

A²O Danes

Karen & Jason Pope — Breeder
5841 Daughtridge Road, Rocky Mount, NC 27803
330-519-2373 — A2ODanes@gmail.com

Great Dane Puppy Agreement

This written agreement is between A2O Danes (Karen & Jason Pope), herein after referred to as “Breeder” and _____, herein after referred to as “Buyer” (“Agreement”).

Upon receiving full payment from “Buyer” for one Great Dane puppy identified in this Agreement, [NOTE - NOW EVERYTIME THE AGREEMENT REFERS TO “PUPPY” IT MEANS THE ONE THAT’ S BEEN IDENTIFIED] herein after referred to as “Puppy” (regardless of age), “Breeder” will transfer, subject to the terms and conditions contained in this Agreement, the ownership for “Puppy”. “Puppy” registration, will be provided as described under Registration Type in Puppy Information section. “Puppy” will be offspring produced by the sire and bitch identified under the Puppy Information section.

“Puppy will have a two-year **genetic** health guarantee as described in this Agreement. “Puppy” will be up to date on age-appropriate parasite control and immunizations and will have dew claws removed. Also “Puppy” will have had a minimum of two health checks by a licensed veterinarian prior to release. A health record will be provided at the time of “Puppy” transfer to “Buyer”. “A2O Danes” puppies are well socialized with animals and humans from the beginning of their life until they are placed in their new home.

Agreements are important and designed to protect “Buyer”, “Breeder”, and most importantly “Puppy”. The ultimate goal of this “Breeder” is to ensure that “Puppy” will be provided a happy, safe, and healthy environment and home.

This Agreement: 1) Provides expectations and provisions for the lifetime care of “Puppy”; 2) Acts as a receipt and binder to protect “Buyer”; 3) Ensures that “Buyer” is satisfied with “Puppy” transaction; and 4) Provides basic guidelines to assist “Buyer” with understanding what is required to take care of a Great Dane puppy.

“Breeder” guarantees “Puppy” will be in good health at the time of transfer. Lifetime non-financial support for “Puppy” will be provided by “Breeder”. This support includes availability and a supportive resource for questions and advice related to health, growth, nutritional questions, etc., for the life of “Puppy”.

Purchase Agreement

“Buyer” has agreed to pay \$_____ for “Puppy” (identified in this Agreement) and is placing a deposit of: \$300.00 which is non-refundable and non-transferrable except if Breeder, for reasons beyond its reasonable control, is unable to transfer “Puppy” to “Buyer”. Transfer of “Puppy” will be on a date agreed upon between “Breeder” and “Buyer”. “Puppy” only leaves once veterinary clearance has been obtained, and the puppy is 8 weeks or older.

Acceptable payment method for deposits include: Venmo, personal check, Cashier’s check, or Cash. Final balance for puppy will be cash only, unless early payment was arranged and has been processed and cleared. “Breeder” prefers cash as payment of the final balance.

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“Buyer” Information

Buyer Name:

Phone:

Address:

Email:

Buyer Signature:

Date:

“Puppy” Information

Puppy Description	Whelping Date	Color
Sex	Notes	
Puppy Litter Application	To be issued to “Buyer” at pick-up	
Sire’s Name	Odin	Registered Name will be on litter application and pedigree
Dam’s Name	Athena	Registered Name will be on litter application and pedigree

“Registration Type”

Limited Registration/Pet Companion- “No Breeding Rights”-puppy registration application will be provided to “Buyer”. It will be documented with American Kennel Club (AKC) by “Breeder” that this “Puppy” is limited registration. No puppies whelped of “Puppy” should be registrable through AKC. There will be a \$500 fee charged per puppy if “Puppy” is bred without permission.

“Microchipping”

Microchipping is will be performed by “Breeder”. The “Breeder” will register the microchip for the “Puppy”, and will be listed as second contact. This is only to prevent undue stress on “Puppy” if he/she is scanned and the primary contact for “Buyer” cannot be notified. In this instance “Breeder” will make every attempt to pick up or have “Puppy” picked up to prevent undue stress. All attempts will be made to reach “Buyer” in this occurrence before and after Breeder picks up “Puppy”.

