

# Starfleet Mastiffs

## Show Potential Mastiff Puppy PURCHASE AGREEMENT

-----  
The above Kennel/individuals agree to SELL the following: a Show Potential English Mastiff Puppy, to be registered with the AKC, according to the following terms and conditions:

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Breeders Kevin Eedy and Lois Franchino a.k.a Starfleet Mastiffs and Buyer(s) \_\_\_\_\_, whereby possession of a Mastiff Puppy, hereby known as the Mastiff, puppy, mastiff puppy, dog, canine, or otherwise referred to in this contract, of show/breeding potential, Registration # \_\_\_\_\_, whelped on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Sire \_\_\_\_\_, REG # \_\_\_\_\_, out of Dam \_\_\_\_\_, REG # \_\_\_\_\_, will be delivered to the buyer for the purchase price of \$2,500 (Two Thousand Five Hundred Dollars) – **payable by cash or certified check to Kevin Eedy** upon agreement of the following conditions:

1. The prefix "STARFLEET" is required in permanently registering this canine with the AKC. Not using this prefix will render all guarantees provided in this contract null and void. The Buyer further agrees that the Breeder may choose to use "theme" names to name part of, or the entire litter, and as such, The Buyer agrees that the breeder retains the right to choose the registered name of the dog sold under this contract. The Breeder will consult with the Buyer if a "theme" name will be used, but the final decision will be at the discretion of the Breeder. The Buyer will retain the right to give the dog his or her "call" name, defined as the every-day name the dog will be known by, e.g., Kevin, Lois, Eleanor ect.
2. The Breeder/Seller certifies that the canine being sold under this contract is a purebred and must be registered with the AKC, and that the pedigree furnished is true and correct to the best of the Breeder's/Seller's knowledge.
3. The contracted canine is guaranteed to be in good health and free of communicable diseases at the time of sale.
4. The buyer must have the dog examined by a licensed and reputable Veterinarian within 72 hours of purchase – including a fecal examination. A full refund will be made to the buyer during this 72 hours for the return of the puppy that is found to be unsatisfactory and certified to be with any irregularities by a qualified Veterinary examination.
5. The Breeder has made every reasonable effort to reduce the risk of genetic health problems. The contracted canine is warranted to 2 years of age should any congenital defect arise causing extreme debilitating ill health or termination of life. This specifically excludes internal or external parasites that were not detected during the exam described in paragraph 4

above. If the condition of congenital defect causing extreme debilitating ill health is detected, the Breeder will refund Veterinary expenses up to the purchase price of the Mastiff. If termination of life is recommended by a licensed Veterinarian, the Seller will replace the Mastiff, or refund the price paid in full, **and this choice will be at the discretion of the Buyer. If either condition of this clause is met, the Breeder reserves the right to have a veterinarian of their choice give a second opinion at the Breeder's expense prior to any Veterinary actions other than diagnosis being taken by the Buyer.**

6. Also the canine is warranted should severe debilitating hip dysplasia or elbow dysplasia (Grade II or worse) be certified by the Orthopedic Foundation for Animals (OFA). This specifically excludes dysplasia cause by environmental factors or buyer mishandling. Should a defect be found, Buyer shall provide the Breeder with a veterinarian's certificate stating defect, x-rays and a full up to date medical history. The above-referenced veterinarian's certificate, x-rays and a full up to date medical history must be produced in writing to the Breeder **prior** to any surgical corrections being performed, and the Breeder reserves the right to have a veterinarian of their choice give a second opinion at the Breeder's expense **prior** to any surgical corrections being performed. Should the results be the same, the Buyer is:
  - a.) Entitled a replacement Mastiff of equal value with return of this Mastiff, or
  - b.) Keep this Mastiff and submit to the Breeder proof of spay/neuter surgery and may purchase another show/breeding potential Mastiff at the pet price, or
  - c.) Keep this Mastiff and submit to the Breeder proof of spay/neuter surgery, and receive ½ the purchase price of this dog in return to be used towards veterinary expenses.
7. All health guarantees contained in this contract will be null and void if the Mastiff has been bred.
8. No other guarantees are made by the Breeder.
9. The Buyer will maintain routine veterinary visits and vaccination protocols as recommended by his/her Veterinarian. As the Breeder recognizes alternative and holistic methods to traditional vaccination protocols, the Buyer may deviate from the veterinary recommended protocol upon express written consent of the Breeder.
10. Buyer also agrees to enroll this Mastiff in a dog obedience class, and/or a show handling/conformation class.
11. The buyer understands and acknowledges the responsibility of showing this puppy as express terms of this contract, and agrees to make a reasonable attempt to show the dog at AKC sanctioned conformation events with the intent to earn the title of AKC Champion.
12. If for any reason the Buyer cannot, or chooses not to retain ownership of the contracted canine, the canine must be returned to the Seller at the expense of the Buyer. The SELLER may waive this clause if a suitable home is found by the Buyer; but the Seller must be notified in writing of, and be in agreement with, the terms of the transfer.

- a.) It should be recognized that the Breeder has no desire to repossess any dog that he has sold or placed. The sole intent of the paragraph pertaining to re-homing is to protect the dog, and to prevent adverse situations such as "giving the dog to a friend who has a pen to keep the dog in".
13. The Buyer agrees to keep this Mastiff as a household pet, never to live in an outside kennel – or any other structure outside the home – or in the garage or basement, or chained, tied or tethered, or trained as a guard or attack dog. Care is to be taken when the Mastiff is on slippery surfaces or on or near stairs. Also, the Mastiff's weight is to be supervised throughout the life of the Mastiff.
- a.) The Buyer also agrees to take great care in monitoring the dog's activity level. Allowed to run and play unsupervised for prolonged periods of time can adversely affect joints and ligaments due to the rapid growth of a mastiff puppy.
14. The contracted canine must not be euthanized or put to death by any means without the written permission of the Seller. Exception to this clause is allowed in instances of severe injury, severe illness, complications arising from old age, or upon the expressed recommendation of a licensed Veterinarian. The intent here is to prevent unnecessary suffering of the dog.
15. For those canines contracted and sold with limited registration as a pet quality puppy, Buyer agrees that this dog is not to be bred under any circumstances. **In addition, neutering or spaying will be performed by the age of 30 months.**
16. This contract is non-transferable, and constitutes the full agreement of the parties. The Seller and buyer agree and understand that this is not an arbitrary contract. Violation of any part of this contract by the Buyer shall nullify all warranties provided by the Seller under the terms of this contract. Failure on the part of the Buyer to comply with this contract will render the Buyer liable to the Breeder for the cost thereof, including reasonable attorney fees and expenses, plus \$3,000 (Three Thousand Dollars) in liquidated damages for damages to the Breeders kennel name and reputation, and the Breeders time, trouble, and mental duress.
17. The Buyer and Breeder both agree that the venue and/or jurisdiction for any legal proceedings that arise from the result of this contract will be conducted in Clinton County Michigan.
18. The proper AKC papers are to be supplied to the Buyer, if available at the time of sale, or forwarded later within a reasonable amount of time after received by the AKC; or after the Buyer fulfills any applicable terms and/or special provisions that apply to this sale or transaction.

**The above terms and conditions of this contract are agreed to by both the Buyer and the Seller, as evidenced by their below signatures:**

Name(s) of Buyer:

---

---

Buyer's Phone Number:

---

Address of Buyer:

---

---

Driver's license #: \_\_\_\_\_

Signature of Buyer(s):

---

---

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

Signature of Breeder(s):

---

---

---

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

Address of Breeder:

8251 West Cutler Road, Dewitt, Mi 48820

Phone Number of Breeder:

517-626-2227