

# California Cane Corso – Contract/Guarantee

Please take the time to read through this agreement in its entirety. We also welcome your comments and/or suggestions. The purpose of this Agreement is to:

- establish a clear understanding that describes the duties and expectations of both the breeder and purchaser to achieve a mutually beneficial relationship,
- ensure a sound future for all California Cane Corso puppies by providing responsible ownership guidelines to the purchaser, and to
- better the breed by implementing strict-but-sensible breeding requirements.

The parties in this Agreement are "Robert G. Souza Jr. & Leilani M. Souza – California Cane Corso" (hereafter referred to as "Breeder") and " \_\_\_\_\_", (hereafter referred to as "Purchaser") and "California's \_\_\_\_\_" (hereafter referred to as "Puppy").

This Agreement is divided in the following sections:

1. Puppy Information
2. Health
3. Temperament
4. Terms of Purchase
5. Ownership Terms
6. Legal Terms
7. Addenda and Attachments

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## 1. PUPPY INFORMATION

### a. Name

- i. California's \_\_\_\_\_

(1) The breeder reserves the right to affix the kennel name "California's" as a prefix to the Puppy's registered name.

### b. Sex

- i. Male/female

### c. Color/Markings

- i. Fawn with black mask/Formentino with grey mask

### d. Whelp Date

- i. January 20, 2004

### e. Type (pre-marked with a printed "X" – handwritten marks are unacceptable)

- i. \_\_\_ Pet Quality
- ii. \_\_\_ Show Quality      \_\_\_ 1<sup>st</sup> pick
- iii. \_\_\_ Breed Quality
- iv. \_\_\_ Work Quality

### f. Sire

- i. Romeo del Morgan, formentino/grey mask, born 10/31/2001

(1) Pedigree Information

(a) ENCI L.I.R. 02/48545 (Italian FCI-recognized registry)

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- (b) FCPR W3.573 (Puerto Rican FCI-recognized registry)
- (c) AKC-FSS WS06523501 (American Kennel Club–Foundation Stock Service)
- (d) ICCF 0400137 (International Cane Corso Federation)
- (2) Official Hip Score
  - (a) OFA-Good, COR-147G25M-PI
- (3) Parents
  - (a) Sire: Curgan di Vercellese, black, official hip score: HD-1
  - (b) Dam: Morgana di Guerrini, fawn, official hip score: HD-2
- g. Dam
  - i. Arianna “Giulietta” da Crocicchia, fawn/black mask, born 10/15/2001
    - (1) Pedigree Information
      - (a) ENCI L.I.R. 02/33306 (Italian FCI-recognized registry)
      - (b) FCPR RI-W3.574 (Puerto Rican FCI-recognized registry)
      - (c) AKC-FSS WS06523401 (American Kennel Club–Foundation Stock Service)
      - (d) ICCF 0400138 (International Cane Corso Federation)
    - (2) Official Hip Score
      - (a) OFA-Good, COR-141G24F-PI
    - (3) Parents
      - (a) Sire: Multi Ch. Simon di Toselli, fawn, official hip score: HD-1
      - (b) Dam: Giada de Santis, fawn, official hip score: HD-1
  - h. Registration Information – The Cane Corso is classified as a rare breed in the United States and does not carry AKC (American Kennel Club) registration. However, it is recognized by the FCI (Fédération Cynologique Internationale, the world canine organization). Although both the Sire and Dam have FCI-recognized ENCI (Ente Nazionale Cinofilia Italiana, the Italian kennel club and member of the FCI) pedigrees, only puppies born in Italy can obtain ENCI pedigrees. In the United States of America, a dog with an FCI-recognized pedigree can dual register with FCPR (Federación Canófila de Puerto Rico, the Puerto Rican kennel club) to be able to register their litters with FCPR. Both the sire and dam are registered with FCPR, as well as AKC-FSS.
    - i. The Breeder certifies that the Puppy is eligible for registration under the Regulations of the FCPR (Federación Canófila de Puerto Rico, the Puerto Rican kennel club) as a purebred Cane Corso and will provide the proper forms for FCPR registration of the Puppy.
    - ii. The Breeder certifies that the Puppy is eligible for registration under the Regulations of the AKC-FSS (American Kennel Club–Foundation Stock Service) as a purebred Cane Corso and will provide the proper forms for AKC-FSS registration of the Puppy.

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- iii. The Breeder certifies that the Puppy is eligible for registration under the Regulations of the ICCF (International Cane Corso Federations) as a purebred Cane Corso and will provide the proper forms for ICCF registration of the Puppy.
- iv. If the Puppy is purchased as a pet, registration papers will be released to the Purchaser:
  - (1) upon Breeder’s receipt of veterinary documentation that the Puppy has been spayed/neutered, provided at the Purchaser’s expense, or
  - (2) upon execution of a contract upgrade to show and breed quality.

### 2. HEALTH

- a. The Breeder warrants the dog to be in good health and free from parasites as of the time of sale. Furthermore, the Breeder warrants that both the sire and dam’s hips have been x-rayed and evaluated by the Orthopedic Foundation for Animals (OFA) in the United States and have been found to be of the grade of “Good” or better by the OFA and are free of canine hip dysplasia. ***The Breeder acknowledges no known history of severe hip dysplasia, entropion/ectropion, cherry eye, epilepsy or mange in the sire, dam, their parents or any of their littermates.*** However, there have been instances of cherry eye and entropion/ectropion in puppies that have Multi Ch. Simon bloodlines in both parents (this Puppy will have only one parent from Simon).
- b. The Breeder shall have the Puppy examined by a licensed veterinarian as near as feasible to the pickup or shipping date and determined to be free of disease or injury. Should the Puppy not be free of disease or injury, the Breeder shall notify the Purchaser and pickup or shipping shall be delayed until any health problem is resolved. The Purchaser shall also receive a vaccine/worming record with their pup, and is advised by the Breeder that the Puppy will continue to be susceptible to communicable diseases (such as parvovirus) until all vaccinations are completed at 16 weeks of age.
- c. The Breeder strongly encourages the Purchaser to have the dog seen by a veterinarian of Purchaser’s choice within 72 hours of picking up the Puppy. The Puppy may be returned to Breeder at Purchaser’s expense for any reason within the 72 hours following pick-up. The Purchaser will be entitled to a full refund of the original purchase price provided that the Puppy:
  - i. remains free of disease or injury
  - ii. is issued a health certificate by Purchaser’s veterinarian
  - iii. all items issued by the Breeder are returned to the Breeder (crate and all documents related to the Puppy, such as health records) at Purchaser’s expense
- d. The Breeder warrants that if the Puppy should be afflicted with any hereditary or genetic disorder of the hips, elbows, eyes, or heart in which euthanization is recommended by at least two veterinarians (one selected by the Purchaser and the other selected by the Breeder) due to the inability for the Puppy to lead a pain-free life (such as severe, crippling hip dysplasia), the Breeder will refund the purchase price subject to the following conditions:
  - i. Purchaser notifies Breeder within 7 days after such condition is diagnosed and no later than the Puppy reaching 30 months of age.

