

# MYSTIC MOUNTAIN CANE CORSO

## PURCHASE AGREEMENT

Marion and Alicia Cobb, 8807 Robinson Road Dayton, Virginia 22821, transacting as Mystic Mountain Cane Corso, (hereafter known interchangeably as Breeder/Seller or Seller) agrees to sell to:

*Name:*

*Address:*

*Phone:*        *Email:*

(hereafter known as Buyer) agrees to purchase the Cane Corso puppy identified below, (hereafter identified as Puppy or the Puppy), subject to the following terms and conditions which shall be binding upon both parties:

### Puppy Information

Whelp Date: JANUARY 28, 2025

Sire Name: MYSTIC MTN CELLO H DI COLTS GUARDIANO

Registration Number: WS

Dame Name: MYSTIC MTN LETTI ME MAKE YOUR DAY

Registration Number: WS

Puppy Registration Number: WS

Microchip Number: 9560000

Color / SEX : BLACK / MALE

1. The purchase price for the puppy is \$ 2,800.00, TWO THOUSAND EIGHT HUNDRED (dollars) with Limited American Kennel Club (AKC) Registration as a Companion Animal. As such, the puppy can compete in a limited number of shows as designated by the AKC other than Confirmation Shows. Further, puppies produced by a puppy with Limited AKC Registration are not eligible for AKC registration absent conversion to Full AKC Registration if the puppy qualifies.

2. Full Breeding Rights for the puppy may be available for an additional cost of \$ \_\_\_\_\_ .00, PROVIDED HOWEVER, that the puppy meets the requirements set forth in the BREEDING RIGHTS ADDENDUM, attached hereto and incorporated by reference into this Agreement.

3. Although Breeder/Seller does not discourage nor advocate cropping of ears for puppies that will not compete in shows, as it is purely cosmetic in nature, such service is available for the puppy at an additional cost of \$ 675.00(SIX HUNDRED SEVENTY FIVE DOLLARS) if requested. Cropping will be performed by a licensed Doctor of Veterinary Medicine (DVM) selected by Breeder/Seller after payment of the fee set forth above in addition to the full purchase price of the puppy.

4. The puppy shall not be transferred to Buyer until it is at least 9 weeks old. As of the date of transfer, puppy shall have received all vaccinations and deworming appropriate for the puppy's age at such time as well as having a microchip installed for identification purposes. All health records for the puppy will be provided to the Buyer at the time of transfer along with the microchip identification and registration information. The first number listed on the microchip registration will always be Breeder/Seller.

5. Breeder/Seller shall provide all applicable American Kennel Club registration papers for the puppy including documentation of 3 generations of pedigree to Buyer at the time of transfer of the puppy.

6. Breeder/Seller does not and, in fact, cannot guarantee that the color of the puppy shall remain the same as when it was selected by Buyer nor at time of transfer. As puppies/dogs mature, their color will sometimes get lighter or darker.

7. **Health Guarantee and Euthanasia**-Breeder/Seller guarantees that the puppy you receive is in good health and free from any known contagious disease at time of purchase. Breeder/Seller gives this 2-year (24 month starting from whelp date) health guarantee against all severe life-threatening **genetic diseases** which include but are not limited to: crippling bilateral hip dysplasia; crippling bilateral elbow dysplasia; deafness; blindness; failure of heart, kidneys, liver, demodicosis. Conditions that are not life-threatening such as cherry eye, hooded vulva, coccidia, giardia, etc., are **not** covered by this guarantee nor are non-genetic conditions or ailments/impairments sustained after initial transfer of the puppy that are a result of injury, mistreatment or failure to follow the care guidelines set forth in this Agreement.

