

PURCHASE AGREEMENT

This agreement is made between _____ (Seller),
Address _____ City _____
State _____ Zip _____ Phone _____, and
_____ (Buyer),

Address _____
City _____ State _____ Zip _____ Phone _____, E-Mail
Address _____, Dated _____, for the
purpose of setting forth the terms and conditions of purchase by the Buyer of an American Bullmastiff / American
Bandog.

The puppy agreed to in this contract is: whelp # _____ sex _____, identified by _____
_____ out of: SIRE:
_____ DAM: _____,
hereinafter referred to as "Puppy", "Pup", or "Dog".

1. Ownership of the Pup will be transferred to the Buyer for the purchase price of \$ 1,200.00 USD (one thousand two hundred and 00/100 USD). Buyer must choose one of the two options listed bellow and sign his/her initials on the line provided in front of the option of Buyer's choosing:

_____ **Option One:** Buyer chooses to pay purchase price in full, with the understanding that if the Pup is under eight weeks old it will remain with Seller until its eighth week anniversary and that half of the purchase price is deemed a deposit and **non-refundable**. Buyer shall have all the eighth week until the Pup's ninth week anniversary to take possession of the Pup, after which time if the Pup has not been picked up and Buyer has made no new arrangements with the Seller, in writing, this Purchase Agreement shall be canceled and Buyer forfeits his pick of Puppy and the deposit made hereunder as part of the purchase price. Seller will then make other arrangements for the placement or sale of the Pup. Buyer can then transfer full purchase amount to any pup of the same litter that is still available, with a one week (7 days) extension to take possession of the Pup, after which if buyer has not taken possession of the pup and no new arrangements have been made with Seller, in writing, then Buyer forfeits pick and may transfer full purchase amount to the next available breeding of like an equal value, or request a refund of half of the purchase price and transfer deposit amount to a new Pup from the next available breeding of like and equal value. Buyer will be allowed only 3 different opportunities to transfer deposit or full purchase price to another breeding. If on the third transfer the Buyer still has not paid the balance in full by his pick's eighth week anniversary, then no more transfers will be allowed and Buyer forfeits his deposit and pick. If buyer chose to transfer full purchase amount of pup to a future breeding and has not taken possession of the Pup by its eighth week anniversary on the third transfer, then no more transfers will be allowed and Buyer forfeits full purchase amount along with pick. If the Puppy is past its eighth week anniversary, then Buyer must pay for Pup in full by cash before the Puppy will be released to Buyer.

_____ **Option Two:** Buyer chooses to pay the purchase price for Puppy as follows: \$ 450.00 USD (four hundred fifty and 00/100 USD) as a **non-refundable** deposit with the balance of \$ 750.00 USD (seven hundred fifty and 00/100 USD) to be paid before the Pup's eighth week anniversary or if the pup is past its eighth week anniversary then by _____, and before the Pup leaves Seller's possession. Unless other arrangements have been made between Buyer and Seller, in writing, if the balance has not been paid in full by the Pup's eighth week anniversary or date specified above, then this Purchase Agreement is cancelled and the Buyer forfeits his pick of Puppy and deposit. Seller will then make other arrangements for the placement or sale of the Pup. Buyer can choose to transfer his deposit to any pup of same litter that has not been sold yet, and will be given a week (7 days) extension to pay off the balance in full, or Buyer may transfer deposit to a new Pup from the next available breeding of like and equal value. Buyer will be allowed only 3 different opportunities to transfer deposit to another breeding. If on the third transfer the Buyer still has not paid the balance in full by his pick's eighth week anniversary, then no more transfers will be allowed and Buyer forfeits his deposit and pick.

2. If delivery is requested by Buyer, all transportation costs must be prepaid by buyer before shipping. Buyer is responsible for costs of crate, freight charges, any required vaccinations and/or any items required for shipping.

3. If payment is made by any means other than cash, then pup will be held until such funds have cleared Seller's Bank. If any funds for deposit or pay off of balance are returned as Non Sufficient Funds (NSF), then Seller will make other arrangements for the placement or sale of the Pup and Buyer forfeits pick and any deposit given hereunder and will be responsible for re-reimbursing Seller for any fees incurred by Seller due to Buyer's NSF check.

