

Cook Arena Corgis

Contract and Policies

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| **Breeder Information:** | |
| Cook Arena Corgis  Dale & Heidi Cook  3791 Harrisburg Road  Summerville, GA 30747 | Heidi Cook Mobile: (678) 492-0440  Dale Cook Mobile: (706) 506-5030  Website: [www.cookarenacorgis.com](http://www.cookarenacorgis.com) |
| Above hereinafter referred to as “Breeder” | |

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| --- | --- |
| **Buyer(s) Information:** | |
| Buyer(s) Name(s): |  |
| Address: |  |
| City, State, and Zip: |  |
| Phone: |  |
| Cell: |  |
| Email: |  |
| Above hereinafter referred to as “Buyer” | |

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| --- | --- |
| **Puppy Information:** | |
| Puppy Name or Collar Color: |  |
| Sire: |  |
| Dam: |  |
| Date of Birth: |  |
| Gender: |  |
| Microchip & Company: |  |
| Above hereinafter referred to as “Puppy/Dog” | |

**Terms of Contract and Registration policies:**

1. Buyer agrees to purchase the puppy described above under the following warranties and conditions. NO OTHER WARRANTIES OR CONDITIONS ARE EITHER EXPRESSED OR IMPLIED.
2. Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.
3. Contract/warranties are only implied between the Breeder and the original Buyer, NOT to a third party.

**Registration:**

1. This puppy is sold with LIMITED (Companion/Pet) Registration. Puppy/dog is to be registered with AKC and may NOT be registered with any other registry without prior written agreement of the Breeder regardless of whether any type of registration paperwork was purchased or not. If the above listed Buyer is granted permission from the Breeder to register this puppy with another registry, then the Breeders kennel name “Cook Arena” must appear at the beginning or ending of the puppy’s name when registering. Buyer cannot use Breeder’s kennel name in any puppy resulting from the puppy purchased. Buyer cannot and will not have the name “Cook Arena” removed from the name of an already registered puppy with any registration service.
2. Puppy is not to be used in the creation of a “new” or “rare” breed in any way, shape, or form without written permission from the Breeder.
3. Puppy is warrantied only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

**Veterinarian Examination:**

1. Breeder warrants that the puppy is healthy at the time of sale to the best of Breeder’s ability. Breeder will have had the puppy checked over by a veterinarian before the puppy leaves for his/her new home.
2. Buyer has 2 (two) working days from the date of pick up from the breeder’s house, or delivery by car via an authorized Breeder’s representative to have this puppy examined by a state licensed veterinarian to affirm that the puppy is in good health.
3. If Buyer does not take the puppy to a veterinarian within the specified 2 (two) working days’ time frame, then the Buyer cannot return the puppy due to any illness, and the hip portion of this contract is considered null and void.
4. Buyer will not take puppy to any public places or let the puppy interact with any other dogs (unless that dog lives in the same household) until the vet check is performed.
5. If the puppy is found to be ill, the Breeder reserves the right to have puppy checked over by one of the Breeder’s veterinarians before refund is given. If the Breeder’s veterinarian concurs with Buyers veterinarian then 100% of the purchase price minus deposit and shipping will be refunded to the Buyer. Shipping costs (if applicable) resulting from shipping the puppy back to the Breeder is the Buyer’s responsibility. Buyers must return the puppy to breeder within 2 days of vet check in order to qualify for refund. Illness is defined as any condition that will render puppy unfit as a pet. Breeder is not responsible for any stress/environmentally induced disorders that the breeder may be unaware, including coccidia, giardia, or kennel cough.
6. Puppy must be shipped back to Breeder and all funds paid cleared before refund as stated above is given.
7. The Breeder is not responsible for any veterinary bills resulting from Buyer’s vet check or veterinary treatment of the puppy at any time after puppy has been turned over to Buyer.

