

MAVERICK DANES SALES CONTRACT

This agreement is entered on this day, **June 5, 2020**, between:

Seller: Greg Outland
285 Cicero Beatty Rd, Raeford, NC 28376.
910-574-0433
maverickdanes@gmail.com

Buyer:

The "Dog/Great Dane//Puppy" sold pursuant to this contract:

Puppy's collar:
Color:
Markings:
Birth Date:
Sex:
Sire:
Dam:

BUYER AND SELLER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

I. Purchase Price

- a. The above Dog is being sold as a companion pet for the total sum of **\$2500.00**

II. Non-Refundable Holding Service Fee

- a. Buyer will pay a Non-Refundable Holding Service Fee of **\$500.00**, to be received by Seller on or before **June 13, 2020**. Payment of the remaining balance **\$2000.00** is due to Seller prior to the release of the Dog to Buyer.
- b. Buyer agrees that Buyer will forfeit the Holding Service Fee and any rights to the Dog if:
- i. Buyer fails to pay the Holding Service Fee prior to the date above, or
 - ii. Buyer fails to pay the balance of the Purchase Price and retrieve Dog by: **July 7, 2020** or
 - iii. In either of the above events, Seller shall be free to sell the Dog to another party.
- c. In the event the Dog is no longer available due to diagnosis of a severe congenital illness, death, or any other circumstance owing to the fault of the Seller, the Buyer's Holding Service Fee will be refunded.
- d. The Seller reserves the right to void this transaction and refund the Holding Service Fee for any reason.

III. Registration Policy and Penalties

- e. The Dog is sold with AKC LIMITED (Pet) Registration and Buyer has NO BREEDING RIGHTS.
- f. If the Dog becomes pregnant or sires a litter, all health warranties are VOID, and the Buyer owes Seller liquidated damages of **\$1,000** for each puppy produced by above Dog.

I have read this page in its entirety and agree to the terms contained within. Buyers Initials

IV. Temperament

Seller cannot warranty the temperament of the Dog. Environment, socialization, training, and genetics all affect temperament.

V. Required Updates:

Seller and Buyer mutually agree to notify each other of address and contact changes within 10 days.

VI. Seller's Representations

- a. Seller has ensured that the Dog is current on all necessary healthcare: dew claws removed, current vaccinations, and de-worming as per veterinary guidelines. Buyer will receive copies upon delivery.
- b. Seller agrees that should the Dog need additional veterinary care, prior to the Buyer receiving the Dog at 8 weeks, the sole financial responsibility of that care will be the Seller's responsibility.
- c. Seller guarantees that the Dog has been permanently microchipped for identification purposes.
- d. Seller agrees to register the Dog with the American Kennel Club with the prefix "Maverick Danes" within 3 business days of receiving the full Purchase Price of the Dog.
- e. Seller will provide the Buyer with literature and recommendations regarding large breed puppy food, supplements, and other miscellaneous advice on the care of Great Dane puppies and adults.

VII. Buyer's Responsibilities

- a. Buyer agrees that all veterinary costs, after the Dog leaves the Seller's premises, are the sole responsibility of the Buyer regardless of the diagnosis.
- b. Buyer agrees to register the microchip with AKC Reunite within 30 days of receiving the Dog. [REDACTED]
- c. Buyer agrees, in the event the Dog must be rehomed, the Seller is to be given "Right of First Refusal."
 - i. If Seller is able to take possession of the Dog, all AKC Paperwork and current vet records must accompany the Dog. Transportation back to the Seller is the responsibility of the Buyer.
 - ii. If Seller is unable to take the Dog back due to space limitations, the Seller will assist the Buyer in finding a new suitable home and assist in the transfer of all contracts, vet records, and microchip to new family. Buyer agrees to care for the Dog until a suitable home can be found.
 - iii. Dog cannot be transferred to another party, animal control, or rescue organization without written consent from the Seller and contact information for the Dog's new owner.
- d. Buyer agrees to have Dog inspected by a vet within 3 business days of taking possession.

VIII. 3 Day Health Warranty:

- a. Dog is warrantied to be in good health condition at the time of delivery. Buyer agrees to have Dog inspected by a licensed veterinarian within 3 business days of taking possession. If Dog is found to be in poor health or have an untreatable health condition at this inspection, the Buyer may request a full refund – less any transportation costs and associated veterinary expenses.
- b. If the Buyer wishes to submit for a refund - the Dog must be returned to the Seller within 72 hours of diagnosis of this initial exam in section VII (a). All original paperwork, registration, and the veterinarian's full findings and report declaring the dog as "unhealthy/unfit/or poor health" are required to be eligible for full refund. Seller is entitled to seek a third opinion via an impartial veterinarian.

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IX. Limited 2 Year Replacement Warranty:

We have our breeding stock screened against diseases of the hips and heart at minimum. This means that the parents have tested clear and the risk of a puppy having a genetic illness is decreased – it does not mean they are exempt.

Pet Insurance - There are things that we can test for as breeders and try our best to prevent. However, puppies are living, breathing, creatures. Random mutations can occur, and ailments will happen. We carry insurance policies on all our Danes under 3 years of age – because if something congenital or genetic occurs, it is usually found before age 3. Intestinal blockages, Hypertrophic Osteodystrophy, and Panosteitis are common Great Dane puppies and most commonly affect puppies under 18 months of age. These things are not covered under a Puppy Replacement Warranty, nor are the vet bills associated with it.

*****Maverick Danes highly recommends purchasing pet insurance***.**

A. The following illnesses are warrantied, if diagnosed prior to Dog's 2nd Birthday

- a. **Sudden death** - In the event of sudden death a full necropsy must be performed by a Licensed Veterinary Pathologist (ACVP). A necropsy performed and submitted for samples by routine DVM will not be accepted. Necropsy must clearly state a cause of death and that the death was due to a congenital abnormality. Inconclusive results will not qualify for a replacement.
- b. **Hip dysplasia** - OFA report rating of Moderate or Severe Hip Dysplasia as determined by the Orthopedic Foundation for Animals (OFA) or a Penn Hip. A copy of the official OFA/Penn Hip Report and x-rays to verify correct positioning and microchip number must be submitted to the Seller. X-ray's read by general veterinarian are not acceptable.
- c. **Cardiac** – diagnosis of congenital cardiac disease or deformity documented by a Board-Certified Veterinary Cardiologist, that cannot be treated with medication and has a prognosis of death within 2 years. A copy of the official echocardiogram and a written report by the cardiologist must be sent to the Seller. **Cardiac arrhythmias are not covered as we are unable to screen for it and they are treatable with medication.**
 - i. If the Dog is found to have been given a Grain-Free Diet, Cardiac Warranty is VOID.
 - ii. Cardiac Arrhythmia is on the rise in breeds across the world for unknown causes. **The best screening tool to prevent sudden cardiac arrest is to order a Holter Monitor at age 1 year, 3 years, and 5 years of age through NC State Veterinary Hospital Cardiology Department.**
<https://cvm.ncsu.edu/prebreeding-holter-monitor-request/>
- d. **Other congenital defects** - Diagnosis by a board-certified veterinary specialist, in the field of proposed defect/illness, as having a life-threatening congenital defect that has no prognosis of recovery and cannot be treated with medications. Report must clearly state that it is a congenital defect and prognosis is death or euthanasia within 12 months of diagnosis. All records must be sent to the Seller so a second opinion can be obtained.

B. To make a claim, the following items need to be submitted to the breeder:

- a. **Copies of all veterinary records** - from age 8 weeks until time of diagnosis, including veterinary notes and pathology reports, must be submitted to the Seller for review and a second opinion
- b. **Copies of dog food receipts must be submitted to the Seller.** This is to ensure that death or illness is not the result of grain free diets or a dog food recall. If a recall has resulted in the Dog becoming ill, the dog food company will require you to submit proof of food purchase or receipts – **so please save them.**

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C. Warranty Provisions

- A. Buyer acknowledges that walking, jogging, and running for extended distances prior to the Dogs first birthday will increase the risk of hip dysplasia and other growth abnormalities. [REDACTED] Initial
- B. Buyer acknowledges that over-feeding or feeding the Dog a kibble with protein in excess of 27%, Calcium in excess of 1.5%, Phosphorous in in excess of 1.2%, or high calories increases the risk of Hypertrophic Osteodystrophy, Pano, Retained Cartilage Core, and Angular Limb Deformity [REDACTED] Initial
- C. Buyer acknowledges that European Great Danes are at increased risk of Entropian, Ectropian, and Cherry Eye, among other defects correctable by surgery. Seller does not warranty against these defects common to the breed. [REDACTED] Initial
- D. All warranties are non-transferrable and are valid for the original buyer only.
- E. Warranty is to offer a replacement puppy only; no monetary or veterinary cost refunds will be granted.
- F. Buyer assumes all responsibility for transportation costs of replacement puppy to their home.
- G. Replacement puppy (if applicable): will be offered when a suitable replacement puppy becomes available.
- H. This puppy may or may not come from the next litter. Replacement puppies must be of equal value, same sex, same European percentage. If the same European percentage, or color, will not be available within 1 calendar year – you may pay the difference between original Purchase Price and cost of new Dog.
- I. If a replacement puppy is warranted, the Buyer has 1 calendar year from the date of the diagnosis of the Dog pursuant to this contract, to accept and take possession of a replacement puppy.
- J. In the event the Dog has become pregnant or sired a litter, all warranties are void.
- K. In the event the Dog was spayed or neutered before the age of 11 months old, the warranty is void due to increased risk associated with hip dysplasia and stunted growth.

L. Examples of Diagnosis Not Covered Under the 2 Year Replacement Warranty

- a. **Non-life threatening and/or treatable with medication or surgery including:**
 - o hernias, entropian, ectropian, cherry eye, acne, pyoderma, allergies, dermatitis, etc.
- b. **Disorders that are treatable and common in growing Great Dane Puppies:**
 - o Panosteitis, Hypertrophic Osteodystrophy (HOD), Angular limb deformity, Carpal laxity, etc.
- c. **Illness or death as a result of a Dog Food recall**
- d. **Illness or Death associated with feeding Grain Free Food:**
- e. **Neurological Illness or Death associated with certain flea or tick medications such as seizures**
- M. **Cancer of any type is not covered by this warranty.**
- N. **Spontaneous abnormalities that are acquired, not congenital, are not covered:**
 - o Addison's disease, Cushing's syndrome, auto-immune related disorders, Wobbler's , etc.
- O. **Bloat and/or gastric torsion and splenic ruptures are not covered.**
- P. **Accidents, ingestions, negligence, and abuse of any type are not covered by this warranty.**
- Q. **Complication arising from surgery or anesthesia related deaths are NOT covered by this warranty.**

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Legal Recourse

BUYER and SELLER agree that breaking any section of this contract, he/she will be held liable for damages in the amount of \$5,000.00 per part or provision of the contract that is broken. Additionally, the defaulting party will be held liable for any and all court costs that may be incurred.

This is a legal, binding contract between SELLER and BUYER and can only be changed by amendment dated and signed by both SELLER and BUYER. If any court or competent authority finds that any provision of this contract labeled (I through IX and consisting of 5 pages), or part of any provision, is invalid, illegal or unenforceable, that provision or part of provision shall, to the extent required, be deemed to be deleted and the validity of enforceability of the remaining provisions of the contract shall be in affect

Buyer and Seller agree that this agreement will be governed by the laws of the State of North Carolina and if either party initiate's legal actions pertaining to this contract then that action shall be initiated in the county of Hoke, state of North Carolina at the time legal action is taken. Any legal fees, attorney fees, court costs shall be the responsibility of the defaulting party. Unless this contract is signed in pen and a hard copy returned to the Breeder, then all warranties are null and void.

We, the undersigned, have read this contract and had ample time to discuss, have had any questions answered and so understand and agree to its terms and conditions. The written terms of this contract constitute the entire agreement between BUYER and SELLER.

(Seller Signature)

(Buyer Signature)

Greg Alvin Outland
(Seller Printed Name)

(Buyer Printed Name)

(Date)

(Date)

I, _____ picked up the above puppy on _____
(Buyer) (Date)