



DATE: _____
Litter: _____

Puppy Contract Agreement

This Sales Contract is made for a puppy, between Tina Frey (Breeder)

And **(PRINT NAME)** _____ Puppy buyer. The BREEDER AGREES to sell pup identified in contract for the purchase price of \$ _____ USD, Transportation/shipping and ear crop are paid separately by buyer. Puppies are only Registered under AKC. **No registration will be released or completed until contract has been returned to Cypress Arrow Kennels.*

Buyers Address: _____

Buyers Phone#: _____ Email: _____

Buyer's Signature: _____

Registration: **FULL Breeding Rights (Co-Owned)** _____ (Buyer Int)
(See Addendum)

PET/Companion (No Papers) _____ (Buyer Int)

Conditions of Sale

1. Breeder warrants that the above-described puppy/dog is being sold as purebred Cane Corso registerable with American Kennel Club (AKC) or any other dog registry accepting AKC. Any FULL registration papers will be provided to the buyer or registered/pre-paid by Cypress Arrow Cane Corso and mailed from AKC directly to you or the new owner once completed. If FULL registration is given/sold with this puppy, this dog is not to be used in any kind of cross breeding. It must only be bred to a pure bred, registered Cane Corso. Cypress Arrow Kennel name **MUST ALWAYS** be the initial/first name on the registration papers when registering the puppy and **CANNOT** be re-named without the breeder's permission. Some puppies sold as "PET", "Companions" or "Limited" are sold with NO registration papers depending on breeder's discretion. AKC "Limited" registration dogs are NOT to be bred nor registered full registration with any other organization.

2. Breeder warrants that the above-described puppy/dog is in good health and has received age appropriate vaccination(s) and worming(s). A veterinarian health certificate will be provided at time the puppy leaves the kennel (if required or for transporter). Buyer is suggested but not required to have a licensed veterinarian examine the pup within 10 business days after arrival or pickup. If the Buyer's veterinarian determines the general health of this dog is unsatisfactory, the Buyer may return the dog to the breeder within the first 14 days from pick up date (at the Buyer's expense) with a written statement from the examining veterinarian, and the Breeder will replace the dog. The Buyer should understand the replacement puppy will be of the same quality, though, not necessarily from the same sire and dam. The delivery costs (and/or ear cropping) of the replacement puppy will be the Buyer's responsibility.

Int: _____

This provision is valid only if the dog is in the same condition as when it left the breeder's kennel. If the puppy IS NOT returned within the first 14 days or if the buyer is accepts the health of the puppy and keeps, Cypress Arrow Kennel does not have to replace the dog and will not take any responsibility of any cost or expense associated with communicable diseases, ear cropping etc.. Cypress Arrow Kennel is NOT responsible for any veterinarian fees after the puppy leaves the premises.

3. In the event of sudden death of the puppy (within 14 days of purchase) the Buyer must notify the breeder immediately. A state license vet must perform an autopsy to determine death at the cost of the buyer and the result of the report then given to the breeder for review to determine if the cause was due to an inherited defect. The breeder has the right for a second opinion by their veterinarian. If agreed to a genetic defect, the breeder shall replace the puppy within 12 months and no guarantee on pairings, color or pick , only sex.

Genetic 24 month Guarantee

Cypress Arrow Kennel offers a 24 month health guarantee. The Breeder (Tina Frey) will guarantee purchaser that our dogs will be free from OFA “Severe” crippling Hip Dysplasia (non-injury or nutritional related) and from any form of Epilepsy from the date of birth of the dog to their 25th month of age. Once a veterinarian report is submitted to breeder and breeder's vet, the breeder will provide a replacement puppy with a comparable pedigree from a comparable litter. Size and color cannot be guaranteed upon replacement, **only sex**. This could be a lengthy process. Breeder will have the right to select the replacement puppy. You will not have to give your current puppy back to the breeder. The dog must be spayed or neutered and a veterinarian paper of proof must be sent back to the breeder prior to a replacement puppy to be considered. NO MONIES / DEPOSITS are refunded. In the unlikely event you suspect your dog to have "**severe**" hip dysplasia or confirmed idiotic epilepsy, the following procedures must be followed in order to qualify for the replacement.