**Nutrition/Vaccinations/Veterinary Care:**

Your puppy is up to date on vaccinations and worming at the time you receive him/her. Included in your puppy paperwork is a record that lists exact dates and what types of vaccinations/worming that were given.

It is important that your puppy receive additional vaccinations necessary to keep it protected against infectious canine diseases.

1. Buyer agrees to follow all local, state and federal laws concerning canine vaccinations
2. The Breeder is not responsible for any communicable diseases or reactions from vaccinations once the veterinarian has cleared the puppy in the first checkup that your puppy is to have within 2 (two) working days of the pickup date.
3. Buyer agrees to provide veterinary care when needed or as suggested by their veterinarian.
4. Buyer agrees to provide monthly deworming and flea medication as directed by veterinarian.
5. Buyer agrees that by signing this contract that they give the Breeder full permission and authorization to speak to, request documents, disclose, and release, without restriction, all of the puppies health information and medical records regarding any past, present, or future medical condition from any veterinarian or technician that has treated this puppy at any time.
6. Buyer agrees to feed a premium quality kibble or raw diet for the life of the dog.

It is suggested that you do NOT take your puppy to parks, pet stores or other public places until they are at least 4 months of age and all vaccinations are completed. The risk of your puppy contracting Parvo-virus, Kennel Cough, Distemper and other communicable diseases is not worth the risk.

**Temperament:**

1. Breeder cannot warranty the temperament or personality of puppies. Both genetics and the environment in which the puppy is raised can affect temperament. We have no control over the environment in which a puppy is raised, therefore we cannot warranty temperament.
2. Buyer agrees to make all reasonable efforts to properly socialize the puppy. It is suggested that Buyer attend a Puppy Kindergarten class or a Puppy Obedience class with their puppy.

**Hip Warranty:**

If, within 1 (one) year from the puppy’s date of birth, the puppy should develop hip issues as outlined below, the Breeder agrees to replace the puppy at no cost to the Buyer with a puppy of equal value but not to exceed the value of the original purchased puppy. Replacement will be made when a suitable replacement puppy becomes available. This puppy may or may not come from the next available litter. If replacement puppy is not accepted by Buyer, then Breeder is considered to have fulfilled their contractual obligation. There is only one replacement puppy per warranty. Hip Warranty is not transferrable to replacement puppy.

1. Hips: OFA (www.offa.org) Preliminary report rating of Severe Hip Dysplasia as determined by evaluation of a properly positioned dog in the x-rays being submitted to OFA qualifies for a replacement puppy. A copy of the official report along with a copy of the x-rays (to verify positioning) in a large enough electronic file format (in order to be able to see the x-ray's clearly) must be submitted to Breeder. Accident or injury that may have caused this condition does not qualify for a replacement puppy. X-ray’s read by general veterinarians are not acceptable. No other ratings by OFA or any other entity qualify for a replacement.

(Please note: We do have almost all of our breeding dog's hips evaluated by OFA either with preliminary or official ratings before breeding. We also do various other types of health testing as well and post it all on our website in full proof that it was, in fact, done. Many breeders do not do this and will tell you they have tested their dogs when, in fact, they haven't. These breeders will have every excuse in the book why they cannot prove to you in paper form that they have tested their dogs. Doing this health testing does not, however, guarantee that your puppy is exempt from any hip issues, or any other type of health problem. Mother Nature and genetics are extremely fickle and we want all of our puppy buyers to be aware that although we do our best to make sure that we are not producing puppies/dogs with health problems that sometimes they happen regardless of all the fail safes we put in place. Please consider health insurance on your puppy. It's a small price to pay if an accident should happen!)

