

Von Willow German Shepherds

Purchase Contract and Terms of Sale

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This agreement was made on _____ by Von Willow German Shepherds, hereafter called "Seller" and _____, hereafter called "Buyer".

Seller

Address: _____,
City: _____, State: _____, Zip: _____,
Phone: _____,
Email: _____

Buyer

Address: _____,
City: _____, State: _____, Zip: _____,
Phone : _____,
Email: _____

Registered Name: _____ Von Willow,
AKC Individual Puppy Registration #: _____
DOB: ____/____/____, Breed: German Shepherd Dog,
Sex: MALE / FEMALE,
Collar: _____, Coat Color: _____,
AKC Litter Registration #: _____

Sire: _____
AKC Reg #: _____
DOB: ____/____/____ Color: _____
Hips: _____ Elbows: _____ DM: _____
Training/Titles _____
Dam: _____
AKC Reg #: _____
DOB: ____/____/____ Color: _____
Hips: _____ Elbows: _____ DM: _____
Training/Titles: _____

_____ **This puppy is purchased with AKC LIMITED REGISTRATION,** it will be spayed or neutered between 18-24 months old. This dog is NOT to be a breeding dog and any offspring would be un-registerable.

_____ **This puppy is purchased with AKC FULL REGISTRATION,** Puppy shall remain on Limited Registration status until the puppy reaches two years of age regardless of Full Registration. Dogs must have received passing Pennhip/OFA hip and elbow ratings, have tested negative for DM or DM "not affected", and have been determined to not be cryptorchid (males). Once terms are met Seller shall lift AKC Limited status and upgrade it to Full Registration status with the American Kennel Club (AKC) if purchased Full Registration.

Purchase Price \$ _____

_____ Paid in full.

Paid by **CASH / VENMO / CASHAPP / PAYPAL**

Buyers Signature: _____

*This contract applies to the original puppy and original Buyer only and is non transferable to a second party. *

Seller's Representations and Warranties

_____ Seller acknowledges that puppies will be made available to Buyers at 8 weeks of age with age-appropriate vaccinations and dewormed prior to delivery. Buyer agrees to follow up with their vet for ongoing vaccinations at 9 weeks, 12 weeks old and 16 weeks old and agrees to continue the worming process per their veterinary orders.

_____ Seller warrants that if puppy is deemed in writing by a licensed veterinarian to have a genetic or life-threatening medical condition within 72-hours of delivery Seller shall exchange the puppy for a replacement puppy at equal value from a different litter at a later date or from the same litter IF one is still available. The diagnosis must be made by a Veterinarian, who provides certified records. Absolutely NO MONIES REFUNDED.

_____ Seller does not warrant the following treatable conditions. Internal parasites (Coccidiosis, Giardia, Tapeworms, Roundworms, Hookworms, Roundworms, or Whipworms). This health guarantee does not cover Kennel Cough, Pneumonia, Ear or skin mites, Mange (Demodectic, Sarcoptic or Cheyletiella), Allergies (food or skin), Herniation (inguinal, perineal, or Diaphragmatic) or Luxated Patellas. We as the Seller

do our very best to prevent all the following conditions but it is not a guarantee. This health guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. This health guarantee does not cover elective surgeries such as stomach tacking or Juvenile Public Symphysiodesis. Seller does not guarantee against non-life-threatening illnesses common to canines.

____ Seller does not warrant conditions caused by environmental triggers; therefore, Tumors, Autoimmune Disorders, Sarcomas, Thyroid Disease, Stomach issues, Allergies and Seizures are not warranted. Seller does not guarantee dentition, male testicles to descend, Mega Esophagus, Eye and Heart issues.

____ Seller warrants puppies are sold with a 4 day money back guarantee against death caused by Parvo or Distemper, this limited 4 day guarantee starts the day the canine arrives to the buyer.

____ Seller guarantees the puppy for crippling hip dysplasia (HD) and crippling elbow dysplasia (ED) until the puppy/dog reaches 18 months of age. ONLY OFA or Pennhip documentation will be accepted and copies must be sent to the Seller. Only crippling HD or ED of MODERATE or SEVERE nature will be covered. If HD or ED is proven the Seller will replace the puppy with another puppy of equivalent value at no cost to the purchaser within 365 days. All registration paperwork must be returned to the Seller before the replacement puppy is sent (Buyer is responsible for travel fees). If the Buyer declines the replacement puppy, then the Seller and Buyer shall be under no further obligations and it will be deemed that the purchaser has released the Seller from all further claims. This guarantee excludes HD or ED caused by accidents, falls, blows, environmental problems such as obesity, and failure to follow recommended diet and exercise guidelines.

