

“vom Sonnenhügel” Purchase Contract & Warranty

This agreement is made, and hereby entered into, on this ____ day of _____, _____ by and between “vom Sonnenhügel”, (hereafter referred to as “ Seller “), and _____, (hereafter referred to as “ Buyer “), for the purpose of setting forth the terms and conditions of the purchase by the Buyer of a purebred German Shepherd from the litter whelped on _____ out of:

Name of Sire: _____ AKC# _____

Name of Dam: _____ AKC# _____

Name of Puppy _____ AKC# _____

The Seller agrees to sell and the Buyer agrees to buy one ____male ____female German Shepherd Dog, (hereinafter “animal”) from the above-described litter.

The Seller warrants that the above-described animal is in good health and free of communicable diseases at the time Buyer assumes ownership. Buyer agrees to have animal examined by a licensed Veterinarian within 72 hours, (not including weekends or holidays), of receipt of animal. Proof of inspection will be required prior to the Seller forwarding AKC registration papers to Buyer. If as a result of the examination, the Veterinarian determines that the animal is not in good health, then the Buyer shall elect to keep the animal or return the animal to the Seller for a refund. If the Buyer elects to return the animal, the Buyer shall within 10 (ten) days after the date of the signing of this contract, send to the Seller, by certified mail, a written Veterinarian certificate stating that the animal was in ill health when examined. Upon receipt of the animal, The Seller shall be obligated to refund all monies received from Buyer toward the purchase of the animal, and further performance under this contract shall be null and void. All action taken to return the animal shall be with the best interest of the animal in mind, including temperature at time of shipment, non-stop flights, etc.

The Buyer is completely satisfied and waives any and all claims regarding the animal's conformation and outward appearance. (This means that the animal is of the German Shepherd Dog breed standard set forth by the WUSV at this age.)

The Buyer agrees to maintain preventative health care of the animal including, but not limited to: inoculations, internal as well as external parasites, heartworm preventative medication.

The Buyer agrees to maintain preventative care of the animal in regards to hip dysplasia, such as proper nutrition, maintaining the animal at the proper weight, proper exercise, and preventing stress injuries, (i.e. not allowing the animal to jump heights taller than itself at the shoulder, no forced exercise such as running until at least 18 months of age.)

Initial of Buyer : _____. Ownership of the animal shall be transferred to the Buyer for the sale price of \$ _____ to be paid in full on or before _____. Only after the full amount of the agreed upon amount is paid, may the animal be removed from the Sellers premises. The Buyer agrees to pay a deposit of \$ _____ before the date of _____. If the deposit is left unpaid by the agreed upon date, this agreement shall be canceled at the Seller's option. If, in the event an animal from the described litter is not accepted by the Buyer, the deposit will be refunded to the buyer. If in the event the puppy is returned for reasons other than health, the Buyer will receive a refund as agreed between Buyer and Seller prior to the return of the puppy.

The Buyer agrees that this animal will not be used for breeding purposes until it is at least 24 months of age to another German Shepherd, (which must meet the following criteria as well), either registered with the AKC or other certified dog registry, (SV, CKC), and ONLY after it has passed the following and has proof thereof:

- a. OFA certification for both hips and elbows.
- b. X-rays of the animal's back confirming no spine problems.
- c. A complete Veterinary examination confirming the dog is in good overall health at the time of breeding.
- d. Has at least passed a SchH 1 or equivalent, is a certified working PSD, Service or Assistance Dog , has earned a Herding title or is SAR certified, confirming that the dog is of sound temperament and working ability..

The AKC registration will be limited until such time as the animal meets the requirements in this section and the Seller agrees that the animal is of the accepted quality for breeding. Should the Buyer breed the animal before ALL of the requirements listed in this section are met, the Buyer acknowledges the Seller's right to refuse to lift the limited registration.

Initials of Buyer _____. In the event the animal sold develops Hip or Elbow dysplasia the following will apply: The Seller will refund one-half(1/2) of the purchase price if diagnosed with hip/elbow dysplasia at or prior to two years of age. This diagnosis must be accompanied by statements from a Veterinarian who specializes in this type of Veterinary practice and by a written evaluation by the Orthopedic Foundation for Animals (OFA). There will be no exceptions to this clause. Buyers are

encouraged to have preliminary x-rays done by Twelve (12) months of age. OFA x-rays certification should be done at Twenty-four (24) months and results sent to the Seller by Twenty-eight (28) months.

Initial of Buyer _____ It is agreed that the animal will not be neutered before Twelve (12) months of age unless agreed upon by the Seller. If the animal is neutered during this Twelve, (12), month period, the contract will become null and void and the Seller will be released from all obligations under this contract. This includes delivery of AKC registration papers and all warranties listed in this contract.

The animal will be replaced by a healthy animal of equal value (if none available, a refund of three quarters(3/4) of the original purchase price will be given) if diagnosed with any life threatening genetic defects for the lifetime of the dog. This diagnosis must be accompanied by statements from two neutral Veterinarians. The seller reserves the right to seek a diagnosis from a Veterinarian of their choice.

The Buyer agrees that he/she is not acting as or in part of, an agent in the purchase of this animal and that the Buyer will not sell this animal or its progeny to any agent, pet store, or guard dog business.

The Buyer agrees that should it become necessary to sell or otherwise place this animal, the Buyer will notify the Seller before taking such action so that the animal may, at the Seller's option, be re-purchased by the Seller. The re-purchase price shall be agreed upon by the buyer and seller at the time of re-purchase. Upon notification, the Seller shall have 14 working days to exercise said re-purchase option. Exercise shall be notice in writing to Buyer. If the Seller chooses not to exercise said re-purchase option, Seller will retain the right to approve or refuse the sale of the animal to any secondary Buyer. This clause must be exercised in the event the buyer can no longer care for the animal.

NOTE: Legal action will result if said animal is placed in an Animal Shelter or Rescue without first notifying the Seller.

The Buyer agrees that the Seller may repossess the animal upon evidence of neglect and / or abuse at no expense to the Seller, and no refund of any monies.

The Buyer agrees that the animal will NOT be left alone in a backyard or kennel ONLY. The Buyer agrees that the animal will reside at the home of the Buyer, and have access to a fenced yard, and not be chained or " tied out" . This animal is sold with the understanding that it is to go to a select home, to be socialized properly, and become a member of the family.

This agreement is made and signed by both parties to insure the well-being and protection of this animal. If any part of this agreement is breached, the Seller is released from any further obligations hereunder.

Seller Date

Buyer Date

Address

City, State, Zip, Phone

E-Mail

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