1. Breeder agrees that Buyer has choice of keeping or returning the original puppy.
2. Buyer assumes all responsibility for transportation charges (costs) of replacement puppy to their home or to return a puppy to the Breeder.
3. Under no circumstances is the Breeder responsible for any veterinarian or health care bills the puppy may incur due to any illness or defect after contract is signed.
4. Breeder reserves the right to an in-house examination of the Buyer’s home by either the Breeder or Breeder’s designee before the puppy is replaced.
5. Breeder reserves the right to have dog examined by a veterinarian of the Breeder’s choice for a second opinion at the Breeders expense before the puppy is replaced.
6. Breeder reserves the right to make a determination that both parties are better served by refunding the buyer the original purchase price minus deposit and shipping costs in lieu of a replacement puppy.
7. If the puppy was kept at an unhealthy weight as determined by a veterinarian during the first year of life then the hip portion of this warranty is considered void.
8. In the event that a female puppy/dog conceives a litter the hip warranty becomes null and void.
9. In the event that a male puppy/dog sires a litter of puppies the genetic warranty becomes null and void.

**Cosmetic Defects:**

1. Breeder does not guarantee a certain size, height, weight, or color that the puppy will grow into.
2. Breeder will not replace puppies or contribute to the payment of medical bills due to cosmetic/minor defects such as, but not limited to: non-erect ears, missing tooth (teeth), incorrect bite, umbilical hernia, un-descended testicles, etc.

If the puppy’s ears are not fully standing at the age of 5 months (or after teething), the Breeder suggests that the Buyer has the puppy’s ears glued up or taped by a licensed veterinarian or by the Breeder.

**Living Arrangements / Welfare:**

1. Buyer reserves the right to inspect any prospective home before a puppy is sold and afterwards as well.
2. Buyer shall provide a fenced yard/electric fence or acreage sufficient for safety and agrees to never chain or tie out the puppy/dog for extended periods of time.
3. Buyer agrees that the puppy is to be a house pet only. Extensive time (alone) in outside areas, garage, or tied up outside is detrimental to the puppy.
4. The Dog is to be kept in the Buyer's living quarters.
5. Buyer agrees to provide proper and adequate shelter and fresh clean water at all times.
6. Buyer agrees to be merciful in discipline.
7. Buyer agrees to daily exercise and socialization puppy/dog in amounts appropriate to the age of the dog.

**Reservation of Rights:**

1. Breeder reserves the right to enforce this contract in order to protect the welfare of the dog.
2. The Buyer expressly grants permission for the Breeder or their designee(s) to visit the Buyer’s home at any time to verify the welfare of the dog.
3. The Buyer further expressly agrees that the Breeder may repossess the dog upon any evidence of neglect and/or abuse or upon any breach of this agreement, at no expense to the Breeder and with no refund of any monies to the Buyer.
4. If the Breeder does ask for the dog to be returned to the Breeder, due to neglect and/or abuse the dog shall be returned within 24 hours.
5. Should the Breeder need to seek legal action against the Buyer for violations of this agreement, the Buyer hereby agrees that he/she/they will assume any and all attorney costs, court fees, and other legal fees incurred in the process of enforcing this contract or of repossessing the dog.
6. Any placement costs, maintenance costs, boarding, medical and associated miscellaneous costs, (such as but not limited to retraining, socialization etc.) related to the repossession of this puppy/dog will be the responsibility of the Buyer.

**First Right of Refusal:**

If at any time, for any reason, the Buyer finds that they are unable or unwilling to continue to care for this dog then the Buyer agrees to contact the Breeder FIRST. The Buyer is required to inform the Breeder of such an issue as soon as possible.

1) The Breeder always gets first right of refusal upon decision made by Buyer to re-home the puppy sold to them by the Breeder.

2) If the Breeder is for whatever reason unable to take the puppy back, the Breeder must approve in writing the new home for any puppy/dog sold by Breeder. Such permission shall not be withheld unreasonably, but Breeder has the exclusive right to determine the suitability of any potential subsequent owner.

3) Buyer agrees to either transport the dog to Breeder, or to pay 50% of the shipping or transportation fees to Breeder’s location.