____ Seller warrants if a puppy bought for breeding/full registration has been found to have any type of hip dysplasia, it will be replaced at no additional cost (Buyer is responsible for travel fees), with the option of keeping the dysplastic dog. Any ratings of fair/moderate risk are considered passing and will not be replaced. DM Carrier is not a failure for breeding and will also not be replaced. If said dog is found to be overweight, in poor health, or did not follow proper exercise guidelines before/at the time of failing hip tests NO REPLACEMENT WILL BE GIVEN!

____ Seller makes all transport arrangements. Sometimes travel arrangements are delayed due to temperature restrictions, weather, logistics, mechanical failure, or other unforeseen events. The Seller shall not be liable directly or indirectly for any delays which may cause inconvenience or financial loss, nor shall the delay be cause for cancellation. The Seller is not responsible for any injury or death of puppy/dog caused by transportation and/or shipping. Transport fees are non-refundable.

_____ Seller is always willing to accept the puppy/dog back in any event (allergy, landlord/tenant issues, marital or adjustment problems, relocation, etc.) but will not offer any monetary refund. If the purchaser must return the puppy/dog for any reason it will be on a surrender basis only with no refund.

_____ The Seller reserves the right to refuse or terminate this sale at any time if the Seller deems this transaction is not in the best interest of the animal. In this case, the Buyer's payment (NOT including deposit) will be returned to the Buyer in a timely manner.

Buyer Agreement

_____ Buyer agrees to have the puppy examined by a licensed veterinarian no later than 72 hours from delivery to confirm the puppy's health. A copy of the examination results must be sent to the Seller by email within 7 days of puppy delivery date, failure to provide examination results within 7 days will render this health guarantee null and void. Any claims regarding the health of the puppy must be received by the Seller in writing or via email; no later than 7 calendar days from the time of delivery. Such a written report must be verified by the examining veterinarian, and include all related records, and received by Seller prior to consideration of any claims. Failure to provide the written veterinary report within 7 calendar days voids all Buyer protections stated in this contract.

_____ Buyer understands that all puppies are purchased with a limited registration shall not be used for breeding and shall be spayed/neutered at Buyer's expense between 18 and 24 months of age. Proof of spay or neuter must be provided to Seller by mail or email within 7 days of the spay/neuter procedure. Any litters resulting from intentional or unintentional breeding of a limited registration puppy will be in breach of this contract and will make all Buyer's protections in this contract null and void.

_____ Buyer agrees to limit exercise while the puppy is growing through 24 months of age to reduce the chance of damaging hips and elbows and acknowledges that exercise guidelines have been provided from the Seller outlining safe exercise limits for the puppy through 24 months of age. Diet fed to the puppy must ensure that the bone growth is at a slow rate.

_____ Buyer agrees that the puppy is being purchased for his/herself as a sole owner and in the puppy's lifetime, will not be co-owned, sold, adopted, loaned, donated, or given to another party, rescue, shelter boarding facility under any circumstance. Puppy may NOT be left solely in a yard or kennel and shall be kept as a member of the family. If at any time in the puppy's life, there should be a tragedy of the Buyer, such as a death or physical inability to care for this puppy or ANY other reason the buyer cannot or does not wish to keep the puppy, the Seller is to be given FIRST right to take the puppy back from Buyer at no cost to the Seller. Buyer and Seller may, by documented agreement; opt to place the puppy in another suitable home and contact information for the puppy's new owner(s) shall be provided to Seller.

____ Buyer understands no guarantee is made regarding the disposition, conformation, temperament, size, weight, color, markings, or breeding/working ability of the puppy/dog. No guarantee is made as to the speed with which the puppy will house train or train in any other capacity. No guarantee is made for any other traits that may develop as the puppy matures. Health guarantee is null and void if said puppy is bred before the age of 24 months old.