DISCLOSURE

This guarantee does not cover coccidiosis, parasites, cherry eye, entropion or extropion, viral or bacterial infections, dermatoids, hypoglycemia, skin conditions, sickness, reproductive issues, Distemper, Coronavirus, Parvovirus, Kennel Cough, torn ACL, un-descended testicals, ear crop standing, ring worm, red mange, size, weight, eyes or any other disease /conformation issues not mentioned. Show or breeding prospects are not guaranteed in any litter.

Hip Dysplasia /Fatal Defect Replacement

1. If you suspect “Severe” Hip Dysplasia, immediately notify your veterinarian and arrange to have the dog’s hips x-rayed. You must have your dog’s hips x-rayed by or on 25 months of age (no later) but not before 16 months of age. This **guarantee is void** if Hip dysplasia is found after 25 months from the date of birth of the dog or if the dog has been bred prior to 25 months of age. The breeder does not guarantee the puppy will OFA certify or pass but only not be rated as "severe" hip dysplasia with OFA . We will guarantee Pennhip ratings must NOT show "**severe**" OA or DJD on either hip. We do not guarantee subluxation, elbows, eyes or patella certification passing. FOR BREEDING PROSPECTS: (We guarantee "**passing**" hip scores under the Breeding prospect addendum with Pennhip not >.62/.62 no moderate or severe for either hip)

2. If “SEVERE” Hip Dysplasia is detected by your veterinarian, a copy of the x-rays and scores must then be submitted to us for our veterinarian to review. In addition, a copy of the x-ray must be submitted to the OFA at your expense and the OFA must find the dog to be “Severely Dysplastic” or Pennhip showing "severe" OA or DJD for any hip.

Int: _____

3. The assessment provided by your veterinarian must state with certainty that the Hip Dysplasia is indeed hereditary (genetic) and not the result of improper care of your pet. Hip Dysplasia can also be caused by diet (overfeeding) and too much exercise at a young age. **MAINTAINING THIS PUPPY IN AN OVERWEIGHT CONDITION WILL AUTOMATICALLY VOID THIS GUARANTEE. THE SELLER WILL NOT BE RESPONSIBLE FOR ANY VETERINARIAN BILL INCURRED BY THIS DOG.** The Buyer further agrees to follow the Seller's recommended feeding program, and keep the dog from becoming overweight and keep the dog off of slippery surfaces and stairs as they are growing. **AT ANYTIME---THE BREEDER MUST BE CONTACTED AND CONSULTED BEFORE THE DOG IS TO BE EUTHANIZED OR SPAYED/NEUTERED FOR HIP DYSPLASIA or any other reasons.** FAILURE TO DO SO RENDERS THIS GUARANTEE NULL AND VOID AND NO REPLACEMENT PUPPY WILL BE GIVEN.

4. If the dog is found to have any life threatening defect that affects the dog's quality of life, a veterinarian report and statement must be submitted for our approved for a "**possible**" replacement puppy. We will guarantee a replacement WITHIN REASON of any life threatening congenital defect reviewed by our veterinarian. Death or injuries beyond the breeder's control are not guaranteed. We do not guarantee any puppies that have had or require cosmetic or Ortho surgery.

5. Before ANY puppy will be replaced, we have first option to take the dog. Your vet must provide a statement that says your dog has been spayed/neutered or needs to be euthanized. **BREEDER OFFERS ONLY ONE REPLACEMENT with no further guarantee.** Contact the Breeder PRIOR to spaying/neutering or euthanizing a dog or this contract is null and void. **This guarantee is also null and void if the dog has PRODUCED a LITTER prior to health testing or prior to 24 months of age.** All expenses involved in this agreement would be the buyer's responsibility.