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- ii. Purchaser provides Breeder with full veterinary documentation of the inherited genetic disease.
- iii. The Puppy must not have been bred if a female or must not have allowed to sire a litter if a male.
- iv. The Puppy must have been maintained in good physical condition with good muscle tone through proper exercise, diet, and not allowed to become overweight.
- v. The Puppy has received proper immunizations and monthly heart worm preventative, documented by veterinary health records.

If all of the above conditions have been satisfied, the Purchaser may exercise one of the following options at the Purchaser's discretion:

- i. the Breeder will provide a replacement dog of similar quality at no charge, (shipping costs to be split equally between the Breeder and Purchaser), or
  - ii. if the Purchaser does not want a replacement dog from the Breeder, the Breeder shall refund the purchase price of the dog (original price minus spay/neuter rebate, if applicable).
- e. Following are several medical conditions common in the Cane Corso breed including descriptions and their specific guarantees:
- i. Dysplasia (From The Merck Veterinary Manual, 8<sup>th</sup> edition)

### (1) Definitions

(a) "Hip dysplasia is a multifactorial abnormal development of the coxofemoral joint in large dogs that is characterized by joint laxity and subsequent degenerative joint disease. Excessive growth, exercise, nutrition, and hereditary factors affect the occurrence of hip dysplasia. The pathophysiologic basis for hip dysplasia is a disparity between hip joint muscle mass and rapid bone development. As a result, coxofemoral joint laxity or instability develops and subsequently leads to degenerative joint changes, e.g., acetabular bone sclerosis, osteophytosis, thickened femoral neck, joint capsule fibrosis, and subluxation or luxation of the femoral head.

(b) Elbow dysplasia is a generalized incongruity of the elbow joint in young, large, rapidly growing dogs that is related to abnormal bone growth, joint stresses, or cartilage development. One or more of the following lesions may be present in the joint: an Ununited Anconeal Process of the ulna (UAP), Fragmentation of the medial Coronoid Process of the ulna (FCP), and Osteochondrosis (OCD) of the medial aspect of the humeral condyle. Radiographic grading of dysplastic elbow joints is being performed by the Orthopedic Foundation for Animals in the USA and is Scandinavian and European kennel clubs."

(2) Guarantee – The Breeder guarantees the Puppy to be free of severe, crippling dysplasia until the Puppy reaches 30 months of age, if all of the following conditions have been met:

(a) The Puppy has been kept slim (documented by veterinarian health records) throughout its normal growth period of 24 months to

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ensure that no additional weight stresses the joints, which can contribute to hip dysplasia.

- (b) The Purchaser has provided to the Breeder at the Purchaser's expense all documentation (specifically x-rays and OFA preliminary results) before the Puppy has reached 13 months of age.
- (c) In the best interest of the Puppy (due to its condition prohibiting a pain-free life), the Puppy shall be euthanized at the Breeder's expense and veterinary documentation shall be provided at the Purchaser's expense.
- (d) The Puppy has not been bred.

If all of the above conditions have been satisfied, the Purchaser may exercise one of the following options at the Purchaser's discretion:

- (i) the Breeder will provide a replacement dog of similar quality at no charge, (shipping costs to be split equally between the Breeder and Purchaser), or
  - (ii) if the Purchaser does not want a replacement dog from the Breeder, the Breeder shall refund the purchase price of the dog (original price minus spay/neuter rebate, if applicable).
- ii. Entropion/Ectropion (taken from <http://www.upei.ca>)

### (1) Definitions

- (a) "Entropion is the inward rolling of the eyelid, most commonly the lower lid. This irritates the surface of the eye (the cornea) and may ultimately cause visual impairment. Entropion is a common hereditary disorder in dogs. Selection for a particular conformation, of exaggerated facial features with prominent eyes and/or heavy facial folds, has created or worsened this problem in many breeds. It is likely that entropion is influenced by several genes (polygenic inheritance) that affect the skin and other structures that make up the eyelids, the way the skin covers the face and head, and the conformation of the skull.

This problem occurs in many breeds. It is particularly severe in the Mastiff, Bullmastiff, Shar-Pei, and Chow Chow. Entropion is seen in the Akita, American Staffordshire terrier, Pekingese, Bulldog, Pomeranian, Pug, Japanese Chin, Shih Tzu, Yorkshire Terrier, Staffordshire Bull Terrier, Dalmatian, Old English Sheepdog, Rottweiler, Siberian Husky, Vizsla, Weimaraner, Toy and Miniature Poodle. It is also seen in hounds (Basset Hound, Bloodhound), Spaniels (Clumber Spaniel, English and American Cocker Spaniel, English Springer Spaniel, English Toy Spaniel, Tibetan Spaniel), and sporting breeds (Chesapeake Bay Retriever, Flat-Coated Retriever, Golden Retriever, Gordon Setter, Irish Setter, Labrador Retriever). Entropion is common in giant breeds such as the Great Dane, Bernese Mountain Dog, Mastiff, Saint Bernard, Newfoundland, and Great Pyrenees. In these breeds the central lower lid is often ectropic while the lid at the corners of the eye is entropic. The problem is usually evident before a year of age. Discomfort from entropion will cause increased tearing and

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squinting. Your dog may be sensitive to light and may rub at its eyes. Chronic irritation by the turned-in eyelid may cause corneal ulceration and scarring which is painful and, if not corrected, can impair vision.