____ Buyer agrees to maintain the puppy at the proper weight, give proper exercise and mental stimulation needed, prevent stress injuries from jumping and no forced exercise such as running or hiking until 24 months of age.

____ Buyer agrees to provide daily health care and maintenance of the canine, adequate veterinary care, including but not limited to annual checkups; to keep all immunizations current, specifically rabies, distemper, parvovirus, and other communicable diseases. Additionally, the dog MUST take a once-a-month flea, tick, and heartworm prevention. If a dispute were to occur the Buyer would need to show proof that the dog has been taking monthly prevention and has been seen by a veterinarian regularly. If Buyer fails to do so this health guarantee will be null and void. In-order for this health guarantee to remain in effect Buyer must also keep receipts and records to verify that they have regularly taken the canine to a licensed veterinarian for checkups and required immunizations.

____ Buyer agrees this health guarantee is forfeited if the puppy is fed a raw or homemade diet during the first 24 months of life. Puppies must be fed an age-appropriate premium brand food for the first 24 months, food must be designed for LARGE BREED PUPPIES/ALL STAGES OF LIFE. We feed Purina Pro Plan, please contact Seller for any guidance.

____ Buyer understands that German Shepherds ears occasionally need assistance in standing, this may require taping or forms. Seller can provide guidance to accomplish this but ultimately Buyer is responsible.

____ Buyer understands warranty is void if any one or more of the conditions below apply:

- a) Puppy is spayed/neutered prior to 18 months or is not spayed/neutered by 24th month of age for limited registration contracts. _____
- b) Canine has had undocumented vaccines. _____
- c) There is no proof of, or undocumented licensed veterinary oversight of routine vaccinations, and other routine health and care of canine. _____
- d) Puppy(s) purchased with full registration are not allowed to breed, intentionally or unintentionally, prior to obtaining health testing at 24 months of age (hips and elbow OFAs, DM, and cryptorchid clear, etc.). _____
- e) Puppy(s) purchased with limited registration are not allowed to breed, intentionally or unintentionally for the lifetime of the dog regardless of completed health testing (hips and elbow OFA's, DM, and cryptorchid clear, etc.) _____

_____ In the unlikely event of the death of said puppy within the first (1st) year of life due to genetics, the Seller shall replace the puppy with another puppy of equivalent value at no cost to the Buyer. A necropsy must be performed at the expense of the Buyer, and all paperwork from it must be forwarded to Seller. Seller reserves the right to get a second opinion from a Veterinarian of Seller's choice. All registration paperwork must be returned to the Seller before a replacement puppy is available. It is Buyer's responsibility to pick up or pay transportation costs for the replacement puppy. If the Purchaser declines the replacement puppy, then the Seller and Buyer shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims.

_____ Buyer acknowledges that the puppy's full name given and recorded by the Seller will remain the name of the puppy followed by "Von Willow". Name shall not be altered or changed with the AKC or otherwise, under any circumstances, for the lifetime of the dog or thereafter.

_____ Buyer agrees that said puppy/dog sale price and transportation and/or shipment cost must be paid in full before the puppy leaves the care of the Seller for transportation and/or shipment unless otherwise stated by Seller. Buyer is responsible for all transportation/shipment costs.

_____ Buyer agrees puppy pick up date/transport date is set for _____, if Buyer fails to pick up puppy on this agreed upon date board will be charged at a rate of \$30 a day. If the puppy is not picked up within 7 days of the agreed upon date, the Buyer's deposit will be forfeited and the puppy will be re-listed and offered to other parties unless otherwise stated by Seller. If the puppy is being transported and Buyer fails to pay for the puppy in FULL by the agreed upon date, the board will be charged at a rate of \$30 a day. If full payment is not received within 5 days of agreed upon date, the Buyer's deposit will be forfeited and the puppy will be re-listed and offered to other parties unless otherwise stated by Seller.

_____ Buyer agrees that in the event of any litigation pertaining to the puppy covered by this health guarantee and sales agreement, both Seller and Buyer shall assume exclusive responsibility for their own attorney's fees and costs. This health guarantee and sales agreement is hereby entered into exclusively and wholly executed in the State of Michigan and litigation arising for any possible breach of this health guarantee and sales agreement shall be exclusively adjudicated in the County of Kent, in the State of Michigan, exclusively under Michigan law. All parties hereby submit themselves to the exclusive jurisdiction of said courts. If a court finds one provision unenforceable or voids any part of the contract, the other parts remain in full force.

