

Peretti Cane Corso

Striving to breed dogs consistent to the standard

3yr written guarantee on all pups for hips and temperament

**Peretti Cane Corso
11 Morgan St.
Brockton, Ma. 02302**

Agreement to Purchase dog

This agreement is made between Peretti Cane Corso, 11 Morgan St. Brockton, Ma. 02302. Telephone: (781) 858-6824 the seller, and

Name:

Address:

Telephone:

Email:

Whereas Buyer desires to purchase and Seller agrees to sell Buyer the hereafter described dog upon the terms and conditions stated in this agreement. Now, therefore, it is mutually agreed between Seller and Buyer as follows:

1.) Description of Dog:

The dog sold pursuant to the terms of this agreement is as follows:

- A.) NAME:
- B.) SEX:
- C.) COLOR:
- D.) WHELPED:
- E.) SIRED BY:
- F.) DAM:

2.) Seller's Representations:

The following representations and conditions, which have been made initiated by Seller and Buyer, apply to the sale of the previously mentioned dog.

- A.) Buyer has 72 hours to have the dog examined by a licensed veterinarian, and to personally inspect the dog. Any claims must be made in writing within this time period. Buyer is completely satisfied with and waives any and all claims regarding said dog's conformation, disposition, and outward appearance.

- B.) The dog at the age of twelve months will not have developed any disqualifying show faults, according to the rules of the I.C.C.F for this breed.
- C.) The dog at the age of 36 months will not have debilitating (crippling) hip dysplasia from natural causes rather than mistreatment by Buyer.
- D.) Buyer agrees pursuant to the purchase of the puppy that the dog will be registered under the kennel name of the Seller.
- E.) As of the date of this agreement, the dog is in good health and free of communicable diseases.
- F.) Buyer assumes full responsibility for the dog pertaining to injury or damage to the person or property, once the dog leaves the Seller's premises.
- G.) In the event Buyer decided to sell the previously mentioned dog, Seller must be given first option of purchase.
- H.) _____

3.) Buyer's Exclusive Remedies Regarding Seller's Representation:

The remedies contained in the paragraph shall be Buyer's sole recourse in the event any question of the representations in the previous paragraph are not met.

Buyer is encouraged to have dog examined by a licensed veterinarian. Any claims regarding communicable diseases or the dog's general health at the time of the sale as represented in paragraph "E" of the proceeding paragraph must be made to Seller in writing, post marked no later than the 10th day following the date of this agreement. Any claims regarding disqualifying show faults or debilitating hip dysplasia as represented in subparagraph "B" and "C" of the preceding paragraph must be made to the seller in writing by Certified Mail postmarked before the dog's age deadline aforementioned. All claims shall be accompanied by a written statement from the Buyer's veterinarian, indicating dog's tattoo # , setting forth the specific problem concerning the dog. Upon the receipt of the Buyer's claim and veterinarian's statement, Seller and Buyer will make prompt arrangements within 10 days for return of the dog to the Seller's place of business. Buyer shall be solely responsible for taking good and responsible care of the dog until the Seller receives it. Costs and related expenses of returning the dog to the Seller's place of business shall be Buyer's sole obligation. Upon verification by Seller's veterinarian that the dog suffers from the problem claimed, Seller shall have the option of 30 days or,

- 2.) Replacing the dog with another one of equal value or,
- 3.) Sell Buyer a second dog at a reduced price, and let the Buyer retain first dog that was purchased, that developed a fault.
- 4.)-

4.) Amount and Payment of Purchase Price:

The purchase price for the dog described in paragraph 1 shall be \$_____.

The purchase price shall be paid as follows:

- A.) \$_____ paid to the Seller in upon execution of this agreement
- B.) \$_____ paid to the Seller in _____ equal monthly installments every month thereafter until paid in full.

Death, loss or destruction of the dog from any cause whatsoever, before the final payment has been received, shall not release the Buyer from further payments. In the event any payment is not received when due, the entire unpaid balance of the purchase price shall immediately become due. This agreement constitutes a chattel mortgage upon said dog and all other property of Buyer until all payments have been received. Buyer agrees that until the full purchase price is paid, the dog shall not be sold, assigned, mortgaged or removed out of the state _____ without first obtaining Seller's written consent. Seller shall have the right to repossess the dog from the Buyer in the event any payment is not received when due.

5.) Registration and Pedigree Papers:

The title of ownership and the right of registration of the dog sold under this agreement shall remain in the Seller's name or its assign until the Buyer has made full payment. Pedigree papers and a signed registration application will not be delivered by the Seller to Buyer's name until all payments have been made.

6.) Buyer's Duty to Care For Dog:

The Buyer agrees and binds himself at his own expense to take good and responsible care of the dog, feed and house the dog properly, control the dog's lead when off premises and to house and control the dog properly to avoid loss by theft, running away, or otherwise, and promptly give or secure the best attention to the physical welfare of the dog until the final payment has been made.

7.) Venue, Applicable Law and Attorney Fees:

This agreement is mutually stipulated to have been entered into at Plymouth County, Ma. regardless of where it is signed. Buyer and Seller agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall lie in Plymouth County, Ma, and that this agreement shall be interpreted in accordance with the laws of the state of Massachusetts.

In the event legal action is taken to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorney fees and costs.

8.) Invalidity:

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 effected, impaired or invalidated.

9.) Transferability:

This contract is limited between Seller and 1st Buyer. It is no transferable to a third party.

10.) Subsequent Expenditures:

Seller's maximum responsibility is limited to the purchase of the dog. Any subsequent expenditure is the sole responsibility of the Buyer.

11.) Any other agreements are invalid unless stated in writing in this agreement.

Dated: _____ **By:** _____
Seller- Peretti Cane Corso

By: _____
Buyer

The following medications and vaccinations have been administered: