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***M & M Kennels***

***Ocala, FL (352) 266-2251***

**Purchase Contract for:**

Terms and Conditions Required for Purchase:

M&M Kennels certifies that we are the legal owners and have good lawful authority to sell the dog listed above. We also certify that the dog will/has received its Health Certification in accordance with Florida law, that at the time of the sale the dog is healthy and gives no indication of any future health issues.

Once this contract is signed and the puppy is sent home, the breeder is not liable for any damages done by the dog to any person or property. The Puppy will be current on vaccinations and de-wormings prior to their departure. Buyer acknowledges that puppy is in good physical condition and appears to be healthy and free from illness at time of pick up. Buyers Initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

M&M Kennels will guarantee your dog’s health against congenital defects (i.e., Severe hip dysplasia, heart murmur, deafness or blindness) which have a direct fatal effect on the dog’s quality of life for up to 24 months (2yrs) from the date of birth. Defects such as cherry eye, skin allergies, cow- hocking, demodectic mange, any auto immune disorder or nutritional disorder, any disorders that are

not life threatening or that do not have a major detrimental effect on the quality of life of the dog, are not covered by the guarantee. M&M Kennels does not guarantee against hypoglycemia or any other common problems such as diarrhea, wormy stool, giardia, coccidiosis, ear mites, external parasites, stress due to shipping or the new home, etc. The Buyer acknowledges the puppy has been given at least one vaccination against parvo and acknowledges that that can result in positive parvo test from the antibodies within 2 weeks of being administered. The Seller does not cover any treatment for

Parvo. The breeder reserves the right to request a second opinion by a veterinarian/specialist of our choice if a major genetic flaw is said to be found. All veterinary expenses remain the sole responsibility of the buyer including any fees incurred from further testing with a specialist. Any claim of genetic fault needs to be in writing from a licensed veterinarian and accompanied by proof of proper veterinary care over the time period that you have had your dog. If defect is found to be genetic and life threatening or if the very unlikely event of puppy’s death, a, the must be performed at buyer’s expense to confirm cause of death as being hereditary or congenital. If found to be covered under this contract, buyer has the option of returning puppy and all paperwork at buyer’s expense, and a replacement puppy of equal value will be given as soon as one becomes available. If Buyer chooses to keep puppy, no replacement will be given. Buyer understands that at no time any monetary refunds will be given or offered by the Breeder, only a replacement puppy of equal value is offered. Please see listed below for details.

The Health guarantee is null and void if the dog is not seen by a licensed veterinarian for a basic check- up by the following date: \_\_\_\_\_\_\_\_\_\_\_\_\_. (48 hours from pick up) Once the puppy is seen by Buyer’s Veterinarian of Choice proof of physical exam must be sent to M&M Kennels showing that Buyer’s Veterinarian found no signs of genetic or hereditary defects. If at examination the Buyer’s Veterinarian is to find that the puppy was unfit for sale or genetic or hereditary defect the Buyer has the option to return the puppy and all paperwork to the Breeder at Buyer’s expense and receive a full refund. If Buyer chooses to keep the puppy with known health condition, they waive the right to receive a replacement puppy and M&M Kennel is not responsible for any future financial expenses caused or accrued by this known health condition. **Buyers Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proof of care over the life of the dog by a licensed DVM must be shown in writing for any claims against the guarantee. Basic yearly vaccines (Rabies, distemper, and parvo) and written proof of these vaccines by a licensed DVM are required to uphold the health guarantee. The health guarantee is null

and void if proof is not provided to M&M Kennels.

If diagnosed with hip dysplasia by a veterinarian, the dog will need to be seen by a specialist for further evaluation to determine whether the dysplasia is likely caused by the lifestyle of the dog. M&M Kennels will not be held liable. The buyer is responsible for all veterinary expenses and the cost of the testing that is required by the specialist. (The same would apply to "wobblers", HOD, mega-esophagus and any other disease where scientifically we do not know the direct cause of the illness and research says it may or may not be due to genetic flaw)

We require our puppy buyers to check in online or by phone 4 times a year for the first 2 years of

the puppy’s life. (Photographs are required so that we can access the growth of the pup) If more than three months pass with no contact the health guarantee will be null and void.

We require you to feed your puppy a certain diet that is recommended specifically for Great Dane puppies. You can cripple your puppy and cause severe health and growth issues by feeding the wrong food. Giant breed puppies require a certain balance of protein, calcium, and phosphorous to grow properly. We realize that all puppies are different and some family’s means to purchase the food we feed is not always an option. M&M Kennels will provide you with guidelines which you need to stay within as well as a list of food we recommend. Puppies are not to be fed any food containing over

25% protein, over 1.5% calcium, over 1.2% phosphorous. Over feeding is a main cause in growth related issues in Great Danes. Never give calcium supplements or vitamins containing calcium. You must keep all your food receipts or proof of what you are feeding. If you choose to feed a food that does not fall within our recommended guidelines, your health guarantee will be null and void.

**Buyers Initials**:

Voiding the health guarantee in no way affects or voids the remainder of this contract.

The Buyer agrees that if their circumstances change and they need to surrender the dog, they will return the dog to the Breeder. The puppy may not be transferred, sold, or placed at anytime or put into any other contractual arrangements by the buyer with a 3rd party without written consent by the Breeder. The buyer shall never abandon this dog to a shelter, sell it to a research center, or sell/transfer to a pet shop or persons contemplating breeding for sales to commercial distributors or resellers of animals. If it is found that you have transferred ownership of the dog in any way without written approval from M&M Kennels, you will surrender the dog immediately and pay to the breeder

$1000.00 for breach of contract.

# Buyers Initials:

This contract states that the dog listed herein is being sold as a pet only. This means that the dog will be altered (spayed/neutered) and that it will not be in anyway used for the purpose breeding. The buyer agrees that the dog will be altered by 24 months from the date of birth. Females may not be spayed prior to 10 months of age and males may not be neutered prior to 14 months of age (Unless deemed medically necessary by a licensed veterinarian). If puppy is altered before 10 months for females and 14 months for males without written proof from licensed veterinarian and approved by M&M Kennels, the health guarantee will be void. Voiding the health guarantee due to early sterilization in no way voids

the remainder of this contract. Once we have seen proof in writing from a licensed DVM, we will mail the registration paperwork to you. If no proof of alteration is sent to us by the dogs second birthday, no registration papers will be provided. If you are found to have bred the dog in question at any time without written approval from the breeder, ownership of the dog and any puppies produced will revert back to the breeder, and you shall pay a fee of $1,000.00 for each breach of contract.

# Alteration Due Date: Waived:

If waived the contract will be signed and a Full Rights contract will be included.

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

# Buyers signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

M&M Kennels holds the right to cancel a sale and refund buyers deposit at any time.

We promise we will be here for you and your new family member for life! But if you for any reason you have a negative experience with us, you are to not disclose private dealings on social media including Facebook, Instagram, Google etc. Posting negatively on social media will void our contract and legal action may be pursued. We ask if a problem arises that you follow this contract, as it is in place for when things don’t go as planned.

By signing this contract, you are stating that you are in agreement with the terms listed above, that you have read and understand these terms, and that any questions concerning these terms have been answered to your satisfaction.

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

# Buyer

**Date Date**

**Breeder M&M Kennels**

Owners Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