**A. Euthanasia-** If, within the timeframe set forth in this paragraph 7 above, your puppy develops severe life-threatening genetic diseases which include but are not limited to: crippling hip dysplasia; crippling elbow dysplasia; deafness; blindness; failure of heart, kidneys, liver, demodicosis, the following must occur as a condition precedent to the puppy being euthanized:

1. Buyer must notify Breeder/Seller within 24 hours of such diagnosis.
2. Buyer must show proof that supplements and Vitamins have been given from the date of this contract to the date of diagnosis. This can be done with receipts and labels that demonstrate supplements were purchased on a regular basis.
3. Buyer must submit x-rays and vet remarks to Breeder/Seller for evaluation from Breeder/Seller's vet.
4. Buyer must show proof of yearly exams and vaccination records of said dog.
5. Buyer must show vet records that prove the pup has maintained a healthy weight and not been overweight for extended lengths of time.
6. Buyer must not have neutered said puppy before the age of 2 years old
7. If euthanasia is suggested by Buyer's vet, the Breeder/Seller is to be contacted immediately by phone or email and **given actual acknowledged notice** prior to the puppy being euthanized.
  - a. Buyer shall promptly provide all medical records and necessary releases to enable Breeder/Seller to contact the regular treating veterinarian utilized by Buyer for the puppy and/or the veterinarian recommending euthanasia.
  - b. Buyer must give Breeder/Seller 24 hours from the time that all of the medical records and releases have been provided to Breeder/Seller to evaluate whether euthanasia is the best way to end suffering before the puppy is euthanized.

**B. Exercise of Guarantee-** If all criteria set forth in paragraph 7 A:1-7, have been met to Breeder/Seller's satisfaction or severe life-threatening genetic diseases which include but are not limited to: crippling hip dysplasia; crippling elbow dysplasia; deafness; blindness; failure of heart, kidneys, liver, demodicosis. has(ve) been confirmed by a veterinarian designated by Breeder/Seller which shall be undertaken at Buyer's sole expense, pursuant to this health guarantee, Breeder/Seller will, one time only, replace the

puppy with another of equal or greater value from a subsequent litter of Breeder/Seller's dogs if available subject to the following conditions:

1. This health guarantee is only available to the original Buyer who must be and have continuously been the actual titled owner of the puppy from the date of this Agreement. ***This remedy set for this in this health guarantee is not available to a subsequent title holder/owner.***
2. Buyer must exercise their rights under this guarantee within 2 years of the date that Breeder/Seller agrees that Buyer is entitled to a replacement puppy
3. Buyer's selection position from any subsequent litter shall be the same as from the original litter unless such position has already been assigned at the time Buyer exercises this health guarantee. In such case Buyer shall be assigned the next available number that had not already been designated.
4. The replacement puppy will be given to the Buyer without a separate contract. The remaining portion of the underlying contract will be in effect for the new puppy. This means that Health Guarantee herein will not be applicable to the replacement puppy. All other terms and conditions shall remain in full force and effect.

8. **As a material term/requirement of this contract,** Buyer agrees to give the puppy a happy and healthy home for the life of the puppy/dog. Buyer further specifically agrees that they will:

- A. Feed puppy a high-quality puppy food graduating to adult food as the puppy reaches maturity at around 18 months of age. Buyer further agrees to never feed a grain free kibble of any kind;
- B. Within 4 days of transfer of the puppy, have the puppy examined by a fully qualified DVM, including processing and evaluation of a stool sample and thereafter secure the services of same to care for and treat puppy throughout its life and provide proper medical care, annual exams, heartworm and parasite prevention and maintain all vaccinations required by law;
- C. Give the puppy appropriate vitamins and joint supplements as recommended by their DVM. Breeder/Seller recommends NuVet Plus and Nu Joint. These can only be purchased on-line or by phone (800) 474-7044 and with a code. The code for this litter is **699638**.
- D. Never strike or handle the puppy roughly, use harsh corrections, or keep the puppy on a chain for extended amounts of time.

- E. NEVER use the puppy/dog for dog fighting or illegal activity of any kind.
- F. Notify the Breeder/Seller of any change of address, phone number.
- G. Notify the Breeder/Seller immediately if the dog is lost or missing.
- H. Notify the Breeder/Seller of any serious injuries or death of the puppy.
- I. Buyer agrees to socialize and train the puppy to be a good companion. It is strongly suggested to go to a puppy training class. This will help you with basic obedience and help continue positive dog socialization.
- J. Buyer agrees not to over exercise or let the puppy jump from furniture while the puppy is young and growing rapidly. This alone can cause trauma to otherwise healthy joints. And will not show signs till later in life.
- K. Buyer further agrees to immediately surrender said puppy/dog back to the Breeder/Seller at no charge to the Breeder/Seller in the event of a breach of this paragraph 8.**

9. First Right of Refusal and Transferability of puppy subject to the terms of this agreement: In the event that Buyer elects to gift, sell, trade or otherwise relinquish physical or legal possession of the puppy, they must first provide Breeder/Seller with advance notice of not less than 30 days.