- (b) Ectropion is a defect of conformation in which there is a sagging or rolling-out (eversion) of the eyelid, most commonly the lower lid. This results in abnormal exposure of the eye, which often leads to irritation. It is likely that ectropion is influenced by several genes (polygenic inheritance) that affect the skin and other structures that make up the eyelids, and that affect the way the skin covers the face and head.

Ectropion is most commonly seen in dogs with exaggerated facial features where it is often a breed characteristic. It is found in the basset hound, bloodhound, boxer, bulldog, bull terrier, Clumber spaniel, English and American cocker spaniel, Gordon setter, Labrador Retriever, Springer Spaniel, and Shih Tzu. Ectropion is also common in giant breeds such as the Great Dane, Mastiff, Saint Bernard, Newfoundland and Great Pyrenees. In these breeds the central lower lid is often ectropic while the lid at the corners of the eye is entropic. Because of increased exposure of the eye, dogs with ectropion are prone to develop allergic or bacterial conjunctivitis - inflammation of the thin membrane which covers the periphery of the surface of the eye and lines the eyelids. Affected dogs may develop keratoconjunctivitis sicca because of reduced efficiency at wetting and cleaning the cornea. In addition to the sagging of the eyelids, dogs with ectropion commonly have a mucopurulent discharge in the eye, reddening of the exposed conjunctiva, and decreased tear production (to check the latter, your veterinarian will do a Schirmer tear test). With mild entropion, no treatment may be necessary. If secondary problems such as conjunctivitis develop, these are treated as required. More severe ectropion can lead to chronic problems associated with eye irritation. In these cases, surgery is performed to remove a small wedge of tissue from the margin of the eyelid."

- (2) Guarantee – The Breeder guarantees the Puppy to be free of entropion and ectropion until the Puppy reaches 12 months of age, subject to all of the following conditions:
- (a) The Puppy is purchased as "Breed Quality" as documented in paragraph 3.a. of this Agreement.
- (b) The Purchaser has provided to the Breeder at the Purchaser's expense all documentation (specifically clear photos of the affected eye and veterinary/ophthalmology reports) before the Puppy has reached 12 months of age.
- (c) The Puppy has not been bred.

If all of the above conditions have been satisfied, the Purchaser shall be granted the following guarantee:

- (i) the Breeder will reimburse the Purchaser for the cost of surgery (not to exceed \$500.00) upon receipt of "before" and "after"

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close-up photos of the affected eye and the ophthalmologist report and receipt for services.

1. If the cost of surgery is less than \$500.00, the Breeder shall not be expected to pay the difference to the Purchaser.
2. If the cost of surgery exceeds \$500.00, the Purchaser shall be responsible for the amount exceeding \$500.00.

### iii. Cherry Eye (taken from <http://www.acvo.com> )

#### (1) Definition

- (a) "When the tear gland of the third eyelid pops out of position, it protrudes from behind the eyelid as a reddish mass. This prolapsed tear gland condition is commonly referred to as 'cherry eye'. The problem is seen primarily in young dogs. Despite its appearance, cherry eye itself is not a painful condition. However, the longer the tear gland is exposed, the more likely it will come irritated and inflamed. If the patient rubs at the eye, it could cause the gland to bleed or become infected. Furthermore, the function of the tear gland could become compromised if the gland is exposed for long periods of time. To correct cherry eye, surgical REPLACEMENT of the gland is necessary. This treatment is superior to a somewhat older technique of surgically REMOVING the gland.

The gland of the third eyelid plays an important role in maintaining normal tear production. We now know that dogs who have had the tear gland removed are predisposed to developing Dry Eye Syndrome later in life. Dry Eye Syndrome is uncomfortable for the patient, and requires the owner to administer topical medications several times a day for the remainder of the patient's life. To avoid this condition, it is preferable to tuck the tear gland back inside the third eyelid, where it can continue to function normally. The procedures used to correct cherry eye by ophthalmologists vary depending on surgeon preference but a common procedure is called a 'pocket technique'. Although the gland cannot be put back into its original position in the third eyelid, a new pocket is made near the original position. The tear gland is tucked inside the pocket and the pocket is sutured closed."

- (2) Guarantee – The Breeder does not warrant the condition of cherry eye.

### iv. Epilepsy (<http://www.canine-epilepsy.com/FAQ.html>)

#### (1) Definition

- (a) Primary epilepsy is also known as idiopathic, genetic, inherited, or true epilepsy. There are no positive diagnostic findings that will substantiate the diagnosis. It is a case of ruling out every other possibility. The first seizure in a dog with primary epilepsy usually occurs between the ages of 6 months and 5 years. (Oliver, Seizures). However, a diagnosis of primary epilepsy is not proof of a genetic defect; only careful breeding studies could prove that. The breed, the age, and the history may suggest a genetic basis for primary epilepsy if there is a familial history of seizures.

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(b) Secondary epilepsy refers to seizures for which a cause can be determined, and there are many. In dogs less than one year of age, the most commonly-found causes of seizures can be broken down into the following classes: degenerative (storage diseases); developmental (hydrocephalus); toxic (lead, arsenic, organophosphates, chlorinated hydrocarbons, strychnine, tetanus); infectious (distemper, encephalitis, and others); metabolic (such as transient hypoglycemia, enzyme deficiency, liver or kidney failure); nutritional (thiamine, parasitism); and traumatic (acute injury). In dogs 1-3 years of age, a genetic factor is most highly suspected. In dogs 4 years of age and older, seizures are commonly found in the metabolic (hypoglycemia, cardiovascular arrhythmia, hypocalcemia, cirrhosis) and neoplastic (brain tumor) classes. (Oliver, Seizure). Dr. Jean Dodds has mentioned that seizures are also associated with hypothyroidism, which is a familial (inherited) autoimmune disease of purebred dogs.

