

Avitus Cane Corso

Jolayne Moryski
Blackfalds, AB
T4M 0E1
(403) 885-0106
www.avituscc@gmail.com

**Please make Money Orders out to Jolayne Moryski.
Final payment in money order or e-transfer only and due when puppies are six weeks of age.**

Sales Contract

This Sales contract is made this _____ day of (Month) of 20_ between Jolayne Moryski, hereinafter name THE SELLER and _____, residing at _____, hereinafter termed THE BUYER.

The SELLER agrees to sell, for the purchase price of \$2500 plus the price of the ear crop (optional) has this day delivered to THE BUYER, a Cane Corso male/female whelped on (date of whelp), sired by (SIRE NAME), out of (DAM NAME), described as Avitus' (PUPPY REGISTERED NAME), and certifies that said CANE CORSO is sound of body and good health, free from communicable diseases to the best of the SELLER'S knowledge.

The said puppy will be sold to the BUYER under a Full Registration with (co-ownership) or a Limited Registration. Full registration with co-ownership means that for the life of the dog/bitch, Jolayne Moryski will remain co-owner of said puppy for breeding purposes only. Limited registration means that said puppy is purchased as a pet and may not be bred (intentionally or unintentionally). You agree to spay or neuter this puppy by 18 months and not before and to mail or email Avitus Cane Corso a Veterinarian certificate stating that the surgery has been performed. Only at this time will the registration paperwork be released to the BUYER.

_____ Limited Registration Contract (Companion/Pet)

_____ Full Registration Contract – With co-ownership (Show/Breed)

*****Note – Please see Limited Registration or Full Registration Addendums attachments for specific terms. Seller reserves the right to make changes to any contract before signing and will go over contract thoroughly with Buyer before signing.**

Right of Refusal

Breeder reserves the right to decline the sale of the said puppy if, for any reason, we feel it is not a good idea or in the best interest of the puppy. We reserve the right to sell to approved homes only. Deposits will be refunded.

Seller's Responsibilities & Health Guarantee

- 1) Puppy is guaranteed to be free of any communicable disease at the time of sale. BUYER must have puppy examined by a licensed Veterinarian within 72 hours from the date of delivery. Failure of BUYER to notify SELLER of all health concerns within three business days of receiving the Veterinarian's certification of illness will result in forfeiture of rights. SELLER accepts no responsibility for any communicable diseases after 72 hours. _____ (initial)**
 - a) If a serious health problem is noted during the above examination the puppy is to be returned to the SELLER at the BUYER's expense. When available the SELLER will provide the BUYER with another puppy of the same sex and quality/value. _____ (initial)**
- 2) Puppy has been wormed, vaccinated at least once, examined by the breeder and when shipped by air comes with a health certificate. _____ (initial)**
- 3) Puppy will have his/her tail docked and dew claws removed at the expense of the SELLER. _____ (initial)**
- 4) Entropion, Ectropion and Cherry Eye are considered common in the breed and are not covered in this contract. _____ (initial)**
- 5) SELLER guarantees puppy to be free of crippling hip dysplasia until puppy reaches 26 months of age, if all conditions have been met:**
 - a) Puppy has not been bred if female or sired a litter if male.**
 - b) Puppy has been kept within an optimal weight range (not overweight). Copy of the Veterinary records to be provided as documentation.**
 - c) BUYER provides SELLER with proof of spay/neuter and return all registration papers to the SELLER. If puppy has been spayed or neutered before 18 months of age this will nullify the guarantee.**
 - d) BUYER provides SELLER with an OFA and/or PennHip Radiograph and a letter documenting the condition within 7 days of receiving the diagnosis.**
 - e) SELLER's Veterinarian has to confirm diagnosis.**
 - i) If all of the above conditions are satisfied, the SELLER agrees to provide a replacement puppy of similar sex and quality when available. Under no circumstances do we grant cash refunds or accept any liability for medical expenses, veterinary fees or other expenses related to your Cane Corso, unless agreed upon by both SELLER and BUYER. _____ (initial)**
- 6) Puppy will be registered by SELLER with at least one registry that allows registration of the Cane Corso breed. Registration papers will be delivered to the home of the BUYER when and ONLY when of this contract is fulfilled and proof of spay/neuter has been provided, if applicable. Proof of this completion must be sent to the SELLER. _____ (initial)**
- 7) All puppies are guaranteed to be free of any known hereditary defect. Problems must be reported within 26 months from the date of birth. After the puppy is 26 months old, the SELLER is no longer responsible for replacing the puppy/adult. _____ (initial)**

- 8) *The SELLER agrees to provide the BUYER with lifetime support of the said puppy/adult.*
_____ (initial)
- 9) *The SELLER has gone over all HEALTH TESTS of Parent of said puppy/adult.*
_____ (initial)