HEALTH GUARANTEE

1. Seller guarantees that the above-described Puppy is in good health at the time Buyer assumes ownership, has received appropriate medical inoculations, worming(s), and care. Seller will provide Buyer with a health record detailing the schedule of administered worming(s), vaccinations, and exams. Seller guarantees that the Puppy is free of life threatening diseases or disabilities for one year from the date of purchase and that no such life threatening diseases or disabilities are evident at the time of sale, and further that no genetic

disorders are immediately apparent. Buyer agrees to have the puppy examined by a state licensed Veterinarian in Buyer's place of residence and of Buyer's choice within 72 hours of receipt of Puppy or Purchase Agreement and Health Guarantee are void.

2. Should any life threatening diseases or disabilities be discovered by Buyer's veterinarian within 72 hours after receipt of Puppy, and attested to in writing to Seller by Buyer's veterinarian, then Buyer shall send to Seller by certified mail a written Veterinarian's certificate stating that the Puppy was in ill health when examined. Upon receipt by Seller of said certificate and documentation, Seller offers one of the options listed bellow. Note Seller does not offer cash refunds and will not be responsible for veterinary costs incurred.
 - a. Buyer can choose a replacement Pup at which time Buyer and Seller shall make prompt arrangements within 10 days of receipt of certified letter and Veterinarian certification for return of the Puppy sold herein to Seller's place of business. Buyer shall be responsible for taking good and reasonable care of the Puppy until Seller receives it. Costs and related expenses of returning the Puppy to Seller shall be the obligation of the Buyer. All action taken to return the Puppy shall be done with the best interest of the Puppy in mind including temperature at time of shipment and non-stop flights. Please, keep in mind that Seller does not run a puppy mill and will not always have a replacement pup on hand. This would mean that Buyer would be placed on a waiting list possibly months in advance to wait for the next available litter of pups. Seller will provide Buyer with a replacement Puppy of equal value and from the next available litter and any shipping or miscellaneous charges associated with transport of replacement puppy shall be paid in advanced by Buyer.
 - b. Should Buyer choose to keep the Puppy and accept a replacement Puppy, Buyer's veterinarian of choice must provide spay/neuter certificate to Seller. Upon receipt of spay/neuter certificate by certified mail, Seller will provide a replacement Puppy of the same quality and value from the next available litter. Please, keep in mind that Seller does not run a puppy mill and will not always have a replacement pup on hand. This would mean that Buyer would be placed on a waiting list possibly months in advance to wait for the next available litter of pups.
3. Seller reserves the right to have his own vet examine the Pup.
4. Conditions not covered by Health Guarantee:
 - a. As subluxation, OCD and HOD can be the results of poor nutrition, improper exercise and/or excessive crating no warrantee shall apply for these conditions. It is the Sellers opinion that unilateral dysplasia is non-genetic and of injury or nutritional origin.
 - b. As DJD Grade 1 type elbow dysplasia or unilateral elbow dysplasia can be the results of poor nutrition, improper exercise, injury from jumping or rough playing, no warrantee shall apply for this condition.
 - c. As Thyroid disease is often the result of improper nutrition the seller reserves the right to not warrantee this condition.
 - d. As heartworm related cardiac disease is brought on by neglect to properly care for the Puppy/Dog no warrantee shall apply for this condition.
 - e. No warrantee is given for Entropion or Extropion.
 - f. Since undescended testicles can be caused by injury or other trauma no warrantee is given for retained testicles after the puppy is received by the buyer. Male puppies have been examined and verified to have both testicles descended by my veterinarian at the time of health certification.
 - g. No warrantee is given for any condition if a male dog is neutered before the age of eighteen months.
5. Seller shall not be held responsible for the development of diseases or disorders which are due to Buyers negligence.

