



## Castagnoli Family's Breaking Trail Berners

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### Puppy Adoption Contract

The Breeder, Jen Castagnoli and the Adoptive Owner, \_\_\_\_\_ hereby agree to the following:  
The Breeder hereby transfers to the Adoptive Owner, for the total adoption price of \_\_\_\_\_ dollars  
(Includes Sat Lake County Sales tax of 7.25%), which is acknowledged specifically for 1 AKC Limited Registration  
\_\_\_\_\_ Purebred Bernese Mountain Dog puppy, born on \_\_\_\_\_.

**HEALTH GUARANTEE:** The Breeder Guarantees to the best of the Breeder's knowledge that the puppy is in good health on day of transfer. The Adoptive Owner has the right to return the puppy for the full adoption price if the puppy is examined by a veterinarian and found to be anything other than healthy by the veterinarian within the first 72 hours of transfer. Failure by the Adoptive Owner to have the puppy examined within the 72 hour period will void this warranty. While the Breeder does their best to prevent and treat parasitic and protozoan infections, the Breeder does not guarantee for the puppy to be completely free of parasites or protozoa.

Should the puppy happen to pass away within the first year of life due to a genetic disease, the breeder agrees to refund the puppy adoption price in full. Cause of death must be confirmed by a licensed veterinarian with documentation of cause of the death provided to the breeder within 14 days of findings. Documentation must prove cause of death to be in fact genetic and not in any way environmental.

Additionally, for the first year of the puppy's life, the Breeder guarantees the puppy to be free of being diagnosed with Hip and Elbow Dysplasia beyond a rating of Mild or Grade 1. Dysplasia must be determined by OFA, and positioning and quality of slides evaluated and approved by Breeder before submission to OFA. In the event the puppy is diagnosed with dysplasia beyond Mild or Grade 1, before 1 year in age, the breeder agrees to refund the total puppy adoption price.

All Health records of the puppy's first year of vet check-ups and weight gain must be released to Breeder to qualify for the Health Guarantee. If the dog is overweight, over exercised or re-homed without the Breeder's knowledge every part of the health guarantee is voided.

**COMMITMENT:** The Adoptive Owner agrees that they have thoroughly researched the Bernese Mountain Dog breed and understand the many health issues they may possess. The Adoptive Owner agrees to be responsible for any veterinarian costs accumulated by the dog while in the Adoptive Owner's care.

**The Adoptive Owner agrees to not let the dog become overweight or engage in over-exercise, especially during the major growth period,** this can cause nonreversible permanent damage to your fast growing large breed pup's joints and muscles. The Adoptive Owner shall maintain the dog in good condition, including adherence to regular immunization schedules, heartworm preventative, proper diet, healthy weight and a clean, safe, loving environment.

The dog is to be loved and kept close to their human family- not left out in extreme temperatures, ignored or chained/tied out, Bernese are a breed that in order to thrive they must be kept close to their human companions.

In the event the Adoptive Owner can no longer keep the dog, he/she agrees to contact the Breeder and return the dog to the Breeder with no refund of adoption price or let the Breeder assist in finding the dog a new home. In no case is the dog to ever be turned over to a shelter or re-homed without the Breeder's knowledge.

**The Adoptive Owner agrees to spay/neuter the dog and never breed the dog in any capacity.** Spay/Neuter is recommended between the ages of 1.5 & 2 years of age (after the major growth period has passed). Upon the Breeder's request, Adoptive Owner must be able to provide proof of spay/neuter to the Breeder by 2 years of age. Failure to spay/neuter will result in a 3000. dollar fine. Any litters produced unintentionally/ intentionally will incur a 10,000. dollar fine per incident. Adoptive Owner also agrees to pay any legal fees incurred by the Breeder while recouping the fine. \_\_\_\_\_

**TEMPERMENT:** While Bernese are known for calm loving temperaments, the Breeder does not guarantee temperament and is not responsible for any future damage or injury caused by the dog.

Adoptive Owner agrees to stay in contact with the Breeder throughout the life of the Dog with pictures, updates and health info.

Above stated Puppy's health has been evaluated by the Breeder's Veterinarian and the Adoptive Owner has been informed of the Vet's findings listed below.

*Any litigation in regards to this contract will be carried out in the Breeder's County and State.*

**Breeder and Adoptive Owner have read and agree to the terms of this contract:**

Executed: \_\_\_\_\_

\_\_\_\_\_, **Breeder** , **Adoptive Owner**

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**New owner Information:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

StreetAddress: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ **Puppy weight day of transfer:**

**Litter#**                      **AKC#**                      **MChip#**

**Puppy was evaluated by breeder's vet on:**                      **Clinic:**

**Vet:**                      **Phone:**                      **Fecal Results Parasite/Protozoa:**

**Vets Findings:**