

California Cane Corso Purchase Agreement & Guarantee

Please take the time to read through this Agreement in its entirety. We welcome your feedback and concerns and invite you to discuss with us any suggestions you may have.

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 "Bob & Leilani Souza – California Cane Corso" (hereafter referred to as "Breeder") and "_____", (hereafter referred to as "Purchaser") and "California's _____" (hereafter referred to as "Puppy").

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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
- c. Color/Markings
 - i. Formentino (grey fawn with grey mask)
- d. Whelp Date
 - i. February 14, 2006
- e. Permanent Identification/Microchip
 - i. The Puppy's AVID® EuroChip serial number is: _____.
- f. Type (please refer to page 15, paragraph 4.a. for detailed information)
 - i. ___ Pet Quality (not breedable; requires spay/neuter prior to 24 months)
 - ii. ___ Show/Breed Quality (Breeder retains co-ownership of Puppy; not custody)

Breeder: Souza
Purchaser:

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Breeder's Initials _____
Purchaser's Initials

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g. Sire

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

(1) Pedigree/Registration Information

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

(b) FCPR W3.573 (Puerto Rican FCI-recognized registry)

(c) AKC-FSS WS06523501 (American Kennel Club–Foundation Stock Service)

(d) CCAA 0400137 (Cane Corso Association of America)

(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

h. Dam

i. Arianna "Giulietta" da Crocicchia, fawn/black mask, born 10/15/2001

(1) Pedigree/Registration 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) CCAA 0400138 (Cane Corso Association of America)

(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

i. Registration Information – The Cane Corso is classified as a rare breed in the United States and does not yet carry official 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) pedigrees, only puppies born in Italy can obtain ENCI pedigrees. In the United States, 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.

i. The Breeder shall pay for the Puppy's registration with the AKC-FSS, CCAA and FCPR within 7 days of delivery of the Puppy. For Pet Quality puppies, a "limited" registration (not for breeding purposes) shall apply.

ii. For Show/Breed Quality puppies, the Purchaser shall be listed as owner and the Breeder as co-owner (please refer to page 15, paragraph 4.a.ii(2) for additional information). However, the Purchaser shall retain full custodial rights of the Puppy, provided the Ownership Terms described on page 21, paragraph 5 have not been violated.

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2. HEALTH

- a. The Breeder warrants the Puppy to be in good health and free from parasites upon delivery. 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) 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, their littermates, or in any litters the sire and dam has produced.**
- b. The only known health conditions found in the Breeder's dogs have been instances of:
 - i. Verbal feedback from California's Adamo's owners' veterinarian, who took x-rays upon neuter and reported his hips to be not good. The x-rays were not evaluated by OFA, PennHIP or a certified radiologist. (Note: according to Adamo's owners, he displays no signs of lameness at this time.)
 - ii. "Mild or moderate DJD" diagnosis by PennHIP on California's Cypress when tested at approximately 6 months of age. (Note: Cypress displays no signs of lameness at this time.)
 - iii. Spinobifida in California's Ariella, who was born with incomplete growth in her rear bone structure (she was born with no tail) and was put to sleep at 5 weeks of age.
- c. 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.
- d. 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
- e. 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 heartworm preventative, documented by veterinary health records.
- vi. Purchaser provides Breeder with a veterinarian-issued death certificate.

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, crate and ear cropping costs to be pre-paid by Purchaser), or
 - ii. if the Purchaser does not want a replacement dog from the Breeder, the Breeder shall refund the net purchase price of the dog (original price minus shipping, crate, ear cropping and spay/neuter rebate, if applicable).
- e. Following are several medical conditions common in the Cane Corso breed, including descriptions and the Breeder's specific guarantees:
- i. Dysplasia (From The Merck Veterinary Manual, 8th 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 incongruency 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 ensure that

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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 all veterinary documentation including the death certificate shall be provided to the Breeder at the Purchaser's expense.

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, crate and ear cropping costs to be pre-paid by Purchaser), or
 - (ii) if the Purchaser does not want a replacement dog from the Breeder, the Breeder shall refund the net purchase price of the dog (original price minus shipping, crate, ear cropping and 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 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.