(2) Guarantee – The Breeder guarantees the Puppy to be free of epilepsy until the Puppy reaches 36 months of age, subject to all of the following conditions:

- (a) The Puppy is purchased as “Breed Quality” as documented in paragraph 3.a. of this Agreement.
- (b) The Purchaser has provided to the Breeder at the Purchaser’s expense all documentation from at least two different veterinarians (one selected by Purchaser and one selected by Breeder) diagnosed before the Puppy has reached 36 months of age.
- (c) The Puppy has not been bred.

If all of the above conditions have been satisfied, the Purchaser shall be granted the following guarantee:

- (i) the Breeder will reimburse the Purchaser for the cost of medical treatments (not to exceed \$500.00) upon receipt of the veterinarian reports and expense receipts (sent at the Purchaser’s expense).
  - 1. If the cost of medical treatment is less than \$500.00, the Breeder shall not be expected to pay the difference to the Purchaser.
  - 2. If the cost of medical treatment exceeds \$500.00, the Purchaser shall be responsible for the amount exceeding \$500.00.

v. Mange (<http://www.marvistavet.com>)

(1) Definition

- (a) “Demodectic mange is caused by a microscopic mite called Demodex canis. All dogs raised normally by their mothers possess this mite as mites are transferred from mother to pup via cuddling during the first few days of life. (After the pup is older it is unable to pick up demodex mites. Puppies raised by hand, do not ever get demodex mites.) For some reason, conditions change in certain

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dogs to allow demodex mites to 'gain the upper hand' – the mites proliferate and can cause serious skin disease.

- Mites are not transmitted to people or other dogs except from mother dog to pup as described. Demodectic mange (unlike Sarcoptic mange) is not contagious.
- Mites live inside hair follicles; a difficult place for miticides (chemicals that kill mites) to reach.
- Mites are a normal resident of dog skin; it is only in some individual dogs that mites cause problems.

Demodectic mange (also called 'demodicosis') has three forms:

1. Localized – Usually a red, scaly, well-circumscribed lesion on the face or forelegs is present. It generally goes away on its own. Goodwinol ointment, an insecticide, may be used daily to control localized demodicosis. Hair regrowth should be evident after about a month of treatment; however, some localized cases appear 'destined' to become generalized and no treatment will prevent this from occurring. When ointment is used, rubbing the medication on the area may break off the weaker hairs at the margin of the lesion. The lesion may thus appear to get larger at first. Antibacterial gels are also used against localized demodicosis and associated skin infections. Often it is best not to treat this condition and to simply allow it to resolve on its own. Enlarged lymph nodes are a bad sign; often foretelling generalized mange.

Sometimes the puppy with localized demodicosis was obtained for breeding purposes. The current recommendation is not to treat these puppies so that we can determine if the condition will stay localized and resolve or if it will generalize. If it stays localized and eventually resolves without treatment, the animal is still a candidate for breeding. If the condition generalizes to cover the entire body, the animal should be sterilized. If the condition receives treatment and resolves, we will never know how the disease would have gone in its natural state and will not know whether the pup is carrying the genetic predisposition for demodectic mange. In this case, it is best to be conservative and not take the chance of passing on genetic predisposition for this disease. Localized demodicosis is almost exclusively a "puppyhood" disease. When a puppy develops localized demodicosis the chance of the condition resolving is 90% unless there is a family history of demodicosis in related dogs. In this case, chance of spontaneous resolution drops to 50%. Occasionally an adult dog develops localized demodicosis. We currently do not have good understanding of the prognosis or significance of this condition in an adult dog.

2. Generalized – The entire dog is affected with patchy fur, skin infections, bald, scaly skin. Most generalized demodicosis starts as localized demodicosis.

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- ADULT ONSET-- Most demodicosis occurs in young dogs. An older dog should not get demodicosis unless it has an underlying problem with its immune system, possibly even cancer. A veterinarian should be consulted regarding possible primary diseases.
- JUVENILE ONSET -- 30-50% of dogs under age 1 year recover spontaneously from generalized demodicosis without any form of treatment. Usually treatment is recommended, though, to facilitate recovery.

It is very important that dogs with a history of generalized Demodectic mange not be bred as there is a hereditary component to the development of the disease.

3. Demodectic Pododermatitis - This condition represents demodectic mange confined to the paws. Bacterial infections usually accompany this condition. Often as generalized demodicosis is treated, the foot is the last stronghold of the mite. Old English Sheepdogs and Shar-Peis tend to get severe forms of this condition. The infection can be so deep that biopsy is needed to find the mites and make the diagnosis.

Stress and Generalized Demodectic Mange – Physiological stress is an important factor determining the degree of severity of demodectic mange.

1. Females should be spayed as soon as the disease is controlled. Coming into heat, hormone fluxes, and pregnancy are very stressful. Also, predisposition to demodicosis is hereditary and should not be passed on.
2. The dog should be fed a reputable brand of dog food so as to avoid any nutritionally related problems.
3. Keep the pet parasite-free. Worms are irritants that the pet need not deal with and fleas may exacerbate the itchiness and skin infection.
4. Keep up the pet's vaccinations.
5. The mites themselves cause suppression of the immune system so the pet needs every advantage to stay healthy.
6. Skin infections are usually present in these cases and antibiotics will likely be necessary. It is very important that cortisone type medications such as prednisone NOT be used in these cases as they will tip the immune balance in favor of the mite.

