

# Marilyn's German Shepherds

## Puppy Contract

### Owner, Breeder Marilyn White

#### Pet Sales Contract and Agreement

This contract is between Marilyn White, herein after referred to as SELLER and \_\_\_\_\_, herein after referred to as BUYER(s).

Address of Buyer:

\_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Seller agrees to sell Buyer a puppy born \_\_\_\_\_

Puppy's Nickname: \_\_\_\_\_

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

For the sum of \_\_\_\_\_, less the non refundable \$200.00 deposit.

- 1) The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this puppy/dog parasite free and up to date with inoculations, proper nutrition, which consists of a good quality professional feed given at regular intervals, and fresh water available at all times. The Buyer promises to provide a safe environment for the dog, and never allow the dog to roam freely without proper fencing or supervision. The Seller strongly recommends that the puppy/dog be micro chipped or tattooed in order to facilitate his or her return if lost or stolen. The Seller advises that it's a good idea to keep the new puppy separate from other dogs in and out of the house until the veterinarian has given it a clean bill of health.
- 2) The Seller guarantees this puppy/dog to be of sound health and temperament at the time of this sale. A health record of all shots and wormings will be provided by the Seller. The Buyer agrees to take this dog to a licensed veterinarian of his choice within **24** hours of receiving him/her for a physical examination. If the Buyer fails to take this puppy to a licensed veterinarian within 24 hours of receiving him/her, then all guarantees are null and void.

- 3) The Seller must be informed within 24 hours of the examination's results by phone or e-mail at whitefamily@semo.net. The failure of this will result in the cancellation of the guarantee.
- 4) If the examination indicates that at the time of sale, such animal was unfit for purchase due to illness, disease, or congenital disorder, you may return the pet to us for an exchange of equivalent value.
- 5) The Seller guarantees the puppy against fatal viruses for **24** hours after receiving the puppy. These include Distemper, Parvo, and Corona. It does NOT include Coccidia and Kennel Cough which are common in pups that are shipped and usually caused by bacteria. Kennel Cough is self limiting and like the common cold, it must run its course. Full recovery is expected and Kennel Cough on its own is not life threatening.
- 6) This puppy is guaranteed until one (1) year of age against fatal and life altering congenital and genetic disease which adversely affects the health of the animal. This includes: Crippling Hip dysplasia - which hampers a dog's movement and natural gait and requires surgery to correct, demodectic mange -generalized not localized, severe luxating patellas - which hampers a dog's movement and natural gait and requires surgery to correct, kidney, heart, pancreas, spine, and liver problems of a severe life threatening or altering nature.
- 7) Both above health guarantees are for a puppy replacement only; **no cash refunds** will be given, nor will any veterinary bills be paid by the Seller. The puppy/dog must be returned to the seller at the Buyer's expense in order to receive a replacement puppy. The Buyer is responsible for the transportation cost of the replacement puppy when it is available.
- 8) If the dog dies within this one (1) year time frame, purchaser will pay to have it autopsied to ascertain reason. If reason is genetic or congenital, The Seller will replace the puppy.
- 9) The Seller must be notified of the problem within two (2) business days of the licensed veterinarian's determination and have two (2) reports from two (2) different veterinarians stating the same problem and The Seller's veterinarian agrees, the Seller will provide a replacement puppy of equivalent value when one becomes available. Purchaser is responsible for the transportation cost of the replacement puppy.
- 10) If at any time the Buyer can no longer retain possession of this dog, the Seller is to be notified and given first option of resuming full ownership of dog in order for the Seller to locate this dog a new home. Refunds, if any, will be at the full discretion of the Seller. The dog will be returned with all registration papers (if applicable) and medical records. Should any circumstances arise that affect the quality of life of this dog, the breeder/seller is to be informed so that they may participate in determining the future of the dog. The Seller reserves the right to approve/prohibit any transfer of this animal to a third party. Under no circumstances will this dog be sold, leased, traded or given away to any pet shop, research laboratory, animal shelter or similar facility.
- 11) The Buyer agrees to contact the Seller immediately if any questions or concerns arise about the dog, such as housing, diet, health or training. The buyer agrees to keep the seller informed of any treatment as it occurs. This provides the Breeder/Seller with an

opportunity to follow up on puppies and gives us important feedback and information on the health of our dogs for future generations.

- 12) It is understood at the time of sale that this is a pet quality dog and it is representative of its breed. It is structurally and temperamentally suited as a companion and/or obedience dog. Training classes are recommended for a happy relationship between the dog and family. **Buyer understands that adult sizes are an estimate only**, based on sellers experience and recognition. No guarantees are made. The Seller makes no claim or guarantee as to the disposition, color, compatibility, physical conformation, or breeding ability of any puppy at maturity. This puppy is being sold for the sole purpose of being a pet. If the puppy is bought with the intent to be a breeding dog: Seller is not responsible for bitches or sire's ability to breed or the quality of pups or litter size. It is the buyer's sole responsibility for bills incurred from breeding your dog. Guarantee is null and void as soon as a breeding dog is mated.
- 13) The Seller will not be responsible for veterinarian fees or costs after the Buyer takes possession of the puppy. The Buyer is aware that owning a puppy means trips to the veterinarian and understands that he/she will be responsible for all payments.
- 14) The Buyer will keep the puppy current on all vet care including shots, dewormings and heart worm treatment. The Buyer agrees to feed the puppy with premium dog food and not allow the puppy to become obese. The Seller advises that it's a good idea to keep the new puppy separate from other dogs in and out of the house until the veterinarian has given it a clean bill of health.
- 15) The Seller is not responsible for temperament issues as they can be caused by a lack of training, discipline or proper dog socialization which is determined by every dog's personality. It is understood and agreed that if the Buyer fails to properly fulfill the Buyer's part of this agreement, then the warranty is null and void.
- 16) This puppy is purebred and has registration papers. The Seller will provide or mail the registration papers to the Buyer sometime between when the puppy leaves with the Buyer and the puppy's first birthday.
- 17) In the event of any litigation in connection with this Guarantee, The Seller will be paid reasonable attorney fees by the Buyer. This contract is valid only for original purchaser and puppy, it is not transferable. Any disputes will be handled in Wayne County, Missouri.

By signing my name below, I acknowledge that I am the Buyer and that I have read and received a copy of this contract including my dog's health Record and the Guarantee of Good Health which was verbally stated to me by the Seller.

Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_

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