Contract Conditions & Terms

- 10) *BUYER agrees to comply with all local ordinances regarding the keeping of dogs, in addition to providing adequate food, water, housing, immunizations, healthcare and humane treatment for the puppy.* _____ (initial)
- 11) *BUYER understands that this contract will be null and void if the puppy named on this contract is given Trifexis, comfortis, or any tablet/vaccine/medication containing the drug Spinosad, the drug Milbemycin Oxime or any drug combination of Spinosad + Milbemycin Oxime. Trifexis/Comfortis is a parasite preventative that controls fleas, heartworm, adult hookworm, roundworm and whipworm in one monthly tablet. This tablet has been under much scrutiny and concern since many dogs have become ill and several have died after taking this preventative. The concern over this tablet is so great to us as sellers we are not willing to guarantee any pup that has been given this drug. Therefore, if the buyer named on this contract decides to use Trifexis/Comfortis (or Spinosad + Milbemycin Oxime in any combination) tablets, the 26 months health guarantee offered herein will be considered null & void and SELLER will not be held responsible for further health of said puppy.*
_____ (initial)
- 12) *BUYER understands that extensive exercise before the dog is 18 months old and mature is strictly prohibited. This includes but not limited to: competition jumps, jumping in and out of vehicles, prolonged jogging or excessive walking and any other activities that may cause undue stress to the undeveloped joints. BUYER understands that if puppy has been over exercised this will nullify the guarantee.* _____ (initial)
- 13) *BUYER is responsible for the obedience training of their puppy. Corso are a dominant breed and require proper training, socialization, and handling. BUYER AGREES TO ATTEND AND COMPLETE A MINIMUM OF TWO OBEDIENCE CLASSES PRIOR TO THE PUPPY REACHING A YEAR OF AGE. Proof of completion must be sent to the breeder after each class is completed. Failure to comply voids this contract.* _____ (initial)
a) *SELLER has the option to waive this requirement provided BUYER has experience in advance dog sports; has experience as a handler or is a professional dog trainer.*
- 14) *BUYER is liable for any problems with landlords, family members or neighbours. Any and all legal matters involving this dog/bitch is the responsibility of the BUYER.* _____ (initial)
- 15) *The puppy WILL NOT be tied outside, housed outdoors or otherwise excluded from the household and family contact.* _____ (initial)
- 16) *The BUYER agrees that arrangements for, and the payment of shipping of said puppy is their responsibility, including crate, airfare, insurance, health certificate and any other related shipping costs. Said puppy will be promptly received from the terminal where shipped to.*
_____ (initial)
- 17) *If the BUYER should decide at any time during the life of the puppy that they no longer want nor care for the said dog/bitch for whatever reason, it shall be returned to the SELLER without compensation at the BUYER's expense. UNDER NO CIRCUMSTANCES SHALL THIS*

DOG/BITCH BE PLACED IN A DOG SHELTER, HUMANE SOCIETY OR OTHER SUCH FACILITY OR ORGANIZATION. THE SELLER RETAINS THE FIRST RIGHT OF REFUSAL! _____ (initial)

- 18) The dog/bitch cannot be sold or placed without the expressed written consent and approval of the SELLER. The SELLER always retains the first right of refusal on said dog/bitch. _____ (initial)**
- 19) The BUYER agrees that the name given to the puppy and the Kennel name "Avitus" will be the registered name and Show name (if applicable) of the puppy. Absolutely NO changes or additions will be allowed. _____ (initial)**
- 20) The BUYER agrees that if said puppy/adult is not properly cared for, this is not limited to but is inclusive of the physical care of the dog/bitch and also the mental health (if a dog is removed due to temperament/aggression issues that has caused them to become a danger to others, than the dog will be evaluated by an outside part familiar with those issues), the SELLER has the right to demand that said dog/bitch be returned, along with all paperwork, immediately and without compensation to the BUYER. Any resulting medical care and/or behaviour correction training will be at the expense of the BUYER. _____ (initial)**
- 21) It is agreed upon the death of said puppy/adult, at any age, that prompt notification will be given to the SELLER to that affect. No healthy puppy/adult shall be euthanized without the consent of the SELLER. If the dog is euthanized while in the BUYERS's care, the BUYER agrees to have a necropsy performed (provided dog is not euthanized due to old age), at the BUYER's expense to determine cause of injury, disease, etc; leading to death. If it is determined that neglect or ill care by/from the BUYER is the cause of death than no replacement of the said puppy/adult will be made. _____ (initial)**
- 22) The BUYER agrees to notify the SELLER immediately if there is a change of address, phone number, email, etc. of the BUYER. _____ (initial)**
- 23) The BUYER agrees to keep in reasonable contact with SELLER as does SELLER agree to keep in reasonable contact with BUYER. Pictures and information are very important to the SELLER as said PUPPY matures. _____ (initial)**
- 24) Said dog/bitch has been implanted with a microchip and registered in the name of the SELLER BUYERS name and info will be added on as secondary. This is for your puppy/dogs safety and the BUYER agrees not to remove, or attempt to have said microchip removed by any person, professional or agency. _____ (initial)**
- 25) It is stipulated by and between the undersigned that failure of the BUYER to comply with any of the conditions responsibilities and policies as set forth in this contract by Avitus Cane Corso, may subject the BUYER to forfeit the aforementioned puppy/adult to the SELLER without compensation and shall sign over all registry and medical paperwork pertaining to the said puppy/adult to the SELLER immediately. _____ (initial)**
- 26) Any legal remedies or litigation required to uphold this agreement will be instituted and carried out in the township, county, municipality and Province of the SELLERS residence for a penalty of \$5000.00. _____ (initial)**
- 27) The SELLER will not be held liable for any amount greater than the amount paid by the BUYER to the SELLER for the said puppy/adult. _____ (initial)**
- 28) The SELLER requires the BUYER to feed the said puppy a good quality food diet. The SELLER will supply the BUYER with a list of quality dog foods. NEVER supplement with Calcium. If you decide to place your puppy on a supplement please check with us first, as they may void your guarantee. _____ (initial)**

Failure to follow these guidelines may nullify your guarantee.

Transferability

29) This contract is limited between the SELLER and the 1st BUYER. It is not held transferable to a third party. _____ (initial)

30) Upon signing below both BUYER and SELLER agree to all terms stated within this contract. _____ (initial)

Amendments that are agreed upon by both parties:

BUYER'S SIGNATURE _____ **DATE** _____
SELLER'S SIGNATURE _____ **DATE** _____
WITNESS SIGNATURE _____ **DATE** _____

