

**EL RIACHUELO DOGO ARGENTINO
PUPPY CONTRACT**

This agreement is entered into on the _____ day of _____ of _____ between Wendy Perez and El Riachuelo Dogo Argentino (hereafter referred to as “Breeder”) and _____ (hereafter referred to as “Buyer” for the purchase of the Dogo Argentino Detailed Below (hereafter referred to as “puppy”, “dog”, or “bitch”).

BUYER INFORMATION:

Full legal name:

Street Address:

City, State, Zip:

County:

Phone #1:

Phone #2:

Email Address:

PUPPY INFORMATION:

AKC Registered name:

AKC Registration number:

Collar color/Microchip number:

Call Name:

Sire’s Name:

Dam’s Name:

Date of Birth:

Gender:

Color:

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TERMS OF CONTRACT AND REGISTRATION POLICIES:

1. The aforementioned Puppy is being sold as a family member first and foremost and the Buyer agrees to provide for it as a member of the family.
2. The buyer agrees to purchase the Puppy at the price of \$ USD
3. The buyer agrees to purchase the Puppy described above under the following warranties and conditions. NO OTHER WARRANTIES OR CONDITIONS ARE EXPRESSED OR IMPLIED.
4. Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract

INITIALS OF BUYER _____

5. Contract/warranties are only between the Breeder and original Buyer, not a third party.
6. Said puppy is sold with:
_____ LIMITED (Companion/Pet NO BREEDING RIGHTS) AKC Registration. Buyer agrees to never breed this dog. Breeder prefers and encourages the use of sterilization procedures in which hormone producing organs are left intact such as vasectomy (males) or tubal ligation / uterus removal / leave ovaries (females). This may be done any time after 6 months. If the buyer chooses the spay/neuter option, buyer understands that spaying/neutering has been linked to higher rates of orthopedic issues and cancer. Due to this, females and males may not be spayed/neutered until after 18 months. Spaying or neutering this Dogo Argentino prior to age stated above will void the warranties or obligations of breeder outlined in this contract. If Buyer chooses to leave this dog intact, Buyer understands and agrees that if this dog produces offspring, Buyer will pay a \$5,000 fine to breeder and must spay or neuter said dog. For AKC registration purposes, the breeder reserves the right to remain on the Puppy's AKC registration papers as a co-owner to ensure the terms of this agreement are met. In the event the Puppy develops into a show/breeding prospect, the Buyer and Breeder will revisit the Puppy's registration at that time and any change to the Puppy's registration will be at the sole discretion of the Breeder and subject to terms in the Breeder's "Show and Breeding Addendum" in effect at that time
_____ FULL (Show/Breeding Prospect) AKC registration. Please refer to "Show and Breeding Addendum" for all the terms and conditions that the Buyer needs to agree to that shall be a part of this contract.
7. The Puppy is sold with ears cropped at the Buyer's expense, current vaccinations, and a microchip. Puppies not reserved before 6 weeks of age will have ears cropped and price of the puppy will reflect procedure.
8. The puppy is to be registered with the AKC and may NOT be registered by the Buyer with any other registry. Breeder's name "Riachuelo" must appear in the dog's name. Buyer shall not have the name "Riachuelo" removed from the name of an already registered Puppy. Breeder shall remain on said Puppy's AKC registration for the life of the puppy. Buyer shall not remove Breeder from the AKC registration of the Puppy.
9. The Puppy is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

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10. The Puppy has been implanted with a microchip that has already been registered for the Puppy's life with AKC Reunite program. The Breeder has been listed as the primary contact and the buyer shall be listed as the secondary contact for the life of the Puppy. The Buyer shall not tamper with or remove the microchip, nor attempt to make changes to the contact information registered to the microchip.