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- (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 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.
- (b) The Puppy has not been bred and has been spayed/neutered at the Purchaser's expense prior to the Puppy reaching 24 months of age.
- If all of the above conditions have been satisfied, the Purchaser shall be granted the following guarantee and the Puppy shall become Pet Quality:
- (i) The Breeder will reimburse the Purchaser for the cost of surgery (not to exceed \$500.00) upon receipt of "before" and "after" close-up photos of the affected eye and the ophthalmologist report and receipt for services.

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

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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. 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.
- (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. Dr. Jean Dodds has mentioned that seizures are also associated with hypothyroidism, which is a familial (inherited) autoimmune disease of purebred dogs.

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(2) Guarantee – The Breeder guarantees the Puppy to be free of epilepsy until the Puppy reaches 24 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 24 months of age.
- (b) The Puppy has not been bred and has been spayed/neutered at the Purchaser's expense prior to the Puppy reaching 24 months of age.

If all of the above conditions have been satisfied, the Purchaser shall be granted the following guarantee and the Puppy shall become Pet Quality:

- (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).

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 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.

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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.
 - 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

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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 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

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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 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 and has been spayed/neutered at the Purchaser's expense prior to the Puppy reaching 24 months of age.

If all of the above conditions have been satisfied, the Purchaser shall be granted the following guarantee and the Puppy shall become Pet Quality:

- (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).
- f. The Purchaser agrees to maintain the Puppy 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,

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- iv. yearly examinations, heartworm preventative medication and any other procedures recommended by a qualified veterinarian to assure good health,
 - 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 the Puppy 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 necessary.
 - iv. At NO time during the Puppy's life should you allow running, playing or any physical activity within 1-2 hours before or after a meal. This can cause bloat and can be fatal, so please take special precautions in this matter! The Breeder highly recommends crating the Puppy after meals for a minimum of 30 minutes.
 - v. The Purchaser agrees to maintain the Puppy on "Royal Canin" dog food (<http://www.royalcanin.us>) or a dog food of similar quality and ingredients, and fed according to the lesser amount on the manufacturer's recommended feeding guidelines. The Purchaser shall maintain the Puppy on a "Large Breed Puppy" food until the Puppy reaches 12 months of age.

3. TEMPERAMENT

- a. The Breeder warrants the Puppy to have a sound temperament upon delivery. Furthermore, the Breeder warrants that the sire, dam and all puppies produced by the sire and dam all have sound temperaments. The Breeder strongly encourages the Purchaser to arrange a visit to the Breeder's residence and meet the sire, dam and two puppies from Litter A to satisfy themselves as to their temperament. ***The Breeder acknowledges no known history of temperamental problems in the sire, dam, their parents, their littermates, or in any litters the sire and dam has produced.***
- b. Following are all the temperament titles of dogs we own and dogs we produced have earned:
 - i. CGC – Canine Good Citizen
(1) Romeo, earned on 11/16/2002

Breeder: Souza
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Breeder's Initials _____
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- (2) Arianna, earned on 11/16/2002
 - (3) California's Arturo, earned on 9/24/2005
 - ii. TDI – Therapy Dogs International
 - (1) Romeo, earned on 11/16/2002
 - iii. TT – American Temperament Test Society Temperament Test
 - (1) Romeo, earned on 10/9/2004
 - (2) California's Cyrano, earned on 8/7/2005
 - (3) Nicoletta del Morgan, earned on 8/7/2005
 - iv. FBCA – Fila Brasileiro Club of America Temperament Test
 - (1) Romeo, earned on 9/6/2003
 - (2) Arianna, earned on 9/6/2003
 - v. Additionally, California's Justice was published in the book "Canine Reflections: Memoirs of a Police K-9 Handler/Behaviorist Trainer" written by Duff Lueder (published by <http://www.authorhouse.com>), in a heartwarming story about the amazing bond between him and his 2-legged sister Jasmine, due to the successful training methods enforced by parents Joel and Jen.
- c. 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.
- d. 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.
 - 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.