TEMPERAMENT

1. Seller strongly recommends that Buyer attend obedience classes with Puppy and provide broad socialization opportunities for Puppy.
2. Seller shall not be held responsible for acts of Puppy, which are due to Buyers negligence. The Buyer agrees that the Breeder is in no way liable or responsible for any damage, accident, or injury resulting from the Dog. Buyer will hold harmless Night Watchman Kennels, Juvenal Gonzalez and Christine N. Gonzalez, from any complaints, lawsuits, causes of action should this American Bullmastiff / American Bandog be allowed to cause injury or damage to another party or property.
3. Should Puppy exhibit aggressive behavior which Buyer deems intolerable and irreversible within 12 months after purchase, Buyer will provide Seller with proof that Puppy has been sufficiently socialized and that obedience classes and other structured training methods have been attempted with no results. Upon receipt of such proof, evaluations of Puppy will be scheduled with three recognized breeders or trainers, one to be chosen by Buyer, one to be chosen by Seller, and one to be chosen jointly. Should Puppy be deemed overly aggressive by two of the chosen breeders/trainers, Buyer can choose a replacement Pup at which time Buyer and Seller shall make prompt arrangements for return of the Puppy sold herein to Seller's place of business. Buyer shall be responsible for taking good and reasonable care of the Puppy until Seller receives it. Costs and related expenses of returning the Puppy to Seller shall be the obligation of the Buyer. All action taken to return the Puppy shall be done with the best interest of the Puppy in mind including temperature at time of shipment and non-stop flights. Please, keep in mind that Seller does not run a puppy mill and will not always have a replacement pup on hand. This would mean that Buyer would be placed on a waiting list possibly months in advance to wait for the next available litter of pups. Seller will provide Buyer with a replacement Puppy of equal value and from the next available litter and any shipping or miscellaneous charges associated with transport of replacement puppy shall be paid in advanced by Buyer.

GENERAL

1. Buyer agrees to allow Seller the right of first refusal, at no cost to Seller, should Buyer decide to sell, relinquish, or transfer Puppy at any time. This Pup is to never end up at any pound or shelter.
2. If the Dog cannot be kept by the Buyer, the Buyer shall notify the Breeder immediately. The dog shall not be sold, transferred, or given to any individual or to any retail or wholesale establishment for the purpose of sale or resale to the public, nor to any research institution where medical experimentation or other practices take place or to use it as breeding stock for a puppy mill.
3. The Buyer will be responsible for all veterinarian maintenance and boarding expenses necessary to keep the puppy in good health or to recover from an illness or injury. Maintenance also includes proper shots and worming(s). The Buyer shall provide the dog with veterinary care upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine vaccinations, and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides or contract is void.
4. Buyer agrees that the Puppy is being acquired as a family companion dog and will reside at the home of the Buyer, have access to a fenced yard, or other humane means of exercise not be chained or tethered, and will be provided with proper housing, a good quality diet, fresh water at all times, annual shots, and exercise. Buyer also agrees that this Puppy will not be used as a guard dog for any business. Buyer agrees to complete at least one basic obedience training course with the Puppy.
5. Buyer also agrees nothing will be given to the Dog that would encourage rapid growth; including steroids and/or anything that promotes rapid weight gain.
6. The Buyer and Breeder agree to keep each other informed of their current addresses.
7. Should Buyer choose to break any portions of this Purchase Agreement, Seller will be relieved of any obligation under this Purchase Agreement, and Seller will have the right to repossess Puppy.
8. Buyer agrees that he/she is not acting as an agent in the purchase of this Puppy.
9. ON ALL MALES SOLD Seller retains 2 breedings at own expense. They may never be used, but this is to ensure that Seller can keep on breeding the best dogs possible from his lines.
10. If any provision of this Purchase Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
11. This Purchase Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the purchase and care of the above described Puppy, and contains all of the covenants and agreements between the parties with respect to such relationship as Seller and Buyer. Each party to this Purchase Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party to this Purchase Agreement, or anyone acting on behalf of any party to this Purchase Agreement, which are not embodied herein and that no other agreement, statement, or promise not contained in this Purchase Agreement shall be valid or binding. This agreement may not be amended, modified, altered, or changed except by a further Purchase Agreement in writing by Seller and Buyer.
12. Any notices given by either party to the other under this Purchase Agreement shall be sufficient if in writing and if delivered personally or by mail, postage prepaid, to the other party's address appearing above. Either party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the actual date of mailing.
13. This Purchase Agreement is under the jurisdiction of the state of California, in the county of San Diego. It is agreed that the place of venue shall be in San Diego County, California. Any breach of this contract could be detrimental to the name and reputation of the Seller and the Seller will be entitled to 7 times the purchase price of the puppy including but not limited to attorneys fees, court cost, any and all expenses acquired and (or) return of Puppy/Dog. All other states and counties are asked to please accept this contract as legally binding and enforceable.

The undersigned agree to uphold all covenants of this Purchase Agreement as of this _____ day of, _____ 20____. This Purchase Agreement is made and signed by both parties to insure the well being and protection of this Pup. If the Buyer breaches any part of this Agreement, the Seller is released from any obligations under this Agreement.

By: _____ Date: _____
Seller

By: _____ Date: _____
Buyer

By: _____ Date: _____
Buyer