(b) Sarcoptic mange (also known as "scabies") is the name for the skin disease caused by infection with the Sarcoptes scabiei mite. Mites

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are not insects; instead they are more closely related to spiders. They are microscopic and cannot be seen with the naked eye. Adult Sarcoptes scabiei mites live 3-4 weeks in the host's skin. After mating, the female burrows into the skin depositing 3-4 eggs in the tunnel behind her. The eggs hatch in 3-10 days producing a larva which, in turn, moves about on the skin surface eventually molting into a "nymphal" stage and finally into an adult. The adults move on the surface of the skin where they mate and the cycle begins again with the female burrowing and laying eggs. The motion of the mite in and on the skin is extremely itchy.

Further, the presence of mites and their eggs generates a massive allergic response in the skin which is even more itchy. Mites prefer hairless skin thus leaving the ear flaps, elbows and abdomen at highest risk for the red, scaly itchy skin that characterizes sarcoptic mange. It should be noted that this pattern of itching is similar to that found with inhalational allergies (atopy) as well as with food allergies. Frequently, before attempting to sort out allergies, a veterinarian will simply treat a patient for sarcoptic mange as a precaution. It is very easy to be led down the wrong path (pursuing allergy aggressively) if one considers sarcoptic mange an unusual or unlikely possibility. As the infection progresses, eventually most of the dog's body will be involved. Classically, though, the picture begins on the ears (especially the ear margins), the elbows and abdomen. When an animal with sarcoptic mange scratches itself, it breaks open the tunnels that the mites have burrowed into and the mites are killed (though the itch persists due to toxins in the skin). The result is that the mites can be very difficult to confirm by skin scraping tests. (Probably mites are confirmed in 50% or fewer of sarcoptic mange cases). Since negative test results do not rule out mite infection, a "Maybe Mange" test is frequently performed. This consists simply of treating for sarcoptic mange and observing for resolution of the signs within 2-4 weeks. Of course, if mite presence is confirmed by skin scraping, then one knows immediately the cause of the itching and need not be concerned about allergy possibilities or other diseases and the condition can be addressed with confidence. Mange mites are rarely seen on a skin biopsy sample, though, if the sample is read out by a pathologist who specializes in skin, the type of inflammation seen in the sample can be highly suggestive of sarcoptic mange. This is an example of a skin disease where it makes a difference whether the pathologist reading the sample specializes in reading skin samples. While sarcoptic mange is difficult to diagnose definitively, it is fairly easy to treat and a number of choices are available: dipping, Milbemycin Oxime (Interceptor® or Sentinel®) or Selamectin (Revolution®).

All dogs in a household where sarcoptic mange has been diagnosed should be treated. Obviously, this makes the "maybe mange" test somewhat problematic if there are multiple dogs in the house. Cats should be treated as well if they are in contact with infected dogs. Sarcoptic mange mites are usually spread by direct contact from host to host. While mites can live off of a host for days to weeks

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depending on their life stage, they are only infective for 36 hours which means that environmental decontamination is generally not necessary. Mite infections on humans are self-limiting (i.e. they go away on their own) as the mite is not able to complete its life cycle on the "wrong" host. The condition is extremely itchy, though, while it lasts. The mites are most active where skin is warm (in bed and where clothing is snug). If a sarcoptic mange animal is present in the home, it is a good idea to wash any bedding in the washing machine (or replace with new bedding) and wash any collars or harnesses."

- (2) Guarantee – The Breeder guarantees the Puppy to be free of localized Demodectic mange (that does not correct itself) and generalized Demodectic mange until the Puppy reaches 12 months of age, subject to all of the following conditions:
- (a) The Purchaser has provided to the Breeder at the Purchaser's expense all documentation from at least two different veterinarians (one selected by Purchaser and one selected by Breeder) diagnosed before the Puppy has reached 12 months of age.
  - (b) The Puppy has not been bred.
  - (c) If the Puppy is purchased as a pet-quality puppy, the Breeder's fulfillment of the guarantee shall take place upon Breeder's receipt of a veterinarian-issued certificate of sterilization, sent to Breeder at Purchaser's expense.

If all of the above conditions have been satisfied, the Purchaser shall be granted the following guarantee:

- (i) the Breeder will reimburse the Purchaser for the cost of medical treatments (not to exceed \$500.00) upon receipt of the veterinarian reports and expense receipts (sent at the Purchaser's expense).
  - 1. If the cost of medical treatment is less than \$500.00, the Breeder shall not be expected to pay the difference to the Purchaser.
  - 2. If the cost of medical treatment exceeds \$500.00, the Purchaser shall be responsible for the amount exceeding \$500.00.
- f. The Purchaser agrees to maintain this dog in good health, provide routine maintenance and preventative health care including, but not limited to:
  - i. nail trimming,
  - ii. teeth brushing,
  - iii. vaccinations against rabies, distemper, parvovirus, internal and external parasites, and any other communicable diseases as recommended by a qualified veterinarian
  - iv. yearly examinations, heartworm preventative medication and any other procedures recommended by a qualified veterinarian to assure good health

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## California Cane Corso – Contract/Guarantee

- v. prompt medical attention if the dog shows signs of illness or injury, proper shelter (with protection from the winter and summer temperatures)
- g. There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The Purchaser agrees to provide proper exercise as indicated in order to maintain this dog in proper weight and physical shape. The Purchaser acknowledges and agrees to the following guidelines:
  - i. Puppies under 6 months of age should be exercised at their own pace and their physical limitations are similar to a human child under 6 years of age (no jumping at all or going for long walks, just a romp in the yard will do). They also should be fed equal portions of food three times a day (adding 1-2 cups of warm water to their kibble is recommended, as it reduces the chances of bloat by causing the food to swell before it is ingested) and shark cartilage, glucosamine/chondroitin, vitamin C and multi-vitamin supplements can be given in dosages according to weight.
  - ii. Puppies between 6-18 months of age should continue to be exercised at their own pace, with physical limitations similar to a 6-12 year old human child. Jumping out of vehicles is not recommended, as injury can still occur during this time their bones are still being developed. They can be fed equal portions twice a day and the warm water and the above supplements can be continued.
  - iii. Puppies between 18-24 months of age can be allowed to perform more physical exercise, similar to a 13-18 year old human adolescent. Feedings and supplements can continue as before, although shark cartilage is no longer needed.
  - iv. At NO time during the Puppy's life should you allow running, playing or any physical activity within at least 1-2 hours after a meal. This can cause bloat and can be fatal, so please take special precautions in this matter!
  - v. The Purchaser agrees to maintain the Puppy on one of the following foods (recommended by the Breeder) according to the lesser amount on the manufacturer's recommended feeding guidelines. As there are many other acceptable products available, should Purchaser want to feed the Puppy another brand and type of dog food, the Purchaser shall submit the nutrition information for the Breeder's review and written approval.
    - (1) "Canidae" (<http://www.canidae.com>)
    - (2) "Go! Natural" & "Foundations" (<http://www.petcurean.com>)
    - (3) Various brands (<http://www.performancepetfoods.com>)

