the puppy out. Do not take your puppy jogging, hiking or for long walks. Do not make the puppy climb steps unaided until the puppy is six (6) months old.

\* Exercise should be slow and minimal until the puppy is eighteen (18) months old. Jumping places a great deal of stress on your puppy's joints. Do not force your puppy to do repetitive jumping (i.e. training for obedience titles) until the puppy is eighteen (18) months old.

\* Always supervise your puppy when playing with other dogs, or with children. Even though your puppy may seem large, a puppy's bones and joints are very young and developing. Most structural damage is done within the first eighteen (18) months of a puppy's life. It is much better to play with a squeaky toy or tug rope than getting overly rough.

\* NEVER allow any person, or child, to sit on, or ride your Mastiff. Even though Mastiffs are a giant breed, they are not structurally suited to be sat on, or ridden. They are NOT ponies, or small horses.

\* Always choose a toy that is large enough; even a young Mastiff has a mouth and throat large enough to swallow most small toys and bones.

\* These are large dogs and it is important not to just look at the PUPPY you have today but at the DOG the puppy will be when full grown. NEVER teach your puppy to do anything you would not want the puppy to do as a 200 lb. adult!

\* Training is important and it is highly recommended that your puppy be taken to a puppy kindergarten or puppy obedience class for proper training and socialization.

\* Provide a fenced or partial-fenced yard for your puppy; or always keep your puppy leashed when outside of your home. Your Mastiff must NOT be allowed to roam at large.

\* Your Mastiff must travel in an enclosed vehicle and not be permitted to travel in an open-bed vehicle.

### UNDERSTANDING THE TERMS OF THE CONTRACT

This contract applies to the original Buyer and the original puppy only and is non-transferable to a second party.

Buyer agrees that they have read and understands the terms and conditions of this contract fully. Buyer also agrees and understands that if any conditions herein are not completed as set forth, Breeder has the right to repossess the puppy and Buyer shall not be entitled to any refund of any monies paid to Breeder pursuant to the agreement contained herein. Under such circumstances, Buyer agrees to relinquish any interest in the puppy, and to execute the AKC registration certificate to the sole ownership of Breeder.

Any breach of this contract could be detrimental to the name and reputation of Breeder. Therefore, Breeder will be entitled to up to 5 times the purchase price of the puppy to include, but not limited to, attorney fees, court costs, transportation costs, re-homing costs, and any/all other expenses incurred due to breach of this contract, in addition to the puppy back.

This contract shall remain in effect for the lifetime of the puppy described and should not be limited by the statutes of limitations of any particular state.

This contract is under the jurisdiction of the State of Alabama, in the County of Coffee. Buyer agrees that in the event litigation in a court of law becomes necessary, any litigation shall be in the State of Alabama, in the County of Coffee. All other states and counties are asked to please accept this contract as legally binding and enforceable.

Breeder and Buyer, by affixing their names here, on this date \_\_\_\_\_ do agree to abide by any and all terms of this contract, or be in breach of contract and incur all legal consequences.

Breeder: (print) \_\_\_\_\_

Breeder: (sign) \_\_\_\_\_

Buyer: (print) \_\_\_\_\_

Buyer: (sign) \_\_\_\_\_

Co-Buyer (print) \_\_\_\_\_

Co-Buyer (sign) \_\_\_\_\_