

Belin Von Iron Heart Kennels

PUPPY CONTRACT AND ARBITRATION AGREEMENT

1. Parties

This contract is between _____, hereafter referred to as “Buyer” And Belin Von Iron Heart Kennel, and hereafter referred to as “Seller”.

2. Purchase Price

Buyer has agreed to purchase a puppy from the Maximus X Malika litter, born on _____. Buyer has placed a non-refundable deposit of 500\$. Total purchase price will be 1900\$ nonbreeding or \$2500 to \$3500

All monies paid are non-refundable, unless a special circumstance is approved in writing by Seller.

3. Puppy

Puppy will be a male/female _____, pick number 1 2 3 4 5 (circle one).
Puppy Will be [show/breed] quality or [non breeding] quality please circle.

Buyer acknowledges that nature is not always predictable and that a puppy of Buyer’s desired sex/ quality may not be available. If this is the case, Buyer’s deposit will be applied to the next litter. Seller does not guarantee color. Seller will try its best to accommodate Buyer’s preference, however, Seller believes that when matching puppies to their new owners, sex/quality, and disposition are the most important factors.

Puppy will be declawed, dewormed and receive its first shots by the breeder. All shipping cost is for an additional charge. The tail will be docked at the customer’s request only. We use an outstanding vet for our tail docking, but client must understand that we outsource our docking and as such, we incurred a cost. So we will flow a small portion down to the customer via puppy pricing

4. Quality of Puppy and Agreement not to Breed

All dogs sold within the state of New York are sold as “pet” quality only, (with no breeding rights). The only exception to this policy are dogs that we decide to keep partial ownership in (co-own). Inquire for availability.

Dogs sold as pet quality are absolutely not to be bred at any time for any reason. We strongly recommend a neutered/spayed pet. **Violation of this provision voids any and all guarantees on the dog purchased, and Seller will have the option to confiscate both the dog as well as the puppies.** If Buyer would like to obtain breeding rights on a dog originally sold as pet quality, Seller will make arrangements by private agreement to grant such rights if the dog is of breeding caliber. **Seller retains the sole right to determine whether the dog is of breeding caliber.**

The Seller Guarantees

- a. **Health Guarantee:** Puppy is guaranteed to be healthy upon delivery or pick-up. Buyer has 24 hours to take puppy to Buyer’s vet if Buyer believes a puppy is unhealthy. It is recommended that Buyer takes the puppy to meet your vet and to get a checkup regardless. If puppy is found to be fatally ill within 24 hours of delivery/pickup, puppy will be replaced with a pup from the next litter of the same sex/quality. Accidents that are the fault of the Buyer are not included. **Seller must be contacted within 48 hours for guarantee to be valid. Alternatively, Seller may, in its sole discretion, provide a full refund of the purchase price of the dog in lieu of a replacement puppy.**
- b. **Temperament Guarantee:** Puppy is guaranteed to have a stable and non-dangerous temperament.

Buyer understands that temperament is only partially genetic, and in order to utilize our temperament guarantee, Buyer must provide proof of puppy kindergarten, basic obedience, and behavior counseling with either a licensed dog trainer or veterinarian. In the case that a dog has an unstable or dangerous temperament and meets these criteria, for 24 months following the date of purchase, a replacement pup will be provided from the next available litter of the same sex/quality. **Alternatively, Seller may, in its sole discretion, provide a full refund of the purchase price of the dog in lieu of a replacement puppy.** This Guarantee is not valid after 24 months from the date of purchase.

- c. **Hip Dysplasia Guarantee:** All dogs sold are guaranteed against crippling hip dysplasia for the period of two years. Dogs sold to show/breeding homes are guaranteed to be DJD (degenerative joint disease) free or OFA fair or better. Dogs sold as pet quality are guaranteed to be free of joint problems that would impair them from leading a full and healthy life, as determined by a licensed veterinarian. Seller has the right to ask for a qualified second opinion.

Buyer agrees to follow Seller's recommendations about joint supplements and activity restrictions in regards to best possible joint health. Glucosamine and vitamin C are required supplements.