Buyer's initials attesting they have read "Terms of contract and Registration Policies" and agree to the conditions herein: _____

VETERINARIAN EXAMINATION:

1. Breeder warrants the puppy is health and free of all fatal communicable diseases, with the exception of parasites, to the best of the Breeder's knowledge at the time of the sale and has been checked by a veterinarian.
2. Buyer has 3 business days from the date of pick up from the Breeder's home or delivery by an authorized Breeder Representative, to have said Puppy examined by a state licensed veterinarian that the Puppy is in good health.
3. If Buyer does not take said Puppy to a veterinarian within the specified 3 business days time frame, the Buyer cannot return the Puppy due to any illness and the health portion of this contract is considered null and void.
4. Buyer will not take Puppy to any public places or let the Puppy interact with any other dog(s), unless that dog lives in the same household, until the vet check is performed.
5. If a serious health problem is noted during the above examination, Breeder must receive a written statement from the Buyer's veterinarian within 7 days of examination. Upon verification by our veterinarian of stated health problem, Puppy must be returned to us within 3 working days. When available, an equitable replacement will be available to Buyer. The Breeder is NOT responsible for any veterinary bills resulting from the Buyer's Examination or veterinary treatment of the puppy at any time after the Puppy has been turned over to the Buyer.

Buyer's initials attesting they have read the "Veterinarian Examination" portion and agree to the conditions herein: _____

NUTRITION, VACCINATIONS, AND VETERINARY CARE:

1. The Puppy is up to date on vaccinations and worming at the time the Buyer receives the Puppy. Included in your puppy paperwork is a record that lists exact dates and what type of vaccinations and parasite treatments were given. We Suggest finding a veterinarian prior to the Puppy coming home.
2. We highly suggest running titers yearly prior to revaccinating. There are significant health risks associated with yearly vaccinations. If you do not do titers, ask your veterinarian for 3-year rabies. You are your dog's medical advocate.
3. The health portion of this contract is null and void if the Puppy is seen or treated by a veterinarian affiliated with or working for Banfield or VCA Network.

Initials of buyer: _____

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4. Buyer agrees to follow all local, state, and federal laws concerning canine vaccinations.
5. The breeder is NOT responsible for any communicable diseases or reactions from vaccinations.
6. The buyer agrees to provide veterinary care when needed.
7. The breeder is not responsible for any health problems associated with Bravecto, Trifexis, Ivermectin or Acepromazine but does recommend their use if the dog will be hunted or kept outdoors for long periods.
8. The Buyer agrees by signing this contract to give the Breeder full permission and authorization to speak to, request documents, disclose and release, without restriction, all said Puppy's health information and medical records regarding any past, present, or future medical condition from any veterinarian or technician who has treated this Puppy at any time.
9. The Buyer agrees to feed either a balanced raw diet or premium quality Kibble for the life of the dog. A list of high-quality kibble has been included with your puppy paperwork.
10. The Buyer will NOT feed any kind of puppy kibble after 16 weeks of age. At 16 weeks of age, the Puppy is to be fed a large breed adult or all life stages kibble.
11. Under no circumstances does the Breeder grant cash refunds or accept any liability for medical expenses, veterinarian fees, shipping costs, or any other expenses related to the care of the Puppy.
12. The Buyer agrees that they will not euthanize the Puppy except in the case of the Puppy's terminal illness, terminal injury and/or old age accompanied by pain and suffering. In the case euthanasia becomes necessary, a licensed veterinarian must perform it. Other methods may only be used if fatal injury occurs during a hunt and the dog will not reach a veterinarian. The Buyer agrees to notify the Breeder if euthanasia becomes necessary.

Buyer's initials attesting they have read the "Nutrition, Vaccinations, and Veterinary Care" portion and agree to the conditions herein: _____

TEMPERAMENT:

1. Puppy temperament issues are covered by the breeder for up to 16 weeks after the Puppy is in possession of the Buyer. The Breeder accepts NO liability for temperament issues that occur after this time. If the Puppy exhibits behaviors that are abnormal for the Dogo Argentino breed in the allotted time, the Puppy is to be returned to the Breeder immediately. The Breeder will evaluate the Puppy and if it is determined that the Puppy does have a temperament issue, when available, an equitable replacement will be available to Buyer. However, if the Breeder determines that the Buyer was unable or refused to follow the Breeder's advice for socialization and training, the Puppy will NOT be replaced, and any monies paid to the Breeder will be forfeit.
2. The Buyer agrees to attend a Puppy kindergarten class and/or a beginner puppy obedience class with the Puppy or the temperament portion of this contract is null and void. Copies of obtained certificates can be emailed for verification of completion.

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3. If the Breeder determines that the Buyer was unable or refused to follow the Breeder's advice regarding environmental requirements, including but not limited to proper socialization, training and/or proper containment for a Dogo Argentino, the Puppy will not be replaced, and any monies paid to the Breeder will be forfeit.

Buyer's initials attesting they have read the "Temperament" portion and agree to the conditions herein: _____

HEALTH WARRANTY

Health warranty is for the lifetime of the puppy. It covers any of the following that lowers the quality of life: non-injury related crippling bilateral hip dysplasia, non-injury related crippling bilateral elbow dysplasia, severe heart defect and epilepsy. If any of the conditions outlined above are present the Breeder guarantees that, when available, an equitable replacement will be available to Buyer. The replacement may or may not come from the next available litter. There is only one replacement Puppy per warranty and the health warranty is not transferable to the replacement Puppy.

PennHip evaluations and results, reporting DJD, are required if the replacement is due to non-injury related bilateral hip dysplasia. A copy of the official PennHip report, along with a copy of the radiographs to verify proper positioning in a large enough electronic file format to be able to see radiographs clearly, must be submitted to the Breeder. Accidents or injury(ies) that may have caused this condition do not qualify for a replacement Puppy. If the Puppy has been bred, health warranty is void.

1. Buyer assumes full responsibility for the transportation charges (costs) of the replacement puppy to their home or to return the Puppy to the Breeder.
2. The Puppy will not be required to be returned in cases of health replacements. However, the Buyer will be required at the buyer's expense spay or neuter the Puppy and provide proof of such to keep the Puppy.
3. The Breeder reserves the right to an in-house examination of the Buyer's home either by the Breeder or Breeder's designee before the Puppy is replaced.
4. The Breeder reserves the right to have the Puppy examined by a veterinarian of the Breeder's choice for a second opinion at the Breeder's expense before the Puppy is replaced. The Breeder's veterinarian must agree with the diagnosis and severity of such diagnosis or replacement will not be made.
5. If the Puppy was kept at an unhealthy weight, as determined by the veterinarian or medical records, during the first 3 years of life then the health warranty is considered void.
6. In the event that the Puppy is bred, the health warranty becomes null and void.
7. Health warranty do not include torsion, bloat, pyometra, cryptorchidism, demodex mange, dermoid, fertility etc.
8. Under NO circumstance does the Breeder grant cash refunds or accept any liability for medical expenses, veterinary fees, shipping costs, or any other expenses related to the care of the Buyer's Puppy.

9. Replacements are made when a suitable puppy becomes available. The Breeder

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gives NO guarantee as to the time frame.

10. If the Breeder determines that the Buyer was unable or refused to follow the Breeder's advice regarding environmental requirements, including but not limited to proper socialization, training, and/or proper containment for a Dogo Argentino, the Puppy will not be replaced, and any monies paid to the Breeder will be forfeit.

Please note that all the Breeder's breeding dogs' hips are evaluated by OFA or Pennhip, either with preliminary or official ratings, before breeding. The Breeder also performs other types of health testing as posted on OFA.org and the breeder's website. Proof of testing is always available to the Buyer. Performing health testing does not guarantee that the Puppy will be exempt from hip or any other types of health problem. Genetics are extremely unpredictable. The Buyer needs to be aware that although the Breeder strives to produce puppies free of health problems, sometimes it happens regardless of all the fail-safes put in place. Please consider health insurance on your Puppy.

Buyer's initials attesting they have read the "Health Warranty" portion and agree to the conditions herein: _____

COSMETIC

1. The breeder does not guarantee and / or warranty a certain size, height or weight that this puppy will grow into.
2. The Breeder will not replace the Puppy or contribute to the payment of medical bills due to cosmetic and / or minor defects common to the Dogo Argentino breed such as but not limited: non-erect ears, missing teeth, incorrect bite, demodex mange, dermoid, etc.
3. If the Puppy's ears are not fully standing at the age of 4 months (or after teething) the Breeder suggests that the buyer has the Puppy's ears taped up by a licensed veterinarian or the Breeder.

Buyer's initials attesting they have read the "Cosmetic" portion and agree to the conditions herein: _____

LIVING ARRANGEMENTS, WELFARE, & RESERVATION OF RIGHTS:

1. The Buyer shall provide a 6ft fenced yard and / or electric fence (not invisible fence) or acreage sufficient for safety, unless previously discussed during the interview process. If a fenced enclosure is not available, the Buyer agrees to leash walk the Puppy. At no point is the Puppy to be kept chained, tethered, or allowed to roam free.
2. The Buyer agrees that a crate inside the house is not to be used as primary containment. Significant health and temperament issues are closely associated with excessive crating of puppies. Excessive crating is generally 5 to 6 hours at a time, with the exception of bedtime. The crate should provide enough room for the Puppy to turn around and lay down comfortably.
3. The Puppy has been trained to accept Dremel nail care. The buyer will continue to Dremel the Puppy's nails as needed (usually 10 to 14 days) for the life of the puppy to ensure nail health. Long nail growth has been associated with arthritic feet in dogs.
4. The Breeder strongly opposes dog parks and encourages the Buyer to avoid visiting

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dog parks with the Puppy due to safety and health concerns.

5. The Puppy will NOT be used as an attack dog. This does not include performance sports under proper supervision and guidance, which include bite work. Proper supervision and guidance refers to an individual who is qualified by certification to be an instructor, has substantial experience in his/her profession and is fairly familiar with the Dogo Argentino Breed. Please note the Breeder strongly advises against this type of work for the Dogo Argentino.

6. Under no circumstances will this Puppy ride in the back or bed of a pick-up truck, except when transported within a properly secured wire or steel crate or dog box.

7. The Buyer understands that extensive exercise before the dog is 18 months of age and structurally mature is strictly PROHIBITED. Prolonged jogging and running on hard surfaces cause stress to undeveloped joints.

8. The Buyer agrees to provide adequate covered shelter with proper ventilation and / or air conditioning and fresh, clean water at all times.

9. The breeder reserves the right to enforce this contract in order to protect the welfare of the Puppy. The Buyer expressly grants permission for the Breeder or the Breeder's designee(s) to visit the Buyer's home to verify the welfare of the dog.

10. The buyer expressly agrees that the Breeder may repossess the Puppy upon any evidence of neglect and / or abuse or upon any breach of this agreement at no expense to the Breeder and with NO refund of monies to the Buyer. If the Breeder does ask for the Puppy to be returned to the Breeder due to neglect and / or abuse, the Puppy shall be returned within 24 hours. Neglect is any action that may bring unnecessary pain and suffering (inadequate food, water, shelter; tormenting or mutilating the Puppy).

11. Should the Breeder need to seek legal action against the Buyer for violation of this agreement, the Buyer hereby agrees to assume any and all attorney costs, court fees and other legal fees incurred in the process of enforcing this contract or of repossessing the Puppy. Any placement costs, maintenance costs, boarding, medical and associated miscellaneous costs such as but not limited to, retraining, socialization, etc., related to the repossession of this Puppy will be the responsibility of the Buyer.

12. The Buyer expressly agrees that any court proceeding regarding this Puppy take place in the state and county which the Breeder resides.

Buyer's initials attesting they have read the "Living Arrangements, Welfare & Reservation of Rights" portion and agree to the conditions herein: _____

UPDATES, PHOTOGRAPHS, NON-DISPARAGEMENT AND NOTIFICATIONS:

1. The Buyer agrees that the Breeder may use any photos and updated particulars of qualifying awards or successes in any future advertising. The photos you send may be used on our website to give other buyers an idea of what we produce.

2. If the Buyer moves from the address stated above, the Buyer shall, within 30 days of the address change, provide the new address and telephone number to the Breeder.

3. The Buyer understands that the Breeder is entitled to make follow-up visits and / or phone calls to ascertain that all the covenants and clauses of this agreement are being satisfied and to verify the well-being of the Puppy. The Buyer further understands and agrees that the Breeder reserves the right to reclaim the Puppy if any portion of contract is breached or if the Breeder discovers falsification of any information provided to the

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Breeder on the Puppy Application or any and all verbal and or written correspondence.

4. The buyer agrees to initiate no action that is intended to cause harm, assumed to harm and / or disparages the Breeder's reputation(s) and could lead to unwanted or unfavorable publicity to the Breeder. The Includes but it not limited to defamation of character, slanderous or libelous actions and the negative direct or indirect use of any social media such as Facebook, Twitter, Instagram, LinkedIn, Google+, online forums, etc. For purposes of the section, "disparage" shall mean any negative statement, whether written or oral, about the Breeder. The Buyer agrees and acknowledges that this non-disparagement provision is a material term of this contract, the absences of which would have resulted in the Breeder refusing to enter this contract.

Buyer's initials attesting they have read the "Updates, Photographs, Non-disparagement and Notifications" portion and agree to the conditions herein: _____

LIABILITY

1. The Buyer agrees to hold harmless the Breeder for any and all liability, damages or injuries either directly or indirectly cause by the Puppy to any person, whether actual or legal or to any property, whether real or personal.
2. The Buyer assumes full liability, implied or actual, for any damages or injuries where physical or personal, after receiving and acknowledging delivery and possession of said Puppy.
3. The buyer agrees to indemnify or reimburse the Breeder as a result of any costs or expenses incurred by the Breeder as a result of any act of the Buyer causing liability damages or injuries set forth herein.

Buyer's initials attesting they have read the "Liability" portion and agree to the conditions herein: _____

The Buyer understands that the Breeder Breeds for the betterment and preservation of the Dogo Argentino breed. The Breeder always retains puppies for exhibition and working. Although parents have been health tested and compete, the Breeder generally only sells puppies on companion contracts with Limited AKC registration. Guardian homes will only be considered in special circumstances. All breeding stock are available for viewing and the Breeder welcomes visits by appointment only. The Breeder reserves the right to refuse visitation and / or the sale of a puppy to anyone for any reason.

The Buyer represents that all family members have agrees to the purchase of this Puppy and that all family members will adhere to the terms of this contract. The Buyer further represents they have never been subject to legal action for the cruelty or neglect of animals, regardless of the outcome of that legal action. The Buyer further represents that they have never owned an animal, which has been confiscated by animal control or any humane organization for violations of state or local animal control regulations or animal purchase agreements.

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The Buyer agrees that, from the date of this contract, the Buyer assumes full financial responsibility for this Puppy, including but not limited to, all feeding, grooming, boarding and veterinary care that may be required.

The Buyer and Breeder agree that the laws of Polk County and the State of Florida shall govern this agreement, or wherever the Breeder resides. The Buyer shall pay for any and all legal expenses incurred by the Breeder to enforce the terms of this contract. In any and all cases the full value or replacements or damages to the Buyer shall only be the purchase price of the Puppy.

Unless this contract is signed either by hand or electronically and returned to the Breeder all warranties are null and void.

We, the undersigned, have read this contract and had ample time and discuss, have had any questions answered and so understand and agree to its terms and conditions. The written terms of this contract constitute the entire agreement between Buyer and Breeder. No other written, verbal, or implied statements or promises, documents, or writings shall have any effect on this contract unless whereas states in the above or attached addendums.

Upon signing below, both Buyer and Breeder agree to all the terms stated in this contract. If signing by hand, Buyer's signature(s) need to be notarized.

Buyer's Signature(s)

_____ Date: _____

_____ Date: _____

Breeder's Signature

_____ Date: _____