### 2. TEMPERAMENT

- a. Puppy Aptitude Test
  - i. The Breeder will perform the Volhard Puppy Aptitude Test at approximately 7 weeks of age, then continue to monitor the puppy's behavior and temperament until the Puppy goes to its new home.
- b. Socialization
  - i. The Breeder warrants that the Puppy has received daily human interaction since birth (as the litter will be born and raised inside the home) and will continue to be well socialized until the Puppy leaves for its new home.

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- ii. The Purchaser understands and agrees that continual socialization of the Puppy through exposure to different surroundings and environments is necessary to maintaining its sound temperament, especially during the first two years of the Puppy's life.
- iii. The Breeder recommends that the Purchaser does not expose the Puppy to environments in which other animals have been exposed to until the fourth set of vaccinations have been administered (usually at 16 weeks of age). Public parks can be potentially dangerous, as well as any public place frequented by animals with traces of animal feces (especially areas around vet's offices and pet stores).
- iv. Dog parks can be beneficial and harmful to your Puppy's well-being and as a controversial subject, the Breeder would like to explain both sides neutrally, so the Purchaser can make the most informed decision about whether or not to go. Generally speaking, dog parks are not recommended for young puppies or for obvious reasons, dogs not current on vaccinations or those prone to communicable diseases.
  - (1) Pro: Exposure to a multitude of strange dogs in a common area is instant socialization. You will learn a lot about your Puppy's personality as you evaluate its behavior and interaction among other dogs.
  - (2) Con: Should an unfortunate event occur (e.g. dog attacking Puppy), there is a chance that this might scar your Puppy for life and cause aggression towards other dogs in the future, as strange dogs might always be perceived as threats.

Breeder's personal experience: The sire and dam have been exposed to their first dog park at over one year of age; no negative incidents occurred and both dogs thoroughly enjoyed themselves. Repeat visits took place with no negative incidents, but please note that both dogs were mature and confident enough at that age to not be traumatized by any negative incident that might have occurred.

### c. Training

- i. The Breeder requires formal obedience training and the Purchaser agrees to attend puppy kindergarten and/or obedience classes with the Puppy as soon possible after the fourth set of vaccinations have been administered (usually at 16 weeks of age), but within 3 months of the Puppy's arrival date. This requirement may be waived if the Purchaser is also a professional and/or experienced dog trainer with knowledge of working with large, dominant breeds.
- ii. Crate training is highly recommended by the Breeder to make potty training easier, provide a "safe haven" or "den" for the Puppy and also to reduce the chances of damage to the house and/or yard while the Puppy is left unattended. The Breeder uses and recommends the see-through wire crates (instead of the plastic, airline-safe crates) to provide the Puppy with better vision and airflow. The crate should not be large enough to allow the Puppy to go potty in one area and remain clean in another area; in this case, the Breeder recommends using a divider until the Puppy grows into the adult-sized crate.

### d. Temperament Guarantee

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- i. Should the Puppy exhibit aggressive behavior, which the Purchaser deems intolerable and irreversible within 12 months after purchase:
  - (1) The Purchaser will provide the Breeder with proof that the Puppy has been sufficiently socialized and that obedience classes and other structured training methods have been attempted with no results.
  - (2) Upon receipt of such proof, evaluations of the Puppy will be scheduled with three recognized canine breeders or trainers, one to be chosen by the Purchaser, one to be chosen by the Breeder, and one to be chosen jointly.
  - (3) Should the Puppy be deemed irreversibly aggressive by two of the chosen breeders/trainers, the Breeder will arrange for euthanasia of the Puppy and the Purchaser may exercise one of the following options:
    - (a) Receive a replacement Puppy of equivalent quality at no charge from the next litter bred by the Breeder (shipping costs to be split equally between the Purchaser and Breeder), or
    - (b) Receive a refund the purchase price of the dog (original price minus spay/neuter rebate, if applicable).
  - (4) If the Puppy has not received adequate socialization, Seller will accept the Puppy back but there will be no replacement.

### 2. TERMS OF PURCHASE

- a. The Puppy is sold as the following type: (see attached addenda for details)
  - i. \_\_\_ Pet Quality
  - ii. \_\_\_ Show Quality ( \_\_\_ 1<sup>st</sup> Pick)
  - iii. \_\_\_ Breed Quality
  - iv. \_\_\_ Work Quality
- b. Price & Deposit
  - i. The price of the Puppy is \$2,500.00 (two thousand five hundred dollars) in U.S. currency. For a first pick puppy, the price is \$3,000.00 (three thousand dollars) in U.S. currency. For a pet quality puppy, please refer to the Pet Quality Addendum for \$500.00 rebate information.
  - ii. The deposit is \$500.00 (five hundred dollars) in U.S. currency. Any deposit received from the Purchaser shall be applied to the purchase price.
- c. Deposit Refund Policy
  - i. The deposit of \$500.00 (five hundred dollars) is fully refundable under any circumstances, if any one of the following conditions apply:
    - (1) The puppies have not yet reached 4 weeks of age.
    - (2) The Breeder is unable to provide the Purchaser with the sex, color, quality and temperament of Puppy described in the Puppy Application or subsequent e-mails.
    - (3) Photos of the Puppy have not been made available to the Purchaser.