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- (2) Con: Should an unfortunate event occur (e.g. dog attacking the 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.

e. 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.

f. Temperament Guarantee

- i. Should the Puppy exhibit aggressive behavior, which is deemed 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 Purchaser may exercise one of the following options at the Purchaser's discretion:
 - (a) The Purchaser shall ship the Puppy back to the Breeder at the Purchaser's expense, or
 - (b) The Purchaser shall arrange for euthanasia of the Puppy at the Breeder's expense
 - (4) If all of the above conditions have been satisfied, the Purchaser may exercise one of the following options at the Purchaser's discretion:
 - (a) the Breeder will provide a replacement dog of similar quality at no charge, (shipping, crate and ear cropping costs to be pre-paid by Purchaser), or

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- (b) if the Purchaser does not want a replacement dog from the Breeder, the Breeder shall refund the net purchase price of the dog (original price minus shipping, crate, ear cropping and spay/neuter rebate, if applicable).

4. TYPE

a. The Puppy is sold as the following type:

i. Pet Quality

(1) This Puppy is purchased only as a family companion and shall not be used for breeding. The Puppy shall be spayed/neutered and hips x-rayed for OFA or PennHIP prior to reaching 24 months of age at the Purchaser's expense.

(a) Upon Breeder's receipt of a certificate of sterilization (spay/neuter) and a copy of the Puppy's OFA preliminary report or PennHIP summary at the Purchaser's expense, the Breeder shall rebate the Purchaser \$500.00, provided the dog has not previously been used for breeding.

ii. Show/Breed Quality

(1) The Breeder will use their best judgment in evaluating the conformation of the puppies. There is no guarantee that a puppy evaluated as "Show/Breed Quality" at 8-10 weeks of age will be successful in the show ring as an adult and/or produce outstanding litters and no warranties are made to that effect. Additionally, there is no guarantee that the Puppy will be a Champion as an adult and no warranties are made to that effect.

(2) The Breeder shall retain co-ownership of the Puppy on any and all registration papers, only for the purpose of complying with the required conditions prior to breeding. The Breeder agrees to authorize and sign litter registration forms as co-owner of the Puppy once the Purchaser provides proof to the Breeder that all of the conditions described on page 17, paragraph 4.a.ii.(8) have been satisfied. However, the Purchaser shall retain full custodial rights of the Puppy, provided the Ownership Terms described on page 21, paragraph 5 have not been violated.

(3) The Breeder has provided copies of the sire's and dam's championship certificates as attachments to this Agreement. Additionally, here is a summary of all Litter A puppies that have been shown in conformation:

(a) California's Cyrano has participated in 13 show weekends between 3-12 months of age and earned an IABCA Baby and Jugend Championship. He also earned an ICCF Championship and 5 Best In Shows by 10 months of age.

(b) California's Adamo has participated in 2 show weekends between 4-5 months of age.

(c) California's Cypress has participated in 4 show weekends between 3-6 months of age and earned an IABCA Baby Championship.

(d) California's Arturo has participated in 4 show weekends between 13-18 months of age and earned an IABCA Jugend Championship. He also earned an ICCF Championship at 18 months of age.

(4) The Breeder encourages the Purchaser to participate in conformation and may be available to assist in preparing and showing dogs which are evaluated to be of show quality.

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- (5) The Puppy is guaranteed to be free of the following show disqualifying faults:
- (a) Head - Diverging axes of the skull and the muzzle, overshot mouth nosebridge resolutely hollow or ram-like.
 - (b) Nose - Total depigmentation.
 - (c) Eyes - Partial and bilateral palpebral depigmentation, wall-eye, bilateral strabismus.
 - (d) Sexual organs - Monorchidism, cryptorchidism, obvious incomplete growth of one or both testicles. Males should have two apparently normal testicles fully descended into the scrotum.
 - (e) Tail - Tailless, short-tail, artificial or congenital.
 - (f) Hair - Semi-long, smooth, fringed.
 - (g) Colors - All colors not prescribed, white patches too wide.

