

# COLTS GUARDIANO

This AGREEMENT is made between Buyer and the Kennel Name Photo ID Required with return of contract

Buyer \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

hereinafter referred to as “ Seller \_\_Thomas Colt at COLTS GUARDIANO, residing at 2 CIRCLE DR Carlisle PA 17015 Phone: 7176021751 or 7176021746 Herein after referred to as “Seller”, for the purchase and sale of the Puppy described below, hereinafter referred to as “Puppy”/ or “Dog” on the following terms and conditions of sale: We guarantee that you will get the sex of the puppy you ask for even if it comes from a different litter, we do our best to give you the color but the most important to us is guarantying our puppy parents a healthy puppy and the most suitable puppy for them and their family

**Whelp Date**

**Parents:**

**Sire - Father:**

**Dam - Mother:**

\_\_\_\_\_  
Pet

\_\_\_\_\_  
Show/Breeding

**DEPOSIT:** Purchase price is **3000.00 USD** and a **\$250.00** deposit is required for a family pet and **\$4000.00** for breeding and show rights this does not include ear cropping which is an additional **\$450.00**. The full deposit on a Puppy is non-refundable unless Seller cannot supply you with a healthy puppy regardless of sex/ color. If for any reason Buyer cannot take the pup when it's ready to go the deposit will be put toward another pup reservation at the earliest one is available. If Buyer wishes to purchase a puppy in the future the non-refunded deposit may be applied to another puppy. Buyer must contact Seller to secure a reservation from an upcoming litter that has not been sold out

**HEALTH and MAINTENANCE:** The buyer agrees not to keep the Puppy/Dog in a crate except for crate training and must have ample room for exercise. If the buyer is found to have kept the Cane Corso pup in a crate, then the pup will not be covered under the Health Guarantee as proper exercise is important for proper growth and development for the growing pup. If the buyer does not have a yard for the puppy to run and play, then the buyer must agree to walk the puppy every day so the puppy gets the proper exercise it needs. Under no circumstances should rough training methods be used on your Cane Corso. It is very important for proper socialization and training for your puppy so he or she may become well-adjusted and an important member of your family. The buyer must make sure that the puppy has companionship on a daily basis. The buyer agrees to never have the Puppy/Dog on a chain or runner, if the pup/dog is outside he or she must be in a safe enclosure, fenced yard, or kennel, with protection from the elements, predators, and other hazards and only for half the day. If the buyer is found in breach of this agreement the seller will have the right to remove the puppy or dog from the home. The Puppy/Dog is to be given proper medical care, annual exams, vaccinations and heartworm preventative are to be provided on a schedule determined proper by a veterinarian.

Puppy will come with a microchip already implanted. The breeder's name and phone number must be listed as one of the contacts. We recommend having your vet scan your puppy at your first visit to ensure the chip is detected and working properly.

Buyer agrees to follow the seller's suggestions on care, training, and socialization.

Buyer agrees to notify the breeder of any change of address, phone number or e-mail in order for the breeder to maintain contact with Buyer.

We encourage LOTS of pics at all ages and are happy to show off your Corso but we do ask that buyers send pictures at a minimum 1 and 2 years of age along with answers to all questions about how the dog has developed. Buyer agrees to cooperate and answer any/all questions the breeder may have regarding the dog throughout its lifetime. This critical information helps us better our breeding program.

### **SUPPLEMENTATION:**

The seller recommends that the Puppy/Dog **NU VET PLUS** along with **NU JOINT. NU VET** is scientifically proven to boost the immune system, prevent skin & coat Problems, and also defends over 50 major diseases including HIP AND ELBOW DISPLASIA, which keeps your

dog in optimal health. If you are not able to afford these brands of supplements, we ask that you use another supplement brand that has the same health benefits.