4) Buyer agrees that at the time of transfer of the dog back to the Breeder that all registration papers and medical records will be turned over to the Breeder, and all necessary paperwork will be signed transferring ownership back to the Breeder.

5) If the dog has a permanent form of identification, such as a Microchip or Tattoo, the Buyer agrees to contact the agency that the dog is registered with and has the ownership/contact information for the dog transferred into the Breeders name. Buyer agrees to have this completed within 24 hours of when the dog is given back into the Breeder's care.

6) Buyer agrees that at no time will they, without prior written permission from the Breeder, sell, give, trade, lease, adopt, place, or re-home this dog to any person, business or organization.

7) If Breeder is not notified before the transfer of puppy in any way, a penalty of $5,000 is owed by Buyer to Breeder.

**Required Updates:**

1) Buyer is required to send once yearly updates concerning the dog (an email to [info@cookarenacorgis.com](mailto:info@cookarenacorgis.com) will suffice!). These updates should include:

* Two photos of the dog (We’d love to see as many as you want to send!). One standing, taken from the side and one taken from the front sitting is fine. This allows us to evaluate, structure, color and form somewhat.
* Buyer also agrees that Breeder may use the photos and any particulars of qualifying awards in any future advertising. The photos you send may be used on our website to give other buyers an idea of what we produce. We are proud of all of our puppies and like to show them off!
* An explanation of any health or temperament issues. (This helps us with our breeding program.)
* General update of how the dog is doing.

**Notifications:**

1) If the Buyer moves from the address stated above, the Buyer shall, within 60 days of the address change, provide the new address and telephone number to Breeder.

2) If the Breeder moves from the address stated above, the Breeder shall, within 60 days of the address change, provide the new address and telephone number to the Buyer.

**Pricing/Shipping:**

Puppy is being sold for the amount of $\_\_\_\_\_\_\_\_. A $500 non-refundable deposit is due to reserve the puppy, with the remainder due in CASH prior to pick-up or shipping. Any travel or shipping costs are to be paid in full by Buyer prior to taking possession of puppy/dog.

In the event that Buyer is unable to fulfill obligations of purchasing said puppy, Breeder agrees to apply 50% of the deposit to another puppy, so long as puppy is purchased within one (1) year of original deposit date. However, Breeder makes no guarantee to any future litters – in the event that a comparable puppy is not produced within the one year time limit, Buyer forfeits full deposit.

In the event that puppy should become unavailable for any reason after deposit is received, Buyer will have the choice of either a full refund of deposit or to apply the deposit to another puppy/dog of equal value.

Date of Deposit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount of Deposit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Planned Date of Pickup: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Actual Date of Pickup: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Liability:**

Buyer agrees to release and hold harmless the Breeder for any and all liability, damages or injuries caused either directly or indirectly by the puppy/dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by the puppy/dog to any person, whether real or personal, after receiving and acknowledging delivery and possession of said dog. Buyer further agrees to indemnify or reimburse Breeder as a result of any costs or expenses incurred by the Breeder as a result of any act of Buyer causing liability damages or injuries as set forth herein.

**Legal Recourse:**

1. Buyer and Breeder agree that this agreement will be governed by the laws of the State of Georgia and if either party initiate’s legal actions pertaining to this contract then that action shall be initiated in the county of the state of the Breeder’s residence at the time legal action is taken (Chattooga County, Georgia). Any legal fees and court costs shall be the responsibility of the party found to be in default. If the Buyer is found to be in default of any of the terms of this contract by a court of law then a penalty of $5,000. 00 shall be owed to the Breeder.
2. Unless this contract is signed in pen and returned by mail to the Breeder then all warranties are null and void. Other conditions are not affected whether this contract is faxed, scanned or emailed.
3. 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 breeder. No other written, verbal or implied statements, promises, documents, or writings shall not have any effect on this contract unless whereas stated in the above.

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Breeder Signature Buyer Signature

\_\_Heidi Cook\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder Printed Name Buyer Printer Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date