

# COUNTRY ACRES GREAT DANES

337-692-1985

## **PURCHASE CONTRACT**

### **TERMS AND CONDITIONS REQUIRED FOR PURCHASE:**

Buyer Name \_\_\_\_\_ hereafter referred to as "Buyer".

Country Acres Great Danes, hereafter referred to as "Breeder", certifies that they are the legal owners and have good lawful authority to sell the dog listed above. Breeder also certifies: the dog will/has received its Health Certification in accordance with Louisiana law, at the time of the sale the dog is healthy, and gives no indication of any future health issues.

Once this contract is signed and the puppy is sent home, the Breeder is not liable for any damages done by the dog to any person or property.

Breeder will guarantee Buyer's dog's health against congenital defects which have a directly negative/ fatal effect on the dog's quality of life for up to 24 months (2yrs) from the date of birth i.e., Severe hip dysplasia, heart murmur, deafness or blindness. **PLEASE SEE LIST BELOW FOR DETAILS.**

- Defects such as cherry eye, skin allergies, cow hocking, demodectic mange, any auto immune disorder or nutritional disorder, any disorders that are not life threatening or that do not have a major detrimental effect on the quality of life of the dog, are not covered by the guarantee.
- Breeder does not guarantee against hypoglycemia or any other common problems such as diarrhea, wormy stool, giardia, coccidiosis, ear mites, external parasites, stress due to shipping or the new home, etc.
- The Breeder reserves the right to request a second opinion by a veterinarian/specialist of our choice if a major genetic flaw is said to be found. All veterinary expenses remain the sole responsibility of the Buyer including any fees incurred from further testing with a specialist.
- The Buyer does retain the option to return the original dog to Breeder or to keep the animal.
- Any claim of genetic fault needs to be in writing from a licensed veterinarian and accompanied by proof of proper veterinary care over the time period that Buyer has had said dog. If a defect is found to be genetic and life threatening or if the very unlikely event of puppy's death a necropsy must be performed at Buyer's expense to confirm cause of death as being hereditary or congenital. If found to be covered under this contract, Buyer has the option of returning puppy and all paperwork at Buyer's expense and a replacement puppy of equal value will be given as soon as one becomes available. If Buyer chooses to keep puppy no replacement will be given.
- The Health guarantee is null and void if the dog is not seen by a licensed veterinarian for a basic check up within 72 hours from the date of pick up.
- Proof of care over the life of the dog by a licensed DVM must be shown in writing for any claims against the guarantee. Basic yearly vaccines (Rabies, distemper, and parvovirus) and written proof of them by a licensed DVM are required to uphold the health guarantee. The health guarantee is null and void if proof is not provided to Breeder. -If sold on limited registration (spay/neuter contract), proof of alteration from a licensed DVM must be sent to Breeder by one month (30 days) after the alteration date listed in the contract or the health guarantee will be null and void.
- If diagnosed with hip dysplasia by a veterinarian the dog will need to be seen by a specialist for further evaluation to determine whether the dysplasia is likely caused by the lifestyle of the dog Breeder will not be held liable. The Buyer is responsible for all veterinary expenses and the cost of the testing that is required by the specialist. (The same would apply to "wobblers", HOD, mega-esophagus and any other disease where scientifically we do not know the direct cause of the illness and research says it may or may not be due to genetic flaw)

Buyer's Initials \_\_\_\_\_

-Breeder requires puppy Buyer's to check in online or by phone 4 times a year for the first 2 years of the puppy's life. (Photographs are required so that Breeder can access the growth of the pup) If more than **three months** pass with no contact the health guarantee will be null and void.

-Breeder requires that Buyer feeds said puppy a certain diet that is recommended specifically for Great Dane puppies. Buyer can cripple said puppy and cause severe health and growth issues by feeding the wrong food. Giant breed puppies require a certain balance of protein, calcium, and phosphorous to grow properly. Breeder realizes that all puppies are different and some Buyer's means to purchase the food Breeder feeds is not always an option, so Breeder gives Buyer guidelines which Buyer needs to stay within, and a list of food Breeder recommends. Puppies are not to be fed any food containing over 26% protein, over 1.5% calcium, over 1.2% phosphorous. Also over feeding is a main cause in growth related issues in Great Danes. Never give calcium supplements or vitamins containing calcium. Buyer must keep all of Buyer's food receipts or proof of what Buyer is feeding. Buyer is to NEVER feed said puppy grain free food as studies have shown it is the leading cause of heart disease. If Buyer chooses to feed a food that does not fall within Breeder's recommended guidelines, Buyer's health guarantee will be null and void.

Buyer's Initials \_\_\_\_\_

If at any time Breeder terminates the breeding program, Breeder will honor all contracts for up to 3 months beyond the date of our termination. Buyer will be notified in writing of Breeder's intent to close if Buyer keeps an up to date address on file with Breeder at all times. The three-month grace period will not extend any written guarantees stated in any dog's contract. After the three-month grace period all health guarantees would be null and void.