Should the Puppy possess a show disqualifying fault, Purchaser shall immediately furnish Breeder with any and all supporting documentation (show attended, name of judge, veterinarian records, photos, etc.) prior to the Puppy reaching 30 months of age. Upon approval of the Breeder, the Purchaser has the option to exercise one of the following guarantees:

1. The Breeder will provide a replacement dog of similar quality at no charge, (shipping, crate and ear cropping costs to be pre-paid by Purchaser),
 2. The Purchaser shall keep the Puppy as a pet and the Breeder will rebate to the Purchaser \$500.00 upon receipt of a certificate of sterilization to show the Puppy has been spayed/neutered, provided that the dog has not previously been used for breeding.
- (6) The Breeder guarantees that the Puppy will not have hip and/or elbow dysplasia as diagnosed by an OFA or PennHIP certified radiologist before reaching 30 months of age, provided a passing preliminary result has also been obtained and a copy sent to the Breeder at Purchaser's expense.
- (7) If the Puppy is eligible for replacement, the Purchaser will provide (at Purchaser's expense) the Breeder with the official results from OFA or PennHip, copies of any and all x-rays, as well as all documentation from the veterinarian that the Puppy has been spayed/neutered, in order to exercise one of the following guarantee options:
- (a) If Purchaser wishes to keep the dog, the Breeder will provide a replacement dog of similar quality for \$1,500.00 (shipping, crate and ear cropping costs to be prepaid by Purchaser) or if the Purchaser does not want a replacement dog from the Breeder, the Breeder shall rebate \$500.00 to the Purchaser.
 - (b) If Purchaser wishes to return the dog to the Breeder at the Purchaser's expense, the Breeder will provide a replacement dog of similar quality at no charge (shipping, crate and ear cropping costs to be prepaid by Purchaser) or if the Purchaser does not want a replacement dog from the Breeder, the Breeder shall refund the net purchase price (original price minus shipping, crate and ear cropping costs).

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No replacements or refunds will be made if the Breeder is not notified before the Puppy reaches 30 months of age or if the Puppy has previously been bred.

- (8) The Purchaser agrees to fulfill each and every one of the following *minimum* conditions (for the sire AND dam) prior to breeding the Puppy so as to meet the requirements for sound temperament, health and type. The Breeder agrees to authorize and sign litter registration forms as co-owner of the Puppy once the Purchaser provides proof to the Breeder that these conditions have been satisfied.
- (a) American Kennel Club's CGC or American Temperament Test Society's TT certification or the equivalent test for a non-U.S. resident Puppy.
 - (b) No history of aggression, biting a person, or dismissed by a judge (from a conformation show ring) due to inappropriate behavior.
 - (c) A clean bill of health from a veterinarian with current vaccinations.
 - (d) A passing hip score issued by OFA, PennHIP or an equivalent organization for a non-U.S. resident Puppy.
 - (e) Registration with at least one of the following reputable registries: any FCI-recognized registry (ENCI, FCPR, etc.), AKC-FSS, CCAA.
 - (f) An excellent or first-place rating from at least four different judges, two of which must be obtained after 12 months of age.
- (9) There shall be NO cross-breeding of any sort under ANY circumstances, whether to a purebred dog of another breed or a mixed breed dog.
- (10) No offspring shall be sold to a pet store, puppy mill or similar organization and no offspring shall be used for the purpose of dog fighting or laboratory experimentation.
- (11) The Breeder would like the opportunity to review the pedigree, health records and achievements of any dogs that the Purchaser is considering as a mate.
- (12) The Purchaser must offer a written contract/guarantee to all puppy buyers that contains paragraphs 4.a.ii.(8)(9)(10) in its entirety.
- (13) Additional provision for males:
- (a) The Breeder reserves FREE stud rights to males for the purpose of keeping our bloodline available.
 - (b) All expenses are the Breeder's responsibility, such as transporting the females to the male or paying to have the semen drawn and shipped.
 - (c) The Purchaser waives the right to any profit made by the Breeder in the sale of the puppies from any resulting litter.
- (14) Additional provision for females:
- (a) The Purchaser agrees not to breed in successive heat cycles and to wait at least one year between litters (one live puppy constitutes a litter).
 - (b) If both the Purchaser and Breeder mutually agree in writing that the Breeder shall have temporary custody for the purpose of breeding, it is understood and agreed that the following terms shall apply.