6. Should the buyer of this puppy fail to comply with any of the terms of this agreement, upon court awarding decision of "BREACH OF CONTRACT" the buyer agrees to pay the breeder of the puppy up to \$10,000 and no less than \$2500 in compensatory damages and for damages to the Kennel reputation and mishandling/treatment of the purchased dog. For each breach, you will be responsible for ALL COST.

Buyer Agreement

1. Buyer agrees that if it becomes necessary to give away , sell or otherwise dispose of this puppy/dog, for ANY reason, buyer will notify BREEDER before taking such actions and the breeder has first rights to take the dog back without question; **BUYER AGREES NOT TO PLACE THE DOG IN ANY RESCUE ORGANIZATIONS, DOG POUNDS, PET STORES OR SHELTERS OF ANY KIND; BUYER WILL RETURN THE PUPPY TO THE BREEDER (Tina Frey) AT BUYERS EXPENSE -** Buyer agrees NOT to sell, lease, co-own, give or consign this puppy at any time (this includes family & friends). No monies are refunded back to the buyer after a surrender at any time. The breeder will take full responsibility of the puppy once the puppy/dog is surrendered or taken back and the buyer no longer has any rights to the dog whatsoever . The registration must be signed back over to the breeder or buyer must sign a supplemental transfer for AKC. The Buyer also AGREES that at anytime the breeder has all rights to do a home inspection and check on the puppy. The breeder has legal rights to take possession of the dog if for any reason the dog is suspected to be mistreated or suspected to be abused. This guarantees that the puppy will not go into the wrong home and be abused or allowed to harm others. If there should be a tragedy of the BUYER such as death or physical inability to care for this puppy/dog, then this puppy/dog is to be immediately surrendered to the BREEDER (unless other suitable arrangements are made in writing with the Breeder).

Int: _____

2. Buyer agrees that the puppy will reside in the home/property of the Buyer, and be provided with a good quality diet, and all age appropriate shots, and worming on regular schedule as detailed by the breeder. The buyer agrees to accept full responsibility for confining the dog to a suitable fenced yard, never chaining the dog, or excessively crating the dog, nor allowing the dog to roam free .

3. Buyer also agrees that this puppy/dog will not be used in the sport of dog fighting/combat of any type.

4. Basic obedience training and proper socialization is priority in sake of the puppy/dog and buyer agrees to invest monies and/or time into the training as often as possible. Breeder can help in finding a reputable trainers in your area if needed. **Basic obedience training is MANDATORY not optional** BEFORE the dog is 12 months old. If proof can not be made of training, a CGC is required.

5. If these commitments are not met and the safety of the dog is compromised, the dog will be removed from the buyer's premises and ownership revert back to the breeder with no refund to the buyer. This will also be sent in to AKC, ASPC and the local law enforcement for record.

6. Buyer agrees not to take training or health care advice from Google, nor Facebook nonqualified people... training and health care recommendations are only to be given by Breeder and/or qualified working/show trainers or individuals that have worked/shown with guardian breeds.

7. We Do Not guarantee temperament if buyer does not put in training, socialization, care and effort to raising their puppy. This includes obedience training from a certified trainer that have worked with guardian breeds.

8. BUYER agrees that should the BUYER(s) of this dog separate or divorce and an amicable solution for the dog cannot be reached and agreed to by both parties, ownership of the dog will revert to the BREEDER and the dog and registration papers shall be returned to the BREEDER within 7 days of the BREEDER's request for the dog to be returned.

9. BUYER agrees that should the BUYER become incarcerated, non-ambulatory for an extended period or die, ownership of the dog will revert to the BREEDER and the dog and registration papers shall be returned to the BREEDER within 14 days of the BREEDER's request for the dog to be returned.

10. BUYER agrees that in areas where Breed Specific Legislation is effective or becomes effective where the dog resides, the breeder has the right of immediate repossession at the owner's expense if the legislation would endanger the life of the dog or diminish the dog's quality of life.