We firmly believe it is MUCH less expensive to prevent health problems than trying to cure them. It is the Buyer's responsibility to purchase a supply of the supplement and see that it is given to the dog daily. **"NU VET PLUS"** must be ordered from **NU VET LABS** at 1 (800) 474-7044 this litter has been issued the order **# 317525** Should a claim be made that the dog has developed health problems, it will be verified by the Seller that the Buyer has regularly purchased the supplements. Discontinuing the use of supplements can void the health Guarantee depending on the health issue. We also strongly believe in vaccinating your puppy's/dogs so if you oppose vaccinations and do not vaccinate your puppy I will look at that as you are putting the puppy/dog's health at risk and that will be considered a breach of contract and you will sign the puppy back over to me.

**26-Month-old HEALTH GUARANTEE:** Seller guarantees Puppy has had proper care to date. If Puppy is being shipped, health certificate will be with the Puppy and crate. Buyer agrees to continue all inoculations and proper vet care. It is important the Puppy has shots through 16 weeks, then once a year Rabies vaccination. Continue to treat for worms, parasites, heartworm, mosquitos, fleas and ticks to keep Puppy parasite free. Buyer is also responsible for any continuing vet bills, corrective or preventative, for the life of the dog.

Puppy must be on a high quality all-natural food and must not be feed grain free do to known health issues it may cause unless the vet recommends it because of health reasons also it will be considered a violation of contract if you feed your puppy a vegetarian dog food or even just raw or cooked vegetables. All Puppies are guaranteed to be free of communicable disease at time of sale The Puppy/Dog must be checked by a licensed veterinarian within 7 days of receiving the puppy. (Pickup or delivery to Buyer) Exam must include a stool sample. **\*\*Failure to perform veterinary exam will void all guarantees\*\*** Should the veterinarian find Puppy to have a life threatening defect, during the above examination, a written statement from the buyers veterinarian must be received by the seller within 7 days from the date of the examination. The puppy must be returned to the seller, at the buyer's expense with a written statement-explaining defect. Upon verification of veterinary health exam, the Puppy, shot record and registration papers (if already issued) are required to be returned to Seller for issue of a replacement Puppy. Once the stated health problem has been verified by the seller's veterinarian the Buyer will be provided with another puppy of the same sex and quality. Puppy will be given from current litter if available. If not available the Buyer will receive a puppy from subsequent litter. (We do not guarantee time frame for replacement puppies). If the defect is not life threatening the buyer may choose to keep the current puppy. All transportation charges for the replacement puppy are the sole responsibility of the Buyer.

Seller is not responsible for veterinarian fees or shipping fees. This Guarantee does not cover parasites (worms, coccidia, etc.) some of which can be brought on by stress of going into a new environment and are easily treated by medication.

Within 24 months of purchase, if the puppy/dog is found to have a genetic defect which causes severe disability or death (meaning something serious that cannot be fixed and is likely to cause an early death) and the Puppy/ Dog was fed a proper natural diet supplemented as stated. (Keep all labels and receipts as proof of supplementation) Buyer must submit diagnosis in writing from his or her vet stating that the problem is genetic and is not the result from an injury, abuse, accident, disease or an acquired illness. Written diagnosis must be submitted with all of Puppy's medical records from any and all veterinarians the Puppy has visited. If all the conditions are met, including the additional conditions below, the seller will provide the buyer with a replacement puppy of the same quality when available. No guarantee is made as to time frame for replacement. Buyer is responsible for all transportation charges. At Seller's discretion, seller may choose to refund Buyer's money instead of a replacement puppy. The Seller reserves the right to have the puppy with the alleged condition examined by the Seller's veterinarian for confirmation purposes, at the Seller's expense. Cherry Eye, Entropion and Pan osteitis (Pano/ Growing Pains) are common in the breed and are non-hereditary. They are non life threatening simple procedure to fix, and are NOT covered by this contract.