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- (i) The Purchaser understands that things can go wrong during mating, breeding and/or whelping a litter, including but not limited to: fighting (against an unwelcome male), death of the dam, emergency cesarean section, stillborn puppies, etc. and releases Breeder from any and all liabilities as a result thereof.
- (ii) To be at the Purchaser's expense:
 - 1. all conditions listed in paragraph 2
 - 2. transportation of the female to and from the Breeder
- (iii) To be at the Breeder's expense:
 - 1. boarding, food and upkeep of the female
 - 2. stud service expenses and fees (if applicable)
 - 3. advertising and interviewing potential puppy purchasers
 - 4. all costs necessary in raising the litter
 - 5. all guarantees, warranties and liability of the litter
 - 6. registration of the litter
- (i) If breeding attempts are unsuccessful, both parties agree that no expenses will be reimbursed by the other party.
- (ii) The Purchaser shall receive, as shared profit from the Breeder, the equivalent of the purchase price of:
 - 1. One puppy, when at least six puppies are sold
 - 2. Two puppies, when at least ten puppies are sold
 - 3. If five or less puppies are sold, the Purchaser waives the right to any profit made by the Breeder in the sale of the puppies from that litter.
- (iii) The Breeder reserves the right to register as the owner/breeder of the litter and affix the kennel name "California's" as a prefix to all puppies' registered names.

5. TERMS OF PURCHASE

a. Deposit

- i. The deposit is \$500.00 (five hundred dollars) in U.S. currency, payable in the form of a personal check (prior to the Puppy reaching 30 days of age) or wire transfer (once the Puppy reaches 30 days of age).
 - (1) Deposits will be accepted by the Breeder upon a successful mating of the sire and dam and execution of the Purchase Agreement and Guarantee.
 - (2) Deposits are fully refundable under any circumstances prior to the Puppy reaching 8 weeks of age. Once the Puppy reaches 8 weeks of age, the deposit becomes non-refundable and shall be retained by the Breeder.
 - (3) Upon cancellation and return of any applicable deposit, the Breeder and Purchaser agree to waive any and all claims and release liability for any and all damages.

Breeder: Souza
Purchaser:

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Breeder's Initials
Purchaser's Initials

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(4) The date the deposits are received by the Breeder shall determine the picking order of the puppies. If the Breeder happens to receive two deposits simultaneously, the Purchaser who submitted a complete puppy application first shall precede the other Purchaser in the picking order.

b. Price

- i. The price of the Puppy is \$3,000.00 (three thousand dollars) in U.S. currency.
- ii. The Purchaser would like to add the following optional items to the total purchase price:
 - (1) ___ Ear cropping (\$300.00)
 - (2) ___ Shipping (\$350.00 estimate, but only actual cost shall be applied)
 - (3) ___ Crate (\$50.00)
- iii. The total purchase price of the Puppy is \$_____, including any of the items selected in the above paragraph. This amount, including any applicable deposit, shall be received by the Breeder in the form of a wire transfer no later than the Puppy reaching 60 days of age.
 - (1) Following are the wire instructions to follow: (note: please check with your financial institution for their wire procedures and same-day deadline times)
 - (a) Wire Amount: \$_____
 - (b) Receiving Bank Name:
 - (c) 9-digit ABA Routing Number:
 - (d) Receiving Bank Phone Number:
 - (e) Receiving Bank Address:
 - (f) Name of Beneficiary:
 - (g) Beneficiary Account Number:
 - (h) Beneficiary Address:
 - (i) Reference:

c. Picking Order

- i. The Puppies shall be chosen when they reach approximately 6-7 weeks of age in the order of the deposits received, according to the type of Puppy (Pet or Show/Breed Quality).
- ii. The Breeder will attempt to recommend at least two Puppies for the Purchaser to choose from (it is also possible that the Breeder will only recommend one puppy as a good match for the Purchaser) but the Purchaser may make his or her own decision.
- iii. If the Breeder and Purchaser cannot agree on the selection of a Puppy, either party reserves the right to cancel the transaction with the return of the Purchaser's deposit.

d. Vaccinations

- i. The Puppy will have received their first two sets of vaccinations (the third set if shipped after 12 weeks, the fourth if shipped after 16 weeks) prior to going to its

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new home. If the Puppy is being shipped, the Breeder shall pay for a veterinarian-issued health certificate, as required by the airlines.