“Conditions of Sale”

1. “Buyer”(s) understands that in the event “Puppy” is unable to be kept, ***UNDER NO CIRCUMSTANCE IS THE PUPPY TO BE PLACED ANYWHERE PRIOR TO CONTACTING THE “BREEDER”***. “Buyer” is obligated to contact “Breeder”. Upon contact of “Breeder”, “Breeder” and “Buyer” will determine the best scenario for “Puppy”, whether it be return to “Breeder”, placed in a suitable home approved by “Breeder”, or rescue placement. This always depends on the “Puppy” at the time needing return. If it is decided “Puppy” shall be returned to “Breeder” ownership for “Puppy” will be transferred to “Breeder” and health record and registration papers must be included. Compensation to “Buyer” will not be provided. Ownership for “Puppy” will be transferred to “Breeder” who will be assuming and resuming care and responsibility for “Puppy” in which “Buyer” had originally agreed to provide for. In special circumstances if “Buyer” is wanting to re-home “Puppy” and has located a potential suitable placement for “Puppy”, “Breeder” shall be notified and consulted, in agreement with the transfer, and have the opportunity to interview the potential new owners. The goal of this “Breeder” is that every “Puppy” be placed in a suitable and safe home and “Breeder” know where “Puppy” is located. **If it is found that “Puppy” has been placed without “Breeder”**

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notification, “Breeder” may remove “Puppy” from new location as it is “Buyers” responsibility to notify “Breeder” and it is the “Buyer’s” responsibility to contact “Breeder” to jointly determine best outcome for “Puppy”.

2. Under NO CIRCUMSTANCES will “Puppy” ever be used in experiments, dog fights, or any similar activities. **Reported or suspected engagement in such activities, or abuse or neglect of any kind, will constitute grounds for the “Puppy” being confiscated.**

3. Puppy Health & Nutrition

- ✓ “Buyer” must provide proper care for “Puppy” at all times for any health guarantee to be valid.
- ✓ “Breeder” shall not be responsible or liable for any medical costs incidental to the puppy after “Buyer” receives “Puppy”. This includes a necropsy if one is performed.
- ✓ “Breeder” guarantees “Puppy” to be in good health at the time of transfer and will provide a health record for “Puppy”. “Puppy” will be up to date on age-appropriate vaccinations, de-worming, and/or any veterinary recommended treatment.
- ✓ **Within 48-72 hours of “Buyer” receiving “Puppy”**, an examination by a licensed veterinarian shall be performed unless otherwise agreed upon in writing at the time of “Puppy” pick-up. This shall be documented in this Agreement prior to “Puppy” leaving the premises. Any age appropriate, vaccinations, treatments or test due, based on the provided health record should be performed at that first veterinary visit.
- ✓ “Buyer” must provide proper feeding/vaccinations/de-worming/treatment and documentation of such in order for the health guarantee to be valid. **Please be aware and research the possibilities associated with giving multiple vaccines simultaneously and the possible correlation of vaccine induced HOD.** There is significant research by Dr. Jean Dodd on vaccine induced HOD.
- ✓ “Breeder” does not guarantee against health issues such as but not limited to: hypoglycemia, immunity level, pneumonia, heatstroke, diarrhea, wormy stool, conjunctivitis, giardia, coccidiosis, ear mites, ear infections, fleas, ticks, parasites, gastric torsion or bloat, cherry eye, haw eye, entropion, allergies, uneven bites, eye of skin related conditions, mange, inguinal or umbilical hernia, undescended testicles, panosteitis, HOD, knuckling, and/or kennel cough.
- ✓ In the event that a health concern is identified at the first “Puppy” veterinarian visit provided “Buyer’s” veterinarian, “Breeder” must be notified immediately. A copy of the veterinarian’s exam, that must include “Puppy” microchip number, and the identified concern, must be sent to “Breeder” immediately upon findings. If a health concern is identified, the veterinarians of both “Breeder” and “Buyer” shall agree that the health concern is pre-existing. If the veterinarians of “Breeder” and “Buyer” do not agree, a third independent veterinarian agreed upon by “Breeder” and “Buyer” will be consulted for final determination. In this event a replacement puppy of equal or lesser value will be provided from a future litter.
- ✓ In the unlikely event of “Puppy” death within 24 hours of purchase, “Buyer” shall have a necropsy performed. If cause of death is determined not to have been caused by any action or inaction of “Buyer”, the veterinarian of the “Breeder” shall examine and agree on the necropsy report. If the veterinarians of “Breeder” and “Buyer” do not agree, a third independent veterinarian agreed upon by “Breeder” and “Buyer” will be consulted for final determination. In this event a replacement puppy of equal or lesser value will be provided from a future litter.