The Buyer agrees that if their circumstances change and they need to surrender the dog that they will return the dog to the Breeder. **The puppy may not be transferred or sold or placed into any other contractual arrangement by the Buyer to a third party under any circumstances** without written consent from the Breeder. The Buyer shall never abandon this dog to a shelter, sell it to a research center or sell/transfer to a pet shop or persons contemplating breeding for sales to commercial distributors or resellers of animals. If it is found that Buyer transferred ownership of the dog, in anyway, without written approval from Breeder, Buyer will surrender the dog immediately and pay to the Breeder \$500.00 for breach of contract.

Buyer's Initials \_\_\_\_\_

The Buyer agrees to keep the Great Dane as an inside pet only. The Buyer understands that Great Danes do not have the emotional/psychological capability to live as an outside pet. If it is found that Buyer has placed Buyer's Great Dane outside to remain as an outside pet, Buyer will surrender the dog immediately to the Breeder for breach of contract.

Buyer's Initials \_\_\_\_\_

The Buyer agrees to send updated pictures of the Great Dane every 3 months to ensure the Great Dane is healthy and in a healthy environment. The Buyer understands they must communicate with the Breeder. If Buyer, refuses to communicate or send updates to Breeder, at any time, Buyer will surrender the dog immediately to the Breeder for breach of contract.

Buyer's Initials \_\_\_\_\_

**ALTERATION (SPAY/NEUTER) SECTION**

This contract states that the dog listed herein is being sold as a pet only. This means that the dog will be altered and that it will not be in any way used for the purpose of breeding. The Buyer agrees that the dog will be altered by 24 months from the date of birth. Females may not be spayed and males may not be neutered prior to 16 months of age (Unless deemed medically necessary by a licensed veterinarian). If puppy is altered before 16 months without written proof from licensed veterinarian and approved by Breeder the health guarantee will be null and void. Voiding the health guarantee due to early sterilization in no way voids the remainder of this contract. Once Breeder has seen proof in writing from a licensed DVM, Breeder will mail Buyer the registration paperwork. If no proof of alteration is sent to Breeder by the dog's second birthday no registration papers will be provided. If Seller is found to have bred the dog in question at any time without written approval from the Breeder, ownership of the dog and any puppies produced will revert back to the Breeder, and Buyer shall pay a fee of \$1,000.00 for each breach of contract. A fine of \$1,000 will be charged if proof of alteration is not presented to the Breeder by 24 months of age.

Buyer's Initials \_\_\_\_\_

Alteration Due Date: \_\_\_\_\_

Breeder Waived: \_\_\_\_\_ (If waived the contract will be signed and a Full Rights contract will be included)

Buyer, further agrees that under no circumstance shall Buyer and/or anyone on Buyer's behalf verbally slander, produce written libel or cyber libel including photographs or complaints about Breeder, said puppy or said breeding program in any public forum, or social networking site without prior permission from Breeder.

Buyer's Initials \_\_\_\_\_

**NO REFUNDS OF DEPOSITS AND PAYMENTS**

Breeder has a No Refund Policy. Payments and deposits are nonrefundable regardless of type made e.g., wires, money orders, direct cash payments, etc. Deposits and payments are not refundable, if the Buyer backs out of the purchase or does not continue with purchase for any reason, including but not limited to: Buyer changing mind, failure to pick up puppy, refusal of delivery, death or emergency in family, landlord issues, failing to pay in full, missed payments. Breeder does not offer a cooling off period. Once a release date from Breeder has been given via text, email or by contract, and Breeder does not hear from Buyer for a period of 7 consecutive days past that date, Buyer forfeits ownership of the puppy to Breeder and all funds received to date. Puppy will be placed back for sale. Also, failure to make a payment on time will give Buyer a 3-day grace period, and once that 3-day grace period ends without payment, Buyer will forfeit money paid including puppy.

Buyer's Initials \_\_\_\_\_

It is further understood that there are no warranties, either expressed or implied to the Buyer except as set forth in this contract. By signing this contract, Buyer agrees and accepts all terms and conditions listed and implemented in this contract; and agrees that any questions concerning these terms have been answered to Buyer's satisfaction.

Both parties, Breeder and Buyer, recognize St. Landry Parish, Louisiana as the jurisdiction in which this contract was created. As such should any disputes arise which cannot be amicably resolved between the two parties, the Breeder and the Buyer, agree that any court proceedings will take place in St. Landry Parish, Louisiana. The Buyer is responsible for any and all court fees and costs assessed during the resolution of any dispute.

Buyer Name \_\_\_\_\_

Buyer Address \_\_\_\_\_

\_\_\_\_\_

Buyer Phone # \_\_\_\_\_

Buyer Email \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Buyer

\_\_\_\_\_ Date \_\_\_\_\_  
Country Acres Great Danes, Breeder