**Butterfly Ridge Mastiffs Puppy Contract and Health Guarantee**

**This is a binding contract and includes the parties herein:**

**BREEDER:** **BUYER:**

Butterfly Ridge Mastiffs Kennel Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Caley Booth Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1503 CR 602 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Berryville, AR 72616 City, St, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(870)423-7484 / (870)423-7666 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**butterflyridgemastiffs@yahoo.com** E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed: Mastiff

Sex: MALE / FEMALE

Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Full or Limited Registration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AKC Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Own: YES / NO

Price: \_\_\_\_\_\_\_\_\_\_\_

A non-refundable deposit of $300 will hold your puppy and the remaining balance is due by the time the puppy is 7 weeks old.

Transportation costs are non-refundable once scheduled.

**BREEDER'S RESPONSIBILITIES:**

Breeder agrees to provide the new owners after full payment with the following:

· Signed AKC Registration papers (Full or Limited)

· Record of vaccinations and deworming to date

· List of vaccinations and deworming needed in the immediate future

**Health Guarantees**

At the time of sale, Breeder believes the puppy is a healthy, sound, quality puppy that is current on all vaccinations. Puppies' health is guaranteed for 3 days after pick-up or shipment. We do not guarantee against Parvo, Corona, or Giardia after 3 days of purchase. Buyer agrees to have puppy examined by a licensed veterinarian of their choice within **5 days**. If the veterinarian detects a life threatening health issue that cannot be corrected or controlled by medication within that period, a replacement puppy of equal value, if one is available, will be given upon the return of puppy and registration papers. Shipping charges to and from for a replacement puppy will be at Buyer’s expense. Buyer must provide a written statement from the examining veterinarian detailing the health problem. If a puppy is determined to be suffering from an active parasitic infection within the first three days, Breeder will be required to compensate Buyer for just the medications prescribed by a licensed veterinarian for the treatment of said infection. Medications for illnesses that are common in puppies that are shipped will not be covered (eg. Kennel Cough, Coccidia, Giardia). If the Buyer fails to take the puppy to be examined by a licensed veterinarian or if the Buyer decides to keep the puppy after discovering a problem, the Breeder WILL NOT be responsible for any veterinary costs incurred. The Breeder has the right to have the puppy examined by a veterinarian of the Breeder's choice, at the Breeder's expense, for a second opinion.

Puppies’ eyes, heart, reproductive organs (if full registration), hips, and elbows are covered until the dog’s 2nd birthday. This only covers genetic defects, it does not cover situations out of the breeder’s control, including heart failure not related to an inherited condition. Guarantee does not cover problems from, but not limited to the following:

· Poor Nutrition

· Over supplementation

· Mistreatment

· Trauma

· Injury from jumping or falling

· Accidents not in the Breeders control

Should the puppy have any genetic deformity:

1. The buyer will alter the dog in question if it hasn’t already been done.
2. The breeder will replace the puppy with an equal quality/value puppy when one becomes available.
3. The buyer is responsible for any shipping costs of the new puppy.
4. If the dog dies then the buyer MUST obtain a necropsy by a licensed veterinarian and submit the findings to the breeder.

The Breeder has the right to seek a second opinion by a veterinarian of choice. If any disputes arise as to the cause or validity of the injury, both parties agree to select a third mutually agreed upon veterinarian specialist in the diagnosed problem to resolve the dispute. Expense for such specialist consultation will be split evenly between the Buyer and Breeder.

Recognizing the unique nutritional requirement of the breed, this guarantee shall be null and void if the dog has not been fed a high quality dog food or has been given calcium or vitamin supplementation of any kind that has not been first agreed upon between Breeder and Buyer in writing, even if recommended by a veterinarian.

**BUYER’S RESPONSIBILITES:**

**All puppies that are sold with Limited AKC Registration must be spayed or neutered, without ever being bred, BETWEEN the ages of 18 months and 24 months. DO NOT alter your dog before the age of 18 months!!!**

**Altering too soon interferes with growth and increases the chance of osteosarcoma and osteoarthritis. Altering females too soon can cause spay incontinence and altering males too soon increases the chance of prostate cancer.**

Buyer **MUST** provide proof of spaying or neutering to breeder. Buyer may bring any puppy sold with limited registration back to the breeder for re-evaluation before altering, to see if it may be deemed a show prospect and upgraded to full registration (for an additional fee).