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- ii. The deposit of \$500.00 is not refundable if any one of the following conditions apply:
  - (1) The Breeder has already selected potential puppies as good matches, and the Purchaser has already approved of the Breeder's selection, prior to changing their mind.
  - (2) The Purchaser does not contact or communicate with the Breeder from the time the deposit is received until the puppies are 4 weeks old, despite the Breeder's attempts to contact the Purchaser via e-mail, telephone and/or updates posted on the group site (<http://groups.msn.com/CaliforniaCaneCorso>)
- d. Picking Order
  - i. The "Pick of the Litter" puppy shall be chosen first. The Breeder will recommend the top three choices to the Purchaser, but the Purchaser shall make the final decision.
  - ii. Subsequent puppies shall be chosen in the order the deposit was received, according to the type of puppy (show, breed, work, pet). The Breeder will make recommendations to the Purchaser, and the Purchaser shall make the final decision. The Breeder will attempt to recommend at least two puppies for the Purchaser to choose from, but it is also possible that the Breeder will only recommend one puppy as a good match for the Purchaser.
- e. Vaccinations
  - i. The Puppy will have received their first two sets of vaccinations (and the third set if shipped after 12 weeks, the fourth if shipped after 16 weeks) prior to going to its new home. As required by the airlines, the Puppy will be issued a health certificate from a veterinarian at the Breeder's expense.
- f. Tail docking
  - i. According to the FCI Standard No. 343, the tail shall be amputated at the fourth vertebrae. This occurred on January 22, 2004 and was performed at the Breeder's expense by Dr. Scott Lichlyter, DVM, at Brentwood Family Pet Care, (925) 240-7387.
- g. Ear cropping
  - i. The ears shall be cropped according to the FCI Standard No. 343 at Breeder's expense. This best occurs between 9-10 weeks of age at the recommendation of Dr. Corey Cherrstrom, DVM (who will perform the ear cropping) at the Loomis Basin Veterinarian Clinic, (916) 652-5818.
  - ii. If the Purchaser requests that the Puppy's ears remain intact, the following conditions shall apply:
    - (1) The Breeder must receive the balance due in certified funds prior to the Puppy reaching 8 weeks of age.
    - (2) The Breeder will subtract \$250.00 from the total sales price as a credit for not performing the ear cropping.
    - (3) Should the Purchaser decide to not take delivery of the Puppy (provided the Puppy is in good health and well-being) after the

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littermates' ears have been cropped, the Purchaser understands that the future salability of the Puppy may be affected and shall only be reimbursed (upon resale of the Puppy) for the amount resold less the \$500.00 non-refundable deposit (see paragraph 3.c.)

- h. Microchip
  - i. The Puppy will be permanently identified at Breeder's expense using an AVID® EuroChip, which can be read by AVID®, Destron® and HomeAgain™ scanners.
  - ii. The Breeder will pay the \$15.00 PETtrac enrollment fee to register the Purchaser as the new owner and update the database with the Purchaser's contact information.
- i. Crate
  - i. The Puppy shall be shipped in an airline-safe crate at the Breeder's expense. The crate will then become the property of the Purchaser.
- j. Shipping
  - i. The Breeder shall make shipping arrangements at the Breeder's expense for the Puppy to a major U.S. airport with a direct, non-stop flight from San Francisco, Oakland, San Jose or Sacramento International Airports.
  - ii. The Purchaser understands that shipping to their nearest airport may not be feasible, so additional accommodations might need to be made (such as driving to another airport that receives direct flights from SFO, OAK, SJC or SMF).

### 3. OWNERSHIP TERMS

- a. The Purchaser shall license the Puppy in the Purchaser's County of residence within 6 months of the Puppy's arrival date.
- b. It is agreed between Breeder and Purchaser that the Puppy is being acquired as a family companion or as a show/working dog to be used for tasks appropriate to its breed such as protection, obedience, agility, herding, search and rescue, weight-pulling, therapy or for exhibition in conformation. The Purchaser guarantees that the Puppy is not being 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 a fighting or attack dog or to be left alone to guard commercial property.
- c. The Purchaser agrees that the Puppy is NOT to be left unsupervised loose outside or tied or chained to anything at any time while unsupervised. Furthermore, the Purchaser guarantees that the Puppy will become a member of the family and NOT raised as a "kennel dog". This is to ensure proper development and maintenance of the temperament for which the Cane Corso breed is known for and for which the dog was bred. The Cane Corso is NOT a kennel dog and is best suited to live indoors in a family environment. The Purchaser agrees that all members of their household are supportive and looking forward to welcoming the Puppy as the newest member of the family, and also realize that everyone is making a commitment to the lifetime of the Puppy, usually around 10 years.
  - i. The term "kennel dog" should not be confused with crate training, as they are completely different. A "kennel dog" is defined as a dog who lives

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outside in a permanent-type kennel (typically made of chain-link fencing and usually at least 5' x 5' in size) and does not come inside the home on a daily basis. Temperamental problems can develop when this occurs (caused by lack of constant socialization); therefore, the Breeder will not accept this situation for any of the Breeder's puppies.