**HIP / ELBOW: Penn HIP or OFA** results are required and are considered the only form of proof of hip dysplasia. OFA results are required and considered the only form of proof of elbow dysplasia and osteochondrosis/OCD. In the event of severe crippling hip or elbow dysplasia, the following procedure must be followed with proof of records and receipts available in order to be entitled to a replacement puppy for reason of Crippling Hip Dysplasia, Crippling Elbow Dysplasia, Osteochondrosis or OCD – Dysplasia must be symptomatic and Bi Lateral:

- 1) Notify Seller by phone or e-mail
- 2) Submit x-rays to Seller for evaluation by Seller's vet.
- 3) If Puppy must be euthanized, a written notice from the Buyer's Vet stating puppy's condition must be received prior to euthanasia. Euthanasia shall be performed at the Buyer's expense and only when agreed by Seller. Seller reserves the right to have puppy examined by a vet of Seller's choice to determine if euthanasia is unavoidable.
- 4) The cost of x-rays and examination by Buyer's vet shall be paid by Buyer. The cost of x-rays and examination by Seller's vet shall be paid by Seller.
- 5) The Puppy/Dog must be kept at ideal weight and in good condition
- 6) Puppy must be on a natural puppy food containing less than 30% protein until he or she is 18 months old.
- 7) Vitamin Ester-C must be given as a daily supplement, 1000mg daily through 6 months of age then 1,500-2000mg daily for the life of the dog (proof by receipts)

8) If the buyer is given the puppy **NuVet** supplement it must be given daily and ordered under litter code **317525**

9) No forced exercise, no jumping over or onto anything taller than the elbow, no excessive running, climbing more than 2 consecutive stairs or extended walks until the puppy is at least 18 months old.

**The following Voids all replacement guarantees**

- 1) The condition results from proven or suspected neglect or abuse.
- 2) Buyer failed to provide yearly veterinarian exams and vaccinations.
- 3) If the buyer over exercise his or her before they are 18 months old and the puppy ends up with hip or joint problems as a result of it.

**Replacement Policy:** Original Buyer named in this agreement must own puppy. No guarantees are made as to time frame for replacements of puppies. If conditions are met and a replacement puppy is due, Buyer may choose between 2 options:

**Option 1:** The puppy with the alleged condition must be returned to the seller along with registration papers at an agreeable convenient time and at the buyer's expense.

**Option 2:** Diagnoses of the alleged condition must be confirmed by the Seller's veterinarian at the Buyer's expense. Buyer may keep original puppy and may have Under NO circumstance is the Seller liable to grant a cash refund or accept liability for medical expenses, veterinarian fees or any other expenses related to the care of Puppy/ Dog

**Spay / Neuter:** Buyer and Seller agree that if the puppy/dog is to be spayed or neutered it will not be done until the puppy/dog is at least 18 months for a female and 24 months for a male due to the fact it can cause hip and joint problems among many other health issues and there are many legit websites that informs of all health risk for your puppy, if the buyer does not agree and has the puppy/dog spayed or neutered than the seller is not liable if there are any hip or joint issues or other health issues. The dog then must be spayed/neutered, and the buyer must send a copy of the vet records showing that it was done if not that will be considered a breach of contract.

- **Show/Breeding rights.** If the buyer mention in the contract is receiving full registration than he or she is required to either complete 3 levels of AKC Canine Good Citizens or make an attempt to show the dog and to earn a title, a good attempt would be at least 8 shows and if the puppy/dog has not earn any points after 8 shows and the dog is healthy and is still a good representation of the breed then the owner may still breed the dog but if points have been earned than they most finish showing the puppy/ dog to he or she has earned a title. The dog may not be bred to any other breed but Cane Corso and if the dog is bred to a different breed that would be considered a violation of contract and the owner gives up all rights to the dog and must return him or her to the breeder with the

registration signed. My name will be on the registration as a co-owner until a title is earned or see that the buyer has made a good attempt as mentioned above but was not able to earn a title or the puppy has earned its CGC. The **Seller/Breeder** reserves the right to use any stud sold for breeding once a year free of charge. The **Seller/Breeder** will pay for shipping cost and vet bill for the collection.

A female must not be bred more than 4 times and past 6 years of age regardless of if I am a co-owner or not that will be considered a violation of contract. The last is like previously mentioned in the contract the puppy must be on a hip and joint supplement and I must see proof that the puppy has been on it from the time the buyer purchased the puppy.