If a dog is found to be dysplastic, Seller reserves the right to ask for a qualified second opinion. **Seller must be notified within 7 days of the failing x-ray.**

If a dog is found to be dysplastic and meets criteria listed above, a replacement puppy will be provided from the next available litter, of the same sex/quality, upon proof of spay/neuter. **Alternatively, Seller may, in its sole discretion, provide a full refund of the purchase price of the dog in lieu of a replacement puppy.**

- d. **Genetically Inherited Health Problem Guarantee:** If a dog is found to have a genetically inherited health problem as determined by a licensed veterinarian, within 24 months of age that is of sufficient severity to require mandatory, permanent medication, or significantly affect the ability of the dog to lead a full and healthy life, a replacement of the same sex/quality will be provided upon proof of spay/neuter. Seller has the right to ask for a qualified second opinion. Cherry eye is fairly common in the Cane Corso (and other mastiff breeds) and is not covered under the guarantee. **Alternatively, Seller may, in its sole discretion, provide a full refund of the purchase price of the dog in lieu of a replacement puppy.**

Buyer is solely responsible for all vet bills incurred by Buyer in determining whether dysplasia or a genetically inherited health problem, as described above, exists.

While we proudly stand by and honor our guarantees if a dog is dysplasia or has a genetically inherited health problem as described above, and the Buyer decides to keep the dog despite the presence of such condition, **under no circumstance is Seller liable for any vet bills incurred any reason. All vet decisions, bills, and any expenses incurred by Buyer relating to veterinary care are solely the cost of the Buyer.**

Seller reserves the right to have first option of return if Buyer is unable to keep the dog. Buyer is also required to notify Seller if Buyer must give the dog up for any reason, so that Seller may assist in finding an appropriate home for the dog.

5. Buyer's Forfeit of Dog Upon Proof of Animal Abuse or Neglect

If Buyer is convicted by a court of law of animal abuse or neglect while dog is in Buyer's ownership, said dog will be returned to Seller with no refund or compensation. Buyer will also be liable for any vet bills that may be required. If Seller discovers that the dog is being/has been abused, Seller will press charges and Buyer will forfeit ownership if convicted of animal abuse or neglect.

6. Seller's Obligation to Provide Pictures

Buyer will send pictures of the dog purchased when the dog is 6 months, 1 year and 18 months old, for the

purpose of breeding practice improvement. If Buyer wishes, Buyer may contact Seller for a self- addressed, postage paid envelope (6 months, 1 year, 18 months).

7. Requirement of Signed Contract

No puppy will be shipped to any Buyer until the Seller has received a signed and dated copy of this contract (photocopies are acceptable).

8. BINDING ARBITRATION AND WAIVER OF JURY TRIAL

The parties agree that any and all disputes between them, including those pertaining to this contract in any way, and any claim by either party that cannot be amicably settled, including all statutory and common law claims, shall be determined solely and exclusively by arbitration in accordance with the rules then obtaining under Montana law. Arbitration shall take place at an appointed time and place in Missoula, Montana. The award of the arbitrators shall be final and binding upon the parties and may be filed by either party in a court as provided below for entry of judgment thereon. The arbitrators shall not be permitted to assess any punitive damages of any kind nor Attorneys’ fees against any of the parties to the arbitration. The parties agree that neither shall commence any litigation against the other arising out of the Agreement or the termination thereof, including any action to confirm the award of the arbitrators, except in any court in Missoula County, to which all parties consent to venue and jurisdiction.

_____ (Buyer’s initials) Buyer agrees that by signing this contract, Buyer is knowingly waiving his or her right to a jury trial and its access to courts to resolve any dispute that arises.

_____ (Buyer’s initials) Buyer agrees that binding arbitration is the exclusive remedy available.

_____ (Buyer’s initials) Buyer acknowledges that Buyer has had the opportunity to negotiate this arbitration provision.

Signature of Buyer Agreeing to Binding Arbitration

Date

9. Applicable law

In the event of a legal dispute relating in any way to this contract, Montana state law applies.

Buyer(s):

Signed name

Date

Printed name

ning below, I am declaring that I have read, fully understand, and agree to abide by all terms stated ab