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- ✓ If within the first two years, a life-threatening **genetic** defect is determined, the veterinarian of the “Buyer” shall send the report/findings to the “Breeder” for veterinary review. Upon review and agreement of the report by the veterinarian of the “Breeder”, a replacement puppy of equal or lesser value will be provided from a future litter. If the veterinarians of “Breeder” and “Buyer” do not agree, a third independent veterinarian agreed upon by “Breeder” and “Buyer” will be consulted for final determination.
- ✓ In the unlikely event of “Puppy” death in the first two years due to a life-threatening genetic defect, a signed statement, including “Puppy” microchip number, and necropsy report from the veterinarian of the “Buyer” confirming such an event shall be submitted to “Breeder”. If cause of death is deemed genetic by the veterinarian of the Breeder” after review of the necropsy report, a replacement puppy of equal or lesser value will be provided from a future litter. If the veterinarians of “Breeder” and “Buyer” do not agree, a third independent veterinarian agreed upon by “Breeder” and “Buyer” will be consulted for final determination.
- ✓ “Breeder” is not held responsible or liable, after “Buyer” receives “Puppy”, for preventable or accidental death, injury/illness, non-genetic problems, negligent care or lack of care by “Buyer”. “Breeder” also is not held responsible for elective surgical procedures. Examples include, but are not limited to: improper nutrition, failure to vaccinate, improper vaccination, failure to treat for parasites, Hypertrophic Osteodystrophy (HOD), Panostetitis, ear cropping, eye surgery, etc.
- ✓ It is highly recommended to spay/neuter “Puppy” for health purposes once they reach adequate maturity. Keep in mind Great Danes are giant breed dogs. They grow until they are approximately 3 years old. This includes bone and muscle growth. Hormones regulate growth. It is not recommended according to research of giant breeds to spay/neuter at 6 months or after the first “heat” as is common in small and medium sized dogs. A veterinarian experienced in giant breeds should guide the “Buyer” in this decision. “Breeder” recommendation is to wait until at least 18 months based on research performed on giant breed dogs. Two years is now being recommended by recent research.
- ✓ It is the expectation of “Breeder” that the “Buyer” of “Puppy” will maintain the physical attributes of the “Puppy”. The “Buyer” agrees not to crop the dog’s ears or tail unless for medical necessity. In 1899, ear cropping was banned in England except for medical necessity.
- ✓ It is the expectation of “Breeder” that the “Buyer” of “Puppy” be prepared to provide proper nutrition and purchase food that promotes proper nutrition and supports proper growth of a giant breed puppy. This is extremely important with giant breeds. Research based facts have shown that many health and development disorders are linked to improper nutrition of Great Danes. Giant breed puppies should be fed food that has proper protein levels with correct Calcium/Phosphorus (Ca/Ph) ratio to ensure proper bone growth. Puppies sold by “Breeder” have been fed “Victor” brand dog food, “Beef and Brown Rice Formula” mixed with Canidae All Life Stages Turkey Meal & Rice formula Large Breed dry dog food. For retailers/dealers of this food one may visit www.victordogfood.com to find a dealer near you. This food is also available at www.chewy.com. Amazon also carries this food. Feeding and immunizations will be discussed and reinforced at time of “Puppy” transfer or prior. Please be aware, that it has been the experience of our mentor, who would receive many follow up calls regarding veterinarians suggesting switching puppies to other food, many times one their office sells. Keep in mind they may sell food because there may be incentives. Ensure that the food you select is healthy for your

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giant breed puppy. If corn or corn meal are in the top five ingredients of the food you select it is advised to find another food. Corn based products are one of the most common causes of sensitivities and allergies for dogs. Any guarantee placed on “Puppy” in this Agreement will be void if there is not documented proof of proper nutrition. It is recommended that “Buyer” keep records/receipts showing the type of food “Puppy” has been fed while under the guarantee period. Please do your research on the new findings regarding “Grain-free” food and the possible correlation to Dilated Cardiomyopathy (DCM).

- ✓ It is not recommended that giant breed puppies be allowed to exercise unsupervised and uncontrolled. Excessive running and jumping may cause permanent damage to “Puppy” that may negatively affect musculo-skeletal structure or may cause problems with internal organs, especially the heart.

4. It is understood at the time of sale that this is a pet quality “Puppy” and it is representative of the breed. The “Puppy” is structurally, and has a temperament, suited as a companion and/or obedience dog. Training classes are recommended for a happy relationship between “Buyer” and “Puppy”.