- e. Tail docking
 - i. According to the FCI Standard No. 343, the tail shall be amputated at the fourth vertebrae. This shall be performed at the Breeder's expense by the Loomis Basin Veterinarian Clinic, (916) 652-5818.
- f. Dewclaw removal
 - i. Front and rear (if any) dewclaws will be removed. This shall be performed at the Breeder's expense by the Loomis Basin Veterinarian Clinic, (916) 652-5818.
- g. Ear cropping
 - i. The ears shall be cropped according to the FCI Standard No. 343 at the Purchaser'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 60 days of age.
 - (2) Should the Purchaser decide not to take delivery of the Puppy (provided the Puppy is in good health and well-being), the Purchaser understands that the future salability of the Puppy may be affected and the Breeder shall retain a total of \$500.00 from the Purchaser.
- h. Microchip
 - i. The Puppy shall be permanently identified at Breeder's expense using an AVID® EuroChip, which can be read by AVID®, Destron® and HomeAgain™ scanners.
 - ii. The Breeder shall pay the \$15.00 PETtrac enrollment fee to register the Purchaser as the new owner. The Purchaser shall be responsible for notifying PETtrac of any changes in the Purchaser's contact information.
- i. Delivery & Shipping
 - i. The Puppy shall be ready for pickup at approximately 10-11 weeks of age, to allow time for the ears to heal from the ear crop. For puppies with uncropped ears, they shall be ready for pickup at approximately 8-9 weeks of age.
 - ii. If the Purchaser lives within the states of California, Nevada or Oregon, the Breeder highly recommends that the Purchaser pick up the Puppy in person from the Breeder's residence.
 - iii. The Breeder shall make shipping arrangements at the Purchaser's expense for the Puppy to a major airport with a direct, non-stop flight from San Francisco, Oakland or Sacramento International Airports. The Puppy shall be shipped according to the age guidelines set by the airlines or as soon as the ears are healed, whichever is later. If shipping to the Purchaser's nearest airport is not feasible, additional arrangements may be necessary.
- j. CCAA Membership
 - i. The Breeder will pay for a one-year membership in the CCAA (Cane Corso Association of America) within 7 days of delivery of the Puppy.

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6. OWNERSHIP TERMS

- a. 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.
- b. 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 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.
- c. 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.
- d. 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.

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- e. If the Purchaser wishes to transfer ownership of the Puppy to another person, the Purchaser must:
- 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
 - obtain prior approval IN WRITING from the Breeder before the transfer of ownership takes place.
 - 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 \$5,000 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.

- f. 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:
- 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
 - 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.
- g. 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. 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.
- h. Both parties agree to notify each other of any changes in contact information within 10 days of the change so that records shall remain current.
- i. The Purchaser agrees that their first names and state or country of residence shall appear on their Puppy's web page at <http://www.californiacanecorso.com>.
- j. With the Purchaser's prior permission, the Breeder may offer future puppy buyers the opportunity to communicate with the Purchaser via e-mail and/or phone for the purpose of a puppy owner reference.
- k. The Purchaser shall furnish copies of records of any medical condition the Puppy may have, OFA/PennHIP results, championship certificates, working titles of the Puppy to the Breeder, to be used in tracking the development of the Breeder's bloodlines.
7. RIGHT OF POSSESSION
- The Owner does hereby give the Breeder the right to take immediate custody of the Puppy at any time, from any person, pound, shelter, Rescue Service, or boarding facility where it may be placed, including all records and registration papers.
 - This statement will release any of the aforementioned persons, or facilities, from any liability or lawsuit, on the part of the Owner, of this Puppy for release of the Puppy to the Breeder.

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- c. If there is more than one Purchaser and there is a division of properties due to separation and/or divorce or if Purchaser becomes unable to make legal decisions or is deceased:
 - i. the Puppy shall not be held in litigation, trust, estate or under any similar custody situation.
 - ii. the Breeder has the right to enforce Right of Possession and immediately assume legal ownership of the Puppy (along with any and all records and registration papers) from any person, pound, shelter, boarding facility or any location where it may be placed.
 - iii. upon acquisition of the Puppy, the Breeder shall reimburse the original Purchaser the price of the Puppy after he/she has been re-sold (at the fair price determined by the Breeder, taking into consideration the Puppy's health, age and temperament conditions) minus expenses incurred by the Breeder.
- d. This statement shall also be considered the Owner's "Last Will and Testament" on the ownership of the Puppy. In the case of our demise, ownership of the Puppy, all records, and registration papers shall be immediately transferred to the Breeder. This Puppy shall, in no way, be held in litigation, nor ownership transferred to any other party not mentioned herein, including relatives or any persons or parties which may lay claim to this Puppy for any reason.
- e. The Right of Possession is duly enforceable by the Breeder at any time, from any person, pound, shelter, facility, or Rescue Organization; for the entire life of the Puppy.
- f. The Owner testifies that no contract, Last Will, sales contract, affidavit, transfer of ownership, nor any other form of documentation will be made concerning the ownership of this Puppy. Any such documentation, ownership transfer, or Right of Possession, shall not be made following the date of this document.
- g. This document shall be the sole enforceable documentation on the custody, or Right of Possession of this Puppy. Any or all documentation, contracts, etc., either prior to or following the signing of this statement shall be considered null, void and unenforceable.

8. 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 Placer County, California.

Breeder: Souza
Purchaser:

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Breeder's Initials _____
Purchaser's Initials

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- 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.
- 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.

9. ATTACHMENTS

- a. ENCI pedigrees (of Romeo and Arianna, plus all four grandparents)
- b. FCPR registrations (of Romeo and Arianna)
- c. AKC-FSS registrations (of Romeo and Arianna)
- d. ICCF registrations (of Romeo and Arianna)
- e. OFA certificates (of Romeo and Arianna)
- f. Volhard Puppy Aptitude Test (used to determine puppies' temperaments)
- g. Standard Cane Corso 2003 (used by the AICC/Italy and CCAA/USA)
- h. CGC (Canine Good Citizen) certificates (of Romeo and Arianna)
- i. TDI (Therapy Dogs International) registration (of Romeo)
- j. FBCA Temperament Test certificates (of Romeo and Arianna)
- k. ATTS Temperament Test certificate (of Romeo and Cyrano)
- l. Conformation championship certificates (of Romeo, Arianna, Cyrano and Cypress)

9. MONIES RECEIVED:

- a. Deposit received on _____ in the amount of US\$500.00.

_____ (Breeder initials here to acknowledge receipt of deposit)

The Purchaser understands that this deposit is fully refundable prior to the Puppy reaching 8 weeks of age as described on page 19, paragraph 5.a. of this Agreement and that the remaining balance of the Puppy must be received by the Breeder no later than the Puppy reaching 60 days of age as described on page 19, paragraph 5.b.iii. of this Agreement.

_____ (Purchaser initials here to acknowledge agreement of the above)

- b. Balance received on _____ via wire transfer in the amount of US\$_____.

_____ (Breeder initials here to acknowledge payment in full)

The Purchaser understands that once the Puppy reaches 8 weeks of age, the deposit of \$500.00 becomes non-refundable as described on page 19, paragraph 5.a. of this Agreement.

_____ (Purchaser initials here to acknowledge agreement of the above)

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10. CONTACT INFORMATION:

Breeder

Bob Souza
Leilani Souza

395A South Hwy 65, Suite 201
Lincoln, CA 95648

(916) 408-5500 home office
(925) 513-3400 Bob's cell
(925) 513-1119 Leilani's cell

<http://californiacanecorso.com>
info@californiacanecorso.com

Purchaser

Purchaser #1
Purchaser #2

Home Address
City, State ZIP

Phone

11. SIGNATURES & NOTARIZATION:

Once final payment has been made, please sign below in front of a notary public.

Bob Souza Purchaser #1

Leilani Souza Purchaser #2

Date Time

Date Time