- ii. A "crate-trained" dog is defined as one who is accustomed to staying in a crate/kennel (usually either a plastic, airline-safe type crate such as the one provided by the Breeder upon delivery of the Puppy, or a wire type crate that can fold down flat and is portable, which is the type that the Breeder uses) usually when no one is home. Crate training is a practice that the Breeder highly recommends, as dogs feel secure to have their own "den" and this also prevents unnecessary damage to the home/backyard when a young puppy is left alone.
- d. The Purchaser further agrees that any possible lifestyle situations that could affect the Puppy's life have been considered, including but not limited to: new baby, marriage, divorce, stepchildren, vacations without the Puppy, layoff/employment termination, increased work hours or commute to work, relocation. These circumstances could trigger a significant change in the Puppy's future (the new spouse and/or children could not like or be allergic to the dog, unexpected move into an apartment that does not allow pets, etc.) In this event, the Purchaser agrees to act responsibly in the Puppy's best interest. If the Purchaser determines that they can no longer keep the Puppy:
  - i. The Purchaser must immediately notify the Breeder verbally by telephone AND also in writing by mailing a certified letter with return receipt requested to the address listed under "BREEDER'S INFORMATION" at the end of this Agreement.
- e. Under absolutely NO circumstances shall the Purchaser abandon the Puppy or relinquish ownership of the Puppy to any rescue, shelter or similar "unwanted animal" organization.
- f. If the Purchaser wishes to transfer ownership of the Puppy to another person, the Purchaser must:
  - i. provide the proposed new owner's contact information to the Breeder so that an interview may be conducted (to ensure the Breeder that the Puppy is going to a suitable home), and
  - ii. obtain prior approval IN WRITING from the Breeder before the transfer of ownership takes place.
  - iii. continue to care for the Puppy until shipping arrangements can be made, which will be at the Purchaser's expense.

If the Puppy is found to have been sold or given away without the Breeder's prior written consent, a \$2,500 fine shall be imposed on the original Purchaser. Additionally, the Breeder may take legal action and the original Purchaser of the dog shall be responsible for all legal expenses incurred.

- g. The Breeder will provide support and advice to the Purchaser for the lifetime of the dog through telephone calls, e-mails and/or the group website at <http://groups.msn.com/CaliforniaCaneCorso>. The Purchaser agrees to:

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- i. maintain contact with the Breeder at a minimum of 6 month intervals until the age of 24 months, then annually thereafter, to advise as to the health and well-being of the dog and
- ii. permit the Breeder access to the dog on a periodic basis to ascertain the health and well-being of the dog and that the terms and conditions of this Agreement are being complied with.
- h. The Purchaser agrees that the Breeder has the right to repossess the Puppy upon evidence of neglect and/or abuse, which neglect/abuse shall be determined solely by the Breeder, at no expense to the Breeder. If the Puppy becomes repossessed by the Breeder, the Purchaser agrees to immediately sign over to the Breeder all registration papers at no expense to the Breeder.
- i. Both parties agree to notify each other of any changes in contact information (address, phone number, e-mail address, etc.) within 10 days of the change so that records shall remain current.

### 4. LEGAL TERMS

- a. Purchaser fully understands and agrees with all terms and conditions of this Agreement and is legally able to enter into a binding contract.
- b. This Agreement shall be interpreted and enforced under and pursuant to the laws of the State of California.
- c. The terms and conditions set forth in this Agreement shall include the full and entire understanding between the parties hereto. The parties agree there are no other terms, agreements or warranties made or expressed except as may be set forth within this Agreement.
- d. If for any reason the parties hereto, or any party hereto, deems that this Agreement has been breached to their detriment, the parties hereto agree to submit their differences for resolution to non-binding mediation prior to and as a condition of exercising any right to filing a lawsuit and submitting any such difference to any court of law.
  - i. In that regard, the parties hereto acknowledge and agree that jurisdiction and venue shall solely be proper within Contra Costa County, California.
  - ii. Penalty for breach of contract shall result in liquidated damages in the amount of \$5,000 (five thousand dollars) in U.S. currency per instance (for example, if two offspring are sold to pet stores, the total penalty would be  $\$5,000 \times 2 = \$10,000$ ).
  - iii. In the event that litigation is commenced by either party, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees.
  - iv. In the event that litigation is commenced by the Breeder due to breach of contract committed by the Purchaser, the Purchaser shall forfeit any monetary refund awarded by the court upon the court awarding return of the Puppy to the Breeder.
  - v. Should the court's decision result in the Breeder as the prevailing party, an additional amount of \$5,000.00 shall be awarded to the Breeder as damages to the Breeder's kennel name and reputation and the Breeder's time, trouble and mental duress.

### 5. ADDENDA AND ATTACHMENTS

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- a. The following documents pre-marked with a printed "X" (handwritten marks are unacceptable) are hereby incorporated into this Agreement:
- i. \_\_\_ Pet Quality Addendum (1 page)
  - ii. \_\_\_ Show Quality Addendum (2 pages)
  - iii. \_\_\_ Breed Quality Addendum (3 pages)
  - iv. \_\_\_ Work Quality Addendum (1 page)
  - v. X Right of Possession Addendum (2 pages)
- b. The following attachments will be mailed to Purchaser upon receipt of deposit:
- i. ENCI pedigrees (of Romeo and Arianna, plus all four grandparents)
  - ii. FCPR registrations (of Romeo and Arianna)
  - iii. AKC-FSS registrations (of Romeo and Arianna)
  - iv. ICCF registrations (of Romeo and Arianna)
  - v. OFA certificates (of Romeo and Arianna)
  - vi. Puppy Aptitude Test (used to determine puppies' temperaments)
  - vii. Standard Cane Corso 2003 (used by the AICC/Italy and ICCF/USA)
  - viii. CGC (Canine Good Citizen) certificates (of Romeo and Arianna)
  - ix. FBCA Temperament Test certificates (of Romeo and Arianna)
  - x. Conformation championship certificates (of Romeo and Arianna)

### BREEDER'S INFORMATION:

Robert G. Souza Jr.  
Leilani M. Souza  
2420 Sand Creek Rd. Ste. C1-123  
Brentwood, CA 94513  
(925)513-1119 home  
(925)513-3400 work  
(925)513-3446 fax  
(925)914-1116 Bob's cell  
(925)914-0006 Leilani's cell  
[info@californiacanecorso.com](mailto:info@californiacanecorso.com)

### PURCHASER'S INFORMATION:

Purchaser #1  
Purchaser #2

### SIGNATURES AND NOTARIZATION:

\_\_\_\_\_  
Robert G. Souza Jr.

\_\_\_\_\_  
Purchaser #1

\_\_\_\_\_  
Leilani M. Souza

\_\_\_\_\_  
Purchaser #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

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