Misuse, Neglect and Abuse

____ Buyer agrees to care for this dog/puppy in a manner consistent with the preservation of the dog's health and well-being. Buyer agrees to provide proper shelter for the dog and give the dog proper attention. Abuse of puppy/dog, lack of adequate nutrition and/or using this dog for purposes for which it was not intended to be used and which may harm the dog, specifically illegal dog fighting, over breeding, breeding under limited registration, neglect/caring for the dog allows us to confiscate the dog. Should the dog go missing from the Buyer, and the Buyer cannot be contacted for whatever reason, or is found to be neglected and or abused the Seller has the right to confiscate the dog and take the dog back into FULL ownership. If at any time the Seller feels the dog has been neglected/uncared for, abandoned or abused, Seller has the right to confiscate the dog. Buyer releases the Seller from any and all liability arising out of the sale, raising of or training of the previously described puppy/dog. Refunds are not awarded if the dog must be returned to or confiscated by the Seller. Buyer has read all the foregoing and understands and agrees with the provisions and acknowledges a copy of this agreement. In the event a dispute arises, any and all collection expenses incurred by the Seller, as may be necessary to enforce the terms of this contract, including, but not limited to recovery of Von Willow's dogs where Buyer is in violation of the contract terms, all attorney costs and fees, court costs and recovery costs including shipment home of animal, should it become necessary, are recoverable by the Seller upon judgment issued in court. Court venue is established and to be conducted in the State of Michigan, County of Kent.

Breeding Rights/Full Registration Dogs (NOT APPLICABLE TO LIMITED REGISTRATION)

____ Puppy must be x-rayed through Pennhip or OFA and have passing scores (fair/moderate risk, good/mild risk, or excellent/low risk). Prelims are acceptable if done after the age of 18 months, but official scores are always preferred when breeding.

____ BUYER acknowledges regarding this contract's warranty, x-ray ratings must be completed and submitted to the SELLER no later than 60 days after the puppy reaches 24 months of age. Failure to do so will deem this health guarantee and Hip and Elbow agreement null and void.

____ Puppy(s) with full registration will NOT be bred until they have obtained proper health testing (hips and elbow Pennhip/OFAs, DM, and cryptorchid clear, etc.).

____ Buyer agrees to ONLY breed said dog with a dog of similar background and with all health testing completed (hips and elbows, DM, and cryptorchid clear, etc.).

____ Hip and Elbow agreement will not be honored if said puppy has been bred before the age of 24 months old.

____ Buyer agrees not to sell the puppies at less than worth, unless there are substantial circumstances leading to price reduction. If assistance is needed in understanding what the puppy's value is to be, please contact me and we will discuss.

____ Breeding Females; It is crucial to be very familiar with their heat cycles. Keep a record of their cycles, dates and lengths. If they are due to come into heat around the same time frame that you are planning to do her x-rays, be very cautious, you must delay taking the x-rays for 6-8 weeks following the end of their heat cycles. Under no circumstances should a female be x-rayed when she is in heat. Additionally, hip films must not be taken 6-8 weeks before or after the impending/current heat cycle. When a female comes into heat, the fluctuation of hormone levels within her body causes her ligaments, tendons, and joints to loosen and become lax. This is a normal preparation for the body should the bitch become pregnant. It is not a good time to do x-rays as it can, and has, changed the outcome of the rating for the dog's hips. Buyers who take films while female is in heat, or whose female comes into heat immediately following the films, and which result in a negative hip rating, will be required to have hip films retaken in 8 weeks from the end of the heat cycle.

*This contract applies to the original purchaser and is non-transferable.

* This contract is agreed upon by both Buyer and Seller and both will retain a copy for his/her records at time of final sale.

*There are no additional warranties, other than listed in this contract intended or implied.

THE PURCHASER HAS READ ALL OF THE FOREGOING AND UNDERSTANDS AND AGREES WITH THE ABOVE PROVISIONS AND ACKNOWLEDGES A RECEIPT OF A COPY OF THIS AGREEMENT.

Buyer: _____ Date: _____

Seller: _____ Date: _____