



## *Comancheria Kennels Tibetan Mastiffs*

### **DEPOSITS**

Deposits of fifty percent of the purchase price are accepted for upcoming litters and are refundable under the following circumstances:

- Deposits are fully refundable prior to the whelping date if it becomes known that the dam is not pregnant and the buyer does not have interest in another litter.

Deposits are fully refundable after the whelping date if:

- Puppy of desired sex is not available
- Puppy of desired color is not available
- Puppy's character is not appropriate for the prospective home as judged by the breeder
- Breeder or buyer determines that the puppy purchase is not advisable due to information that was not available at the time of the deposit

Deposits shall be partially refunded under the following circumstances:

- If buyer changes their mind after whelping and before the puppies reach four weeks of age, fifty percent of the deposit will be refunded.
- If the buyer changes their mind when the puppies are between four and six weeks of age, twenty-five percent of the deposit will be refunded.
- After the puppies reach six weeks of age any refund is at the sole discretion of the breeder.

### **REGISTRATION**

Comancheria Kennels will submit litter registration to the American Kennel Club (AKC) and will also register each puppy individually with the AKC, buyers will pay the costs of registration of the individual puppies. Unless a separate agreement is reached, each puppy will be restricted "not for breeding" until the puppy has reached the age of two years and has had its hips and elbows evaluated by the Orthopedic Foundation for Animals and/or Pennhip. A copy of this report along with a brief note certifying the

general health of the dog will be provided to the breeder and the breeding restriction will be promptly lifted by the breeder. The prefix “Comancheria” or “Comancheria’s” will be used on each original registration. Puppies from each litter will have names that start with the same letter of the alphabet. There will be no exceptions.

## **TEMPERAMENT**

Every effort has been made to ensure that your puppy is born from healthy, well-tempered parents. Your socialization and proper care of the puppy will make it a welcome and loved member of your family. The breeder should be used as a resource and contacted with any questions or problems. Guard training and aggression training are not wise for the Tibetan Mastiff, as they are natural guardians. In order to properly socialize and train your puppy, you will need a great deal of patience and time during the first two years of his life. Roughhouse play with children, adults or other pets may result in heightened guardian instincts or downright aggression.

## **HEALTH**

Every precaution has been taken to eradicate CHD (canine hip dysplasia) from Comancheria Kennels’ Tibetan Mastiffs breeding lines. Both parents of the puppy have been evaluated for hip and dysplasia and have been undergone health checks by their veterinarian prior to breeding. The best veterinarian care available has been provided to both sire and dam and their offspring. The breeder follows a rigid vaccination protocol and puppies are guaranteed to have the vaccinations commensurate with their age at the time of sale. A record of vaccination will be provided to the buyer along with a schedule of remaining vaccinations to be administered after the puppy is in its new home. The puppy is guaranteed to be free of irregularities of health at the time of delivery to the owner but the puppy should have a “well check” within one week by a licensed veterinarian. If an airline loses or injures a puppy it will be the buyer's responsibility to ask for compensation from the airline. The breeder will assist in any way possible.

## **SPAY/NEUTER**

Any puppy may be spayed or neutered at the owner's discretion. Buyer promises that youngsters under the age of 11 months will not be spayed or neutered. As the breed has only one heat cycle per year, this will still allow adequate time prior to the first heat cycle for the puppy to be spayed. Female dogs should never be spayed while in season. Surgery should not be scheduled in conjunction with vaccinations.

## **BUYERS' COMMITMENTS**

Buyer agrees to refrain from placing their Tibetan Mastiff with a pet store, pet broker or shelter.

Buyer agrees that the dog/puppy will not be sold, traded, leased, transferred or given away without the foreknowledge and written agreement of the breeder. If, for any reason, a buyer should have to relinquish the dog, the buyer will notify the breeder immediately and the buyer will return the dog to the breeder. Buyer promises to promptly notify the breeder of any health or behavioral problems in the puppy. Buyer recognizes that this puppy is a living being that requires a lifetime of total love, support and commitment. Failure to provide humane care for the puppy will result in the buyer relinquishing the

puppy to the breeder at the buyer's expense. Humane care shall include proper nutrition, veterinary care, shelter and companionship. If neglect or abuse is evident or if the buyer violates any of the terms of this policy, the buyer will bear any legal costs to reclaim the dog. Buyer agrees that if any disputes arise, any litigation is subject to the laws of Alabama and all litigation will take place in Dekalb County, Alabama. Buyers agree to take whatever measures necessary to make certain that their Tibetan Mastiff is provided for and that their heirs or conservators are aware of the breeder's contact information. The buyer agrees to return the dog to the breeder in the event that the buyer cannot care for the dog. Buyer understands and agrees that if the dog is returned to the breeder there is no refund of the purchase price except for the provision of a health irregularity discovered during the wellness check discussed in the breeder's commitments section.

This Agreement constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of Alabama. The parties agree and submit, solely for the matters concerning this Agreement, to the exclusive jurisdiction of the courts of Alabama and agree, solely for such purpose, that the only venue for any legal proceedings shall be DeKalb County, Alabama. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be DeKalb County, Alabama, where all matters, whether sounding in contract or tort, relating to its validity, constructions, interpretations, and enforcement, shall be determined.

## **BREEDERS' COMMITMENTS**

Every puppy buyer has the right to a complete and honest disclosure of information about the breed, the bloodlines of the puppy and the individual puppy. In the event that a problem arises with the litter, the breeder will make every effort to inform the puppy buyers. The long-term health, temperament and well being of the dog are of primary interest to the breeder and so the breeder will make every effort to maintain an open dialogue with the buyer and to provide support and advice whenever possible.

## **PAYMENT AND REFUNDS**

The cost of any crate (used in transporting the puppy), flight costs, and cost of the puppy will be paid by the buyer by the time the puppy reaches eight weeks of age. Buyer will also pay the costs associated with the individual registration of the puppy by separate check made payable to the American Kennel Club in USD. Buyer will also pay the costs associated with microchip registration of the puppy. Puppies paid for within two weeks of delivery will be paid for by cashier's check or certified funds. Checks may be made payable to Comancheria Kennels, LLC.

In the event of the discovery of a health irregularity by the veterinarian during the puppy's first "well check" a full refund will be given upon return of the puppy and a written statement from the licensed veterinarian stating the nature of any health problems. Puppies that are injured or ill as a result of mistreatment will not be eligible for a refund. Should unforeseen health issues arise after the "well check", breeder will not be held financially accountable for any medical intervention. Breeder will not be financially responsible for any unforeseen health/socialization problems that result from failure to follow breeder's advice concerning vaccination protocol, health/socialization management, failure to provide proper diet or care, injury or mistreatment after the puppy leaves the breeder's care.

**SELECTION/PICK-UP OR SHIPMENT**

It is always the breeder's preference to have the puppy approved and picked up at the breeder's home. Breeder reserves the right to refund deposits and payments and void the contract if, in her judgment, the transaction is not in the long-term interest of the puppy. In the case where puppies are shipped, the breeder will decide the manner of travel based on the least traumatic impact on the puppy. Costs (which may include a shipping crate, health certificate and freight charges) will be born by the buyer.

**SPECIAL PROVISIONS (if applicable)**

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No warranties other than those stated herein are implied.

I have read and agree to the above conditions.

Buyer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_(please print)

Address:

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Home Phone: \_\_\_\_\_