

## **MS EUROPEAN DOBERMANS, LLC Puppy Purchase Agreement**

(10 pages)

(Please circle)

This (Male / Female) (Red & Rust / Black & Rust) puppy/dog was born on

To Sire,		and Dam,	

Rehoming fee of \$3000 USD for Limited AKC Registration (no-breeding). Full AKC Registration may be granted for an additional fee at the sole discretion of MS European Dobermans, LLC. MS European Dobermans, LLC reserves the right to deny Full AKC Registration if proper breeding practices are not followed to ensure healthy pups.

This agreement is made this	day of	, between
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MS European Dobermans, LLC located in Byhalia, MS and the buyer/s listed below:

Buyer's Name/s:

Address:

Phone : \_\_\_\_\_ Email : \_\_\_\_\_

The Buyer & Seller enters into this contract for the purchase and sale of (1) Doberman puppy. The contract terms set forth are for the benefit of each individual dog, breeder, and buyer. Our commitment is to practice integrity in our business practices and we require the same from buyers for the long-term welfare of pup & integrity of the breed.

MS EUROPEAN DOBERMANS, LLC:	Date:	1
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BUYER'S SIGNATURE: Date:

All Agreements in Writing:

It is understood that there are no other agreements between the parties to this agreement or warranties or guarantees of any kind, made verbally, posted on the Seller's website or communications other than in writing herein and that any new agreements or other agreements made or accepted by either Buyer or Seller must be acknowledged and accepted in writing by both parties delivered by post or email.

## **RESERVATION/REHOMING POLICY**

1. Buyer agrees to a NON-REFUNDABLE \$250 deposit to be placed on waiting list. The reserve deposit is a commitment by the Buyer to purchase a puppy and may be transferred to another litter or approved buyer in the event Buyer is not able to finalize purchase due to an emergency. The non-refundable remaining balance is to be paid for in full by 6 weeks of age, regardless of agreed upon pickup day or pup may be sold to another buyer to ensure pup is guaranteed a new family in timely manner in their development and needs. Waitlist buyers will go in the order deposits are received and their specified interest (colors / male or female). Puppy choosing date will be determined by Seller (through in-person meeting or video conference usually around 2 weeks of age to ensure health of pups). In the unlikely event, chosen puppy were to have a health emergency while in Seller's care, deposit/funds can be returned to the Buyer or Buyer can choose to be placed on priority waitlist for next available like puppy.

2. We require pups to be picked up by 7 weeks of age, unless prior arrangements have been made with the Seller in writing. If the Buyer is not able to pick up their puppy by 7 weeks of age and Seller agrees, Buyer can pay a \$20/per day boarding fee up until 9 weeks of age. Buyer agrees that puppy must be picked up by 9 weeks of age or all monies paid are forfeited and puppy will then be rehomed with someone else. (Ear cropping is not included in price and requires pickup day of service.)

3. Buyer certifies that he/she is not acting as an agent for another individual in the purchase of this puppy, and will not sell this puppy to any mass-producing kennel or business. Buyer agrees that it is their full responsibility to pick up their puppy by agreed upon date, cover

MS EUROPEAN DOBERMANS, LLC:\_\_\_\_\_\_ Date:\_\_\_\_\_

2

BUYER'S SIGNATURE:\_\_\_\_\_ Date:

all expenses associated with their pup's transport, and is responsible for the safety and care against disease exposure for their pup after leaving MS Europeans Dobermans, LLC.

**4.** The Buyer agrees to provide the puppy with the proper exercise, diet, shelter, general care and properly maintain adequate accommodations for your puppy considering its size and weight. The Buyer further agrees to provide regular veterinary care including checkups, booster vaccinations and any other care needed by the dog (e.g. regular worming, illnesses, injuries, etc.).

**5.** The Buyer agrees that MS European Dobermans, LLC may continue to use the dog's name, picture, and/or information in advertising the kennel or other dogs. We kindly ask Buyer to keep in