

**PURCHASE AND SALES AGREEMENT**

***Von Schiedel's English Mastiffs***

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The following agreement is between (*Von Schiedel's English Mastiffs*),  
Here after referred to as "Breeder" and \_\_\_\_\_,  
Hereafter referred to as "Buyer" for the sale and purchase of one purebred dog of the Old  
English Mastiff breed.

Mastiff puppy, Reg# \_\_\_\_\_,

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

AKC NAME: Von Schiedel's \_\_\_\_\_

Microchip # \_\_\_\_\_

Whelped on 1-7-2010

by

Sire: Von Schiedel's Sherman Tank "Cowboy"

AKC# WS16413102

Dam: Von Schiedel's Pistol Packin Mama "Pistol"

AKC# WS11877111

D.O.B.2-29-08

Will become the property of the Buyer in flesh as well as title upon the fulfillment of the  
following conditions:

- A. \*\*\*Purchase price of \_\_\_\_\_ paid by the Buyer to the Breeder  
A non-refundable deposit, of \_\_\_\_\_  
Will be been made on \_\_\_\_\_  
Form of Payment- Cash Wal-mart Money Graham

When time the balance of the purchase price,  
\$\_\_\_\_.00 must be paid in full to ship puppy.

PAYMENT MAY BE PAID IN Cash, Direct Deposit to Bank Account, Wal-Mart Money  
Graham, or Western Union

- B. Transportation costs, if any, will be paid by the Buyer.  
Transportation costs must be prepaid before shipping at least 48 hours before  
departure, preferably on prescheduled shipping dates.  
(Airline cargo charges, transport to airport expenses,  
vet check w, fecal sample, and shipping kennel )  
It is further agreed by both parties that:

### **A. Use of the Dog:**

It is agreed between Breeder and Buyer that this dog is being acquired as a family companion dog or for a working dog to be used for tasks appropriate to its breed such as therapy dog, dog pulling, search & rescue or for exhibition in AKC conformation, Obedience and agility competition.

Buyer agrees that the dog is not purchased for resale nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation. Specifically it will not be used as an attack dog, or to hunt, or fight other animals.

The Buyer agrees that he/she will not sell, transfer ownership or possession of the puppy or any of his/her Progeny to any person or organization whose intent it is to resell (pet store), trade, or give away the dog, or use it in any experiments, laboratory or otherwise or to use it as breeding stock for a puppy mill.

### **B. Health:**

The Breeder warrants the dog has been examined by a veterinarian and to be in excellent health and free from parasites at the time of purchase/pickup, but has not made and does not now make any further warranties as to the puppy's condition after pickup. It is the Buyers responsibility to prevent illness and injury by providing necessary booster vaccinations, veterinary care, nutrition, fresh water, shelter and supervision.

Further, the Breeder warrants that the puppies' descendants' hips and elbows have been X-Rayed and evaluated by the Orthopedic Foundation for Animals (OFA).

Both parents are free of PRA either by testing or via parentage.

It is recommended by the Breeder that the Buyer take the puppy to a Veterinarian of his/her choice and gives three days in which to do so. If, within those three days, a veterinarian finds the puppy to be unsound, unhealthy, or possessing a serious genetic defect, a statement in writing must be provided by that veterinarian documenting said condition for Breeders' veterinarian to review. Upon confirmation from Breeders' vet of said condition, Buyer may return the puppy, registration and all of his/her effects to the Breeder for a replacement puppy of the same value from the next available litter. All precautions have been made to insure that this puppy is in excellent health at the time of purchase including vaccinations at 8 weeks of age and deworming on a regular basis.

(2, 4, 6 and 8 weeks of age, using Pyrantel Paomate.)

It is recommended that additional vaccinations be given at 12 weeks, 6 month & 1 year. Additionally, male show dogs have been checked and verification has been made that both testicles have descended at the time of pickup. Accidents can happen with new puppy dogs, however, this contract does not cover testicle trauma after the puppy goes to his new home.

Additional Health Guarantee:

### **C. Registration:**

The Breeder certifies that the dog is eligible for registration under the Regulations of the American Kennel Club as a purebred Mastiff and will provide the proper forms or computer transaction code for such a registration. Buyer agrees that the Breeder's kennel name prefix Von Schiedel's English Mastiffs will be at the beginning/end of the puppies Registered name on the Registration certificate

### **D. Ownership Responsibilities:**

The Buyer agrees to maintain the dog in a humane environment and properly train and care for it. Specifically the dog will be properly licensed and Inoculated against rabies, distemper, parvovirus, and other communicable diseases as recommended by a qualified veterinarian. The dog will not be allowed to roam and will be socialized and obedience trained appropriately. The Buyer agrees that this puppy will not be raised on slippery surfaces, or allowed to bound up and down stairs, rough-house with larger dogs, jump down from heights or out of cars, etc, as this type of activity contributes to the breakdown of joints and growing bones, dislocation of shoulders, hips and damaged elbows. If the puppy is exposed to these activities before 2 years old it nullifies any guarantees'

The Buyer further agrees that the puppy's weight will be under strict supervision until the dog reaches his/her second birthday. It is far better to have the dog slightly underweight than overweight, because excess weight contributes to structural breakdown of the dog.

Buyer also agrees nothing will be given to the dog that would encourage rapid growth; including steroids, nutritional supplements, holistic foods or corn based other than Iams

Large Breed Puppy, and anything that promotes rapid weight gain. A high quality, Puppy food specifically **Iams Large Breed Puppy** until the dog is at least 1 year of age.

Feeding any other diet other than will void any guarantees made to the buyer in this contract. ( I have 30 years of experience with nutrition in dogs and have learned the hard way what works and what does not I do not feel obligated to guarantee any puppy that is not fed correctly)

**Buyer understands that they are required to send photos of standing side view, sitting and standing front and back views as well as weight and height at the withers every 3 months for first two years, and every 6 months for the life of the dog, so we may monitor the offspring to continue to produce the best stock possible.**

### **E. Spay & Neutering:**

Bitches which are purchased as family companions and dogs which are judged not to be of show and breeding quality may be spayed or neutered when they near maturity if the owner desires to do this. 12 months for bitches and 18 months for dogs.

(Neutering dogs earlier than 12 months negatively affects growth and development)

### **F. "Show Quality" Dogs:**

The Breeders will use their best judgment and the advice of other fanciers in evaluating the puppies as to show or pet quality. There is no guarantee that a puppy evaluated as "Show Quality" will be successful in the show ring as an adult and no warranties are made to that effect. The Breeder encourages owners to participate in the sport of purebred dogs and will assist Buyers with advise in preparing and showing dogs, which are evaluated to be of show quality. The breeder also has no control over the breeding potential of any puppy as an adult and makes no guarantee as to the success of this animal as breeding stock.

**G. Right of Recovery/Placement:**

In the event that the Buyers are unable to keep the dog or provide an appropriate home in accordance with this agreement, the dog with its title/registration will not be transferred to any person or organization other than the Breeder, whether by sale, gift, loan or otherwise, unless agreed to by the Breeder in writing. Buyers agree to notify the Breeder if any such contingency arises and will not abandon the dog to a shelter or sell or give the dog away. If dog is found to have been sold or given

away without Breeders knowledge and said breeder discovers this, Breeder will take legal action and original Buyer of the dog will be responsible for all legal expenses incurred. The Breeder wishes to ensure that this dog is always in a place where he/she will be properly cared for. Please initial, \_\_\_\_\_ this acknowledges you have read the Iams

and MCAO information links on our site, info on training, health, & FAQ's. \_\_\_\_\_

Buyer agrees that he/she has read and understands the terms and conditions of this contract fully. This contract is under the jurisdiction of the state of Indiana, in the county

of Hancock. It is agreed the place of venue shall be in Hancock County, Indiana. Any breach of this contract could be detrimental to the name and reputation of the breeder/seller and the breeder/seller will be entitled to 5 times the purchase price of the puppy including but not limited to attorneys fees, court cost, any and all expenses acquired and (or)the puppy back. All other states and counties are asked to please accept this contract as legally binding and enforceable.

**LIMITATION OF LIABILITY.**

In no event will Breeder be liable for any incidental or consequential damages including, without limitations, loss of profit and claims of third parties, however caused. All questions concerning the validity, operation, interpretation and construction of this Agreement shall be governed by and

Determined in accordance with the laws of the State of Indiana. In the event that any one or more provisions contained in this Agreement should, for any reason, be held to be unenforceable in any respect under the laws of any state or of the United States, unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed

as if such unenforceable provisions had not been contained herein.

This contract is designed to protect the Mastiff and its future offspring, the Breeder and the Buyer of said Mastiff. By signing, all parties agree to all clauses of this contract.

Agreed to (date) \_\_\_\_\_

BREEDER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE/ E-MAIL/WEB PAGE: \_\_\_\_\_

\_\_\_\_\_