**REGISTRATION:** All puppies are registered with AKC and must carry the

**COLTS GUAURDIANO** name on their registration. Seller will release registration papers upon receiving them from AKC.

**Other Terms and Conditions:** This puppy is sold as a companion animal; Buyer agrees the Puppy will live as part of the family and must be maintained within the household of the purchaser at all times. **(Except for brief periods when the pup must be cared for by another due to temporary absence of owner from home or if the puppy is with a show handler or a trainer)** Puppy may not be loaned, leased, gifted, traded, or resold at any time without written permission in advance from the Seller. If Buyer is unable or unwilling to continue proper care for the Puppy/Dog or has decided to sell, give away, or euthanize the dog at any time the Puppy/Dog must be returned to the Seller without refund of any kind.

**SELLER MAY GIVE PERMISSION** to sell or give the Puppy/ Dog to an approved second owner who must also agree to abide by this contract. If such permission is given, new owner must sign a new contract, identical or similar to the one with Seller.

Buyer understands and agrees that extensive exercise before the dog is 18 months and mature is strictly prohibited. This includes Jumping in and out of vehicles; excessive stair use, prolonged jogging and any other activities that may cause harmful stress to undeveloped joints. Your Corso needs ample time to run and play, most fenced yards will allow your Cane Corso the opportunity to do so at his/ her will. IF you choose to exercise your Puppy/ Dog on a leash, be careful not to over exert him/ her prior to 18 months of age. The seller cannot guarantee temperament because that depends on how well you socialize your puppy.

Buyer agrees that the breeder has the right to use any pictures or accomplishments of the puppy/dog for advertisement, etc.

Seller retains the right to visit Buyer to check the Puppy/Dogs welfare or send a representative of Sellers.

**UNDER NO CIRCUMSTANCE IS THE DOG EVER TO BE SURRENDERED TO A SHELTER, GIVEN AWAY, DESTROYED.** If the buyer cannot keep the dog for any reason the seller retains first option to have the dog

back or assist the buyer in placement of the puppy into a new suitable home. The dog is never to come into residency with any other individual without prior written consent of the seller if this happens this will also be considered a breach of contract. If The puppy/dog goes missing the owner has 12 hours to contact me to let me know if the buyer fails to do so that will be a breach of contract.

**BREACH OF CONTRACT:** In the case of breach of contract for any type of mistreatment and if the puppy or dog is found to be in any illegal activity such as dog fights the buyer is to compensate the seller 10,000, the Puppy/ Dog will be immediately repossessed with registration papers signed and returned to Seller.

Seller is not responsible for death of puppy due to injury, neglect, loss, accident, abuse, elective surgery or carelessness.

Buyer is responsible for all shipping charges and arrangements.

Seller is not responsible if Puppy/Dog contracts a communicable disease after leaving Seller's possession, the Puppy/Dog is now in Buyers care.

In the case of sudden demise of puppy, Seller must receive a written notice of puppy's death from owner's vet along with a necropsy report indicating cause of death.

Identification: Seller requires photo ID of the person named in this contract

**LEGAL** Seller will not be liable for any medical expenses, veterinary fees, or any other expenses related to Puppy/Dog. Parties agree that should a particular provision of this AGREEMENT be held invalid or nullified, the remaining provisions and terms of this AGREEMENT shall survive. This AGREEMENT may be modified or amended only in writing signed by both of the parties. The parties also acknowledge that this AGREEMENT may be signed in one or more counterparts, each of which shall be deemed an original, and taken together constitute one and the same AGREEMENT. Parties further agree that, in the event a dispute arises between them as a result of this transaction all parties shall make best efforts to resolve such a dispute without intervention of the judicial system. In the event the parties resort to use of the judicial system, all parties agree that suit be brought exclusively and only in the jurisdiction that Seller resides in at the time the parties resort to litigation and that each party shall bear their own attorney fees. All parties agree that signatures conveyed by facsimile shall carry the same weight as original signatures and shall fully bind the parties.

AGREED:      AGREED:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name of BUYER:

Printed Name of SELLER/kennel:

\_\_\_\_\_

\_\_\_\_\_ /COLTS GUARDIANO

\_\_\_\_\_  
Signature of BUYER

\_\_\_\_\_  
Signature of SELLER (717)602-1746