5. No replacement for temperament is given, as this is considered mostly environmental and the “Buyer” is responsible for providing a well socialized environment for “Puppy”. As a responsible “Breeder” it is guaranteed at the time of transfer, “Puppy” will have been well socialized to animals and humans. As “Breeder”, the goal is to produce dogs of sound mind (temperament) and body. It is the responsibility of “Buyer” to provide proper feeding, exercise, socialization, and training; all of which have a bearing on the end result of a sound dog. At minimum, basic level training is highly recommended. It is difficult to change behavior once a dog has established undesirable behaviors. Condition and train your “Puppy” as you want them to be when they are grown.

6. “Breeder” is not responsible for any damage to property by “Puppy”.

7. “Breeder” reserves the right to contact “Buyer” to inquire about “Puppy”. “Buyer” may be subject to home checks if it is suspected/reported that “Puppy” is not being taken care of properly and/or to prove “Puppy” is still in “Buyer” possession. If “Buyer” relocates, “Breeder” expects to be notified within 30-60 days of new phone number, address, and/or email.

8. In the event “Buyer” needs to report health concerns regarding “Puppy”, it is understood that “Breeder” expects “Buyer” has sought proper veterinarian care and maintained records regarding veterinarian exams. Also, it is expected that “Buyer” can provide information regarding the living environment, socialization, training, and feeding (type of food and meal schedules) that have been provided for “Puppy”. Some examples include but are not limited to: Heartworm checks and prevention, vaccines, de-worming, and preventatives. The “Buyer” further warrants that the “Puppy” will be provided appropriate living conditions and nutrition for its health and welfare.

In the event there is ever a time a replacement puppy is necessary; no cash refund will be given. UNDER NO CIRCUMSTANCES WILL REPLACEMENT OF A PUPPY TAKE PLACE IF ALL ABOVE CONDITIONS ARE NOT MET. If a puppy of equal value is unavailable, the purchase price of “Puppy” will be applied to the price of a puppy when one becomes available. “Buyer” will be responsible for any difference in the price if a puppy of a higher price is chosen by “Buyer”.

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Failure to comply with and provide documentation of requirements within this Agreement deems all guarantees null and void. This Agreement is between the “Breeder” and the “Buyer”. No statement or verbal agreements made by either party that are not documented in this Agreement shall be valid or binding. This Agreement may not be modified or altered except in writing and signed by both parties.

Violation of this Agreement will constitute a BREACH of CONTRACT. In the event of BREACH of CONTRACT by “Buyer”, and the “Breeder” enforces its right to repossess the “Puppy”, the “Buyer” will be charged for any and all expenses incurred while trying to repossess “Puppy”. Should there be an actual event where this Agreement should go to court, the losing party will be responsible for all court related cost. In this event a detailed list of charges incurred by the prevailing party will be provided. The parties agree to first attempt to settle any issues arising out of this Agreement out of court in a civil manner. However, if for any reason there should be a dispute, all proceedings are to take place under the jurisdiction of the state of North Carolina, in the county of Nash.

It is the desire of the “Breeder” and it would be greatly appreciated, if updates on “Puppy” be regularly provided. This can be performed by Facebook, email, phone, text, etc. Pictures of A²O Dane babies are great so we can continue bragging and showing them off, even once they are with their new family.

*****There is a two- year genetic health guarantee only if all conditions of this Agreement are met.*****

“Puppy” paid in full: \$ _____

***** “Buyer” understands and agrees that the price of A2O puppies vary based on color and markings and that the price above is for the “Puppy” described in this Agreement.*****

This Agreement may be printed and sent with a non-refundable deposit check of \$300 or payment in full, or it may be completed and emailed back and a non-refundable deposit paid with check or via Venmo.

I have read and understand the content of this Agreement and voluntarily agree to all elements, stipulations, and provisions within this Agreement as evidenced by my initials at the bottom of each page and my signature below.

Comments or documented changes to Agreement:

Signature & Date for Agreement—to be signed upon entering Agreement.

“Buyer” Signature & Date

“Breeder” Signature & Date

PAYMENT IN FULL PRIOR TO TRANSFER OF PUPPY

Final Signature & Date for Sale of Puppy—to be completed when “Puppy” is transferred to “Buyer”.

“Buyer” Signature & Date

“Co-Buyer” Signature & Date

“Breeder” Signature & Date