- A. During said 30-day period, Breeder/Seller shall have the right to have the puppy returned to them in exchange for \$1.00 due and payable from Breeder/Seller to Buyer at the time the puppy is returned to Breeder/Seller. Said return shall be effectuated within 5 days of Breeder/Seller exercising this First Right of Refusal. The cost of the return shall be at the expense of Buyer unless otherwise mutually agreed by Buyer and Breeder/Seller.
- B. In the event that Breeder/Seller does not elect to have the puppy returned to them, the puppy may only be transferred to a new owner who has been approved by Breeder/Seller and who acknowledges in writing that they take the puppy subject to the terms and conditions of this Agreement which they agree shall be fully binding upon them as if they were the original Buyer. Approval of the new owner shall not be unreasonably withheld.

**C. UNDER NO CIRCUMSTANCES SHALL THE PUPPY BE LEFT WITH A SHELTER OR DISCARDED OR TRANSFERRED IN SOME MANNER OTHER THAN AS SET FORTH ABOVE. IN THE EVENT OF A BREACH OF THIS PROVISION BY BUYER, BREEDER/SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES AGAINST BUYER IN THE AMOUNT OF \$5,000.00 WHICH SHALL BE SUBJECT TO ENTRY WITHOUT FURTHER NOTICE AS A CONFESSED JUDGMENT AGAINST BUYER AND IN FAVOR OF BREEDER/SELLER IN THE STATE COURT OF APPROPRIATE JURISDICTION IN ROCKINGHAM COUNTY, VIRGINIA. FURTHER, BREEDER/SELLER SHALL BE ENTITLED TO PAYMENT OF THEIR REASONABLE ATTORNEY FEES IN FILING SAID JUDGMENT FROM BUYER.**

Buyer's consent to this specific provision set forth in this paragraph 9 C is hereby separately affirmed by their signature below. Buyer acknowledges that this term is fair and reasonable and that they have had reasonable opportunity to review this with counsel of their choosing prior to execution and further that same is their knowing and voluntary act or deed.

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

10. Should any legal dispute arise because of this agreement both parties should put forth their best efforts to resolve the matter before intervention of the judicial system. In the event that they are unable to resolve the matter amicably jurisdiction over this matter shall rest exclusively in Rockingham County, Virginia.

11. Should Breeder/Seller retain counsel for the purpose of enforcing or preventing a breach of any provision hereof, including but not limited to, instituting any action or proceeding to enforce any provision hereof, for damages by reason of any breach of any provision hereof, for a declaration of such parties' rights or obligations hereunder, or for any judicial remedy, or if a Breeder/Seller successfully defends against an alleged breach of any provision, or any request for judicial remedy, or the rescission of this Agreement, then Breeder/Seller shall be entitled to be reimbursed by Buyer for all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees, expert fees and other reasonable costs for the services rendered whether by litigation, settlement or compromise, provided that Breeder/Seller shall provide the Buyer written notice of the alleged breach or default and opportunity to cure at least ten (10) calendar days prior to instituting enforcement measures.

12. A modification, waiver, or novation of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

13. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or different nature.

14. If any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect unless the part found or held to be unenforceable causes a substantial change in the basic intentions and bargain of the parties.

15. This Agreement contains the final and entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings of, by, or between the parties, whether oral or written, express or otherwise, other than those expressly set forth herein. This Agreement shall be interpreted consistent only with the plain meaning of its express terms; no promises, conditions, or undertakings whatsoever are implied. In consideration of the covenants and agreements contained herein, the parties do hereby cancel, nullify and invalidate any and all prior agreements that have not yet been carried out or fulfilled as to the subject matter covered in this Agreement.

16. Except as otherwise stated herein, all of the provisions of this Agreement shall be binding upon the respective heirs, next of kin, personal representatives, and administrators of the parties.

17. This Agreement shall be construed in accordance with the laws of the State of Virginia in effect at the time of the execution of this Agreement.

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Signature of Breeder/Seller Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Buyer Date \_\_\_\_\_