11. Neither party shall have the right to assign or subcontract any part of its obligations under this agreement.

INDEMNIFICATION CLAUSE

HOLD HARMLESS AGREEMENTBUYER agrees to release and hold harmless BREEDER for all liability, damages, or injuries caused either directly or indirectly by the dog to any person, whether actual or legal or to any property, whether real or personal. Furthermore, BUYER assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by the dog, to any person, whether actual or legal or to any property, whether real or personal, after receiving and acknowledging delivery and repossession of the dog. Buyer(s) further agrees to indemnify or reimburse BREEDER because of any costs or expenses incurred by BREEDER because of any act of BUYER causing liability, damages, or injuries as set forth herein No other claims other than the provisions mentioned above shall be made.

Int: _____

ARBITRATION

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Rapides Parish Court located in Alexandria, Louisiana (whether contract is signed in state or out of state). If Breeder is forced to travel to another county, or state court Buyer agrees to pay all expense for travel, hotel accommodation, car rental, court fees, time off work/farm. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award because of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the animal breeding/conformation industry or legal experience required for arbitrator and shall include a written record of the arbitration. The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Defamation Clause

Buyer(s) agrees to refrain from any defamation, libel or slander, directly or indirectly. Buyer(s) agrees not to attack/criticize/make negative comments regarding Cypress Arrow Kennel and or its dogs, offspring, pedigree, owners, associate or partner publicly (on public forums, blogs, social networks etc.). Similarly, buyer agrees not to seek any outside advice from any individual person, forums, blogs, community groups or any social media in a way which brings bad name to Cypress Arrow Kennel, dogs, offspring, pedigrees, owners or any of its associate or partner. In case of breach of this clause, buyer agrees to pay \$2500 and up to \$10,000.00 to Cypress Arrow Kennel as damages per incident.

Confidentiality

The existence, nature, terms and conditions of this Agreement are strictly confidential and shall not be disclosed by Buyer in any manner or form, directly or indirectly, to any person or entity under any circumstances.

Further, Buyer shall not discuss, comment upon, disparage, or disclose any information, in any manner or form, directly or indirectly, to any person or entity, about:

- (1) The Breeder;
- (2) Cypress Arrow Kennel, Bloodlines, Dog's, Offspring, Affiliate, Puppy Buyers
- (3) Any aspect of Breeder business or operations; and
- (4) any aspect of transaction, show/working prospect purchase with Breeder.

Buyer shall not assist, or cooperate with, any other person or entity in committing any act which, if committed by Buyer, would constitute a violation of this section.

Int: _____

Any violation of this section shall be deemed a material breach of this Agreement by Buyer which will make contract null and void as well health guarantee, puppy replacement, etc.

VENUE, LAW AND ATTORNEY FEES

Violation of this contract damages the goodwill and reputation of the Breeder and the Cane Corso breed in general. Breach of any portion of this contract, in the opinion, of the BREEDER will result in repossession of this Cane Corso without reimbursement. Such repossession may be made by the BREEDER or his/her agent, at the cost of the Buyer and is done with the full permission of the Buyer regardless of the Cane Corso's location at the time of repossession. Buyer agrees to be responsible for and compensate BREEDER for any damages or liabilities incurred while repossessing this Cane Corso. Under no circumstances can dog be altered in anyway. Further any damages to BREEDER or to the Cane Corso protected under this contract could result in both civil damages and criminal liability for the Buyer.

BREEDER and Buyer hereby agree that any disputes that may arise because of this agreement/sale/purchase shall be resolved by mandatory binding arbitration. Buyer and BREEDER may mutually agree upon the selection of an arbitrator. If such an agreement is not possible, the dispute shall be resolved pursuant to the rules and procedures of the American Arbitration Association. The location of any such arbitration or legal proceedings shall be held; Rapides Parish Court located in Rapides Parish, Louisiana. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions shall continue in full force and effect and shall in no way be affected, impaired or invalidated. It is agreed that should any legal action result from breach of this contract, the party so breaking the agreement shall bear all legal costs, attorney's fees and expert's fees incurred by the prevailing party.

Further, regarding any breach or anticipated breach of this Sales Contract, Breeder shall, in addition to any other rights granted hereunder, have the right to seek an injunction from the court of competent jurisdiction to enforce the provisions of any paragraph herein. It is further agreed that any puppies produced because of any breeding conducted in violation of this sales contract, whether such breeding is described as planned, intentional, or accidental, conducted by natural or artificial means, shall NOT be registered by AKC or any other dog or animal registry. If the legal residence of the Buyer is not the State of Louisiana, this contract must be signed and notarized by the Buyer in the state of the Buyer's legal residence unless the Buyer takes delivery of the dog in Louisiana and signs this contract in front of Breeder or a designee. The laws of the State of Louisiana venue in Rapides Parish will govern all legal questions or disputes regarding this contract. Buyer(s) expressly waive all objections to jurisdiction and venue. In case of breach of contract, the buyer is to compensate the BREEDER for liquidated damages, expenses, legal fees, a \$2,500 (two thousand hundred dollars) per section breached. BREEDER'S maximum responsibility is limited to the purchase price of the dog. Any subsequent expenditure is the sole responsibility of the Buyer. The BREEDER neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the BREEDER and Buyer with respect to this sale.

Int: _____



CYPRESS ARROW
KENNELS

Cypress Arrow Kennels K9 Academy LLC

Cell: (318) 715-5812

Web: www.cypressarrow.com

Email: cypressarrow@aol.com

FULL BREEDING RIGHTS --- CONTRACT ADDENDUM

(Breeding Rights On Dogs/Bitches)

Breeder will Co-Own until following is met on any dog or bitch.

- The Dog cannot reproduce without minimum of Hip clearance (described below)
- 19+mths age before breeding
- Earned minimum of one of the following through AKC: **CGC, TT,CH, and/or recognized working title (Rally, Obedience, Agility, scent work, etc) AKC.org**

Buyer INT: _____

A show/breeding prospect puppy is a dog that meets AKC/FCI breed standards of coloration, type and free of disqualifying faults deemed by us at the time of sale to successfully compete in the conformation show ring. This is NOT a guarantee said dog/puppy will finish any or all applicable titles. "If Owner decided to pick against Breeders show/working recommendation Breeder will not guarantee Puppy as a show/working prospect, structure, temperament, ability or function."

Lack of Proper Socialization/Training, lack of or no communication, or Buyer miss represents themselves ...Breeder has a Right to take puppy back with no compensation paid to Buyer.

This puppy is NEVER to produce a litter without written permission from the BREEDER while under co-ownership. If the buyer breeds, attempts to breed or accidentally breeds, the dog/bitch, the Breeder has the right of immediate repossession of the dog/bitch or dog, including all papers, without any reimbursement, buyer will also owe the Breeder liquidated damages of \$2,500 per puppy born for breach of this contract, Every puppy that resulted from such a breeding would not be able to be registered and or any individual registration if contract is broken or stipulation are not honored.

Puppy cannot be Altered without Permission from the Breeder, Buyer cannot sign for litter registration without consent from Breeder/Co-owner in writing

MALES: Breeder will have opportunity and access to a dog throughout the dog's Lifetime to use/collect/store semen free of charge for Breeders owned or co-owned females. *Collection/delivery/AI cost responsibility of Breeder**** (If Buyer Refuses to allow breeder to use the dog....The dog becomes the property of Breeder and surrender within 24 hours, with all documentation, vet records, AKC titles, signed off registration with no compensation to the Buyer). All Stud services outside owned/co-owned females 100% funds go directly to Buyer; All Stud services must be approved by Breeder before mating occurs while under co-ownership.

PASSING HIP SCORES FOR BREEDINGS DOGS: Pennhips must NOT show "Moderate or Severe" OA/DJD and laxity must NOT be greater than .62/.62 on either hip. NO OFA prelims required.

Buyer Int: _____