**IF A PUPPY IS SOLD WITH LIMITED REGISTRATION AND IS BRED AT ANY TIME THEN THE HEALTH GUARANTEE BECOMES NULL AND VOID.**

**IF THE BUYER FAILS TO ALTER THE DOG AT THE SPECIFIED TIMES THEN THE HEALTH GUARANTEE BECOMES NULL AND VOID.**

**\_\_\_\_\_Please initial to confirm that you understand and agree to the terms of the spay/neuter agreement.**

**Co-Owning with the breeder:**

* The breeder retains all breeding rights.
* You may not breed the dog without the breeder’s full knowledge and consent.
* You must show the dog at least twice a year.
* You may not spay or neuter the dog without the breeder’s consent.
* You may not sell or give away the dog without the breeder’s consent.
* If you wish at any time to own the dog outright and have the breeder sign off of the dog’s papers then you will be required to pay a fee. This is contingent upon agreement with the breeder.

**Rules for Purchasing Full Registration Puppies:**

**Females:**

For the protection of the breed, health and well being of this Mastiff bitch, and the protection of the Mastiff population, the Buyer hereby agrees:

Not to breed this Mastiff more than 4 times unless a breeding does not produce a litter, the litter results in only one live puppy, or a litter is stillborn. You may not breed this bitch more than twice in an 18 month period (you may breed her for two successive heats but not three successive heats). This clause includes accidental breeding.

This Mastiff will not be bred before 18 months of age (22 months is recommended) nor after her sixth (6th) birthday. It is recommended for the health of your bitch to spay her after she is done breeding. This is to prevent a serious life-threatening condition called pyometra.

The owner shall never breed this bitch to anything other than a respectable specimen of her own breed, always keeping in mind the betterment of the breed, always striving to improve the breed and to reduce genetic faults. **Buyer is encouraged to seek assistance and advice from breeder, before mating takes place, to insure the quality of the puppies.**

The Buyer agrees to not knowingly sell or give away offspring of this mastiff to any known puppy mill, broker, or pet shop; nor produce puppies for the same. Neither shall it be allowed to produce litters for the purpose of producing stock for laboratory experimentation.

UNDER NO CIRCUMSTANCES IS THIS BITCH TO BE USED FOR CROSS BREEDING/DESIGNER BREEDING!

**Males:**

For the protection of the breed, the health and well being of this Mastiff dog, and the protection of the Mastiff population, the Buyer hereby agrees:

The Breeder reserves Stud Rights to males bred by us for bitches of our choice for the purpose of keeping our bloodline available. This shall be after said dog reaches 12 months of age.  It shall be the responsibility of the Breeder to bring the breeding bitch to the male Mastiff or pay to have the semen drawn and shipped and all expenses concerning the breeding shall be the Breeder's responsibility.

The Buyer shall never breed this Mastiff to any other than a respectable specimen of his own breed, always keeping in mind the betterment of the breed, always striving to improve the breed and to reduce genetic faults. **Buyer is encouraged to seek assistance and advice from breeder, before mating takes place, to insure the quality of the puppies.**

The Buyer agrees to not knowingly breed this dog to any known puppy mill, broker, or pet shop bitches; nor be used to sire litters for the purpose of producing puppies for the same. Neither shall it be allowed to sire litters for the purpose of producing stock for laboratory experimentation. It shall be the stud dog owner responsibility to check the reputability of the bitch owner before breeding takes place. Should question arise as to the reputability of the bitch owner, the Buyer will not breed this Mastiff to the bitch.

If you choose to stud your dog to an outside bitch, a negative brucellosis test no older than 7 days should be required of the bitch owner.

UNDER NO CIRCUMSTANCES IS THIS STUD TO BE USED FOR CROSS BREEDING/DESIGNER BREEDING!

**Naming Your Puppy and Registering Your Puppy with AKC:**

You (the buyer) may choose the name of your puppy. Your puppy must be named with the prefix Butterfly Ridge. You may choose whatever name you wish to follow the prefix. Your chosen name must be less than 16 characters long. If you purchased a Limited Registration puppy, there will be a hole in the papers where I cut out the Full Registration code, you will only need one code to register your puppy with Limited Registration. If you purchased a Full Registration puppy, the papers will have two codes on them. Registering the puppy online is the easiest and fastest way to go. Remember to register them before their first birthday to avoid AKC late fees.

**If you decide to sell or give away your dog, you MUST give me first right of refusal, at NO cost to me. If I do not take the dog then you agree to have your dog spayed/neutered before it leaves your possession and you MUST contact me to tell me where you have placed the dog.**

**If this contract is breached in any way then the buyer shall pay the breeder up to $5,000 in damages done to the breeder, her kennel operation, and to the mastiff breed in general.**

This written agreement is a binding contract entered into the State of Arkansas and is the entire agreement between the buyer/customer and seller/breeder concerning the health conditions or loss of this puppy. Any litigation commenced shall take place in the state of Arkansas in Carroll County.

Please sign and mail this contract to Caley Booth at Butterfly Ridge Mastiffs at the address above. Print a copy for yourself and your records. Breeder will sign and date this contract upon receipt.

**BY SIGNING THIS CONTRACT YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS SET FORTH BY THE BREEDER.**

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Breeder’s Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer’s Signature Date