**PUPPY CONTRACT AND ARBITRATION AGREEMENT**

1. Parties

This contract is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter known as “buyer” and Grizzly Mountain Cane Corso, hereafter known as “seller”

1. **Purchase price**

Buyer has agreed to purchase a puppy from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Litter, born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ . Buyer has placed a deposit of \_\_\_\_\_\_\_\_\_\_\_\_. Total purchase price will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

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

1. **Puppy**

Puppy will be a male/female (circle) color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . Puppy will be: [pet] or [show/breeding with mentorship] (select one)

Buyer acknowledges that nature is not always predictable and a puppy of their desired color/sex may not be available. If that happens, the deposit is applied to the next available litter. Deposits are non-refundable.

Puppy will have its tail docked and dewclaws removed. (Unless specified by seller) Puppy will be dewormed and have received its first set of puppy shots. Buyer suggests an additional dewormer and routine fecal exams as the puppy is growing, due to the puppies being allowed to spend time outside around other animals. Ear cropping is strictly the buyers choice. We can help plan your ear crop if you would like it done, however, since we are not the ones doing the procedure, **there is not guarantee on ear crops, either expressed or implied, furthermore, any issue buyer has with ear crop is strictly and entirely between buyer and veterinarian.**

1. **Quality of the puppy and agreement not to breed**

All dogs sold as pets are sold WITHOUT ANY BREEDING RIGHTS OF ANY KIND, EXPRESSED OR IMPLIED.

If a dog sold as show/breeding mentorship is MUTUALLY agreed to not be of show/breeding caliber, the matter shall be rectified by private agreement in consideration of varience in the individual mentorship contracts.

Dogs/bitches sold as pets are absolutely not to be bred at any time for any reason. Violation of this provision voids any and all guarantees on the dog purchased, and the seller will have full legal right to confiscate both the dog and the entire litter of puppies.

1. **Sellers Guarantees**

All dogs sold are guaranteed against crippling hip dysplasia, (HD) elbow dysplasia (ED) or shoulder dysplasia (OCD) for a period of 2 years. Dogs sold as pet quality are guaranteed to be free of joint problems that would prevent them from living a full, healthy life, as determined by a licensed veterinarian. If dog is found to be dysplastic, seller must be notified no later than 14 days from the date of the X-ray. Seller has the right to ask for a qualified second opinion.

Buyer agrees to follow sellers recommendations regarding best possible joint health.

**Buyer agrees to not overfeed puppy or allow dog to become overweight at any time! Allowing your dog to become even slightly overweight, as determined by a licensed veterinarian, at any time will void the health contract.**

If dog is diagnosed with a **proven hereditary** problem within the first 2 years, that is of enough severity to effect the dogs ability to live a full, healthy life, as determined by a licensed veterinarian, this will be covered by the guarantee.

Buyer is solely responsible for all vet bills incurred by buyer in determining whether a genetic condition may be present.

At no point and under no circumstance is seller liable for any vet bills incurred for any reason. All vet bills related to purchased dog are the sole responsibility of the buyer.

If, within the 2 year (age of dog, not purchase date) time frame, any condition meeting the above requirements is encountered, the puppy will be replaced, free of charge, with a puppy of the same sex from the next available litter.

*Buyer is not obligated to return dog to utilize our guarantee. (Buyer beware: many less than ethical breeders will put this clause in their paperwork to avoid having to abide by it)*

*Cherry eye is relatively common in the Cane Corso. It is a minor, inexpensive procedure to fix. We take steps to monitor it and keep the frequency as low as possible. Cherry eye is NOT covered by our guarantee.*

1. **Temperament guarantee**

Puppy is guaranteed to have a stable and non-dangerous temperament. Buyer understands that temperament is only partially genetic, and to utilize our guarantee, **the buyer must prove that the puppy was fully socialized, incorporated into the family home, and attended either a puppy kindergarten class or had sessions with a private trainer.** Because of the lack of an accredited “test” for bad temperament, to utilize our temperament guarantee, buyer must present 2 written statements. ONE by a CERTIFIED dog trainer, and a second by either another CERTIFIED trainer or a veterinarian stating that the dogs temperament is critically unstable in spite of socialization and training.

If dog meets above guidelines, a replacement puppy of the same sex will be provided from the next available litter.

1. **Buyer’s forfeiture of dog upon proof of abuse or neglect**

If buyer is convicted in a court of law of either animal abuse or neglect, dog will be returned to seller with no compensation. Seller may also pursue legal action if vet bills are needed. If buyer is a litigant in a pending case for animal abuse or neglect, animal will be returned to seller. If buyer is found innocent, a replacement puppy of the same sex will be provided.

1. **Sellers obligation to provide pictures and evaluation form**

Buyer is **contractually obligated** to send pictures of dog sold at 8 months and 18 months, and to complete the ***Puppy Evaluation Form*** at some point between 12-18 months old. Failure to follow these requests will result in voiding of guarantee.

*Note: as betterment breeders, it is extremely important for us to know how all of our puppies turn out. We carefully plan each litter in terms of pedigree/genetics, type, conformation, temperament, and health. Keeping in contact allows us to contribute to the continued preservation and improvement of the overall genetic heritage of this great breed. We know you are busy, but this means a lot.*

1. **Requirement of signed contract**

No puppy will be shipped to a buyer until a signed copy of this contract is received. (Photocopies and PDF scans are acceptable)

1. **Binding arbitration and waiver of jury trail**

Both buyer and seller agree that any and all legal claims including small claims, statutory and common law claims, be determined solely and exclusively by arbitration in accordance with the rules then obtaining under Montana law. Arbitration will 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 judgement thereon. The arbitrators shall not be permitted to access 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.

\_\_\_\_\_ (initial)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.

\_\_\_\_\_ (initial) Buyer agrees that binding arbitration is the sole remedy available.

\_\_\_\_\_ (initial) Buyer acknowledges that they have had the opportunity to negotiate the arbitration provision.

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Signature of buyer agreeing to binding arbitration Date

1. **Applicable law**

In the event of any legal dispute, Montana state law applies.

1. **Acts of a higher power**

Buyer understands that seller is not physically nor spiritually able to play god. As such, this guarantee is provided. Buyer acknowledges that breeding is an imperfect science with limited modes of control as to how genetics come together. Sellers guarantees are solely noted in this contract, and buyer agrees that at no time, for any reason, will seller provide additional compensation outside of this contract, either monetarily or otherwise.

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Lara Smith/Summer Drey, Grizzly Mtn Cane Corso Date

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Buyer(s) signed name Date

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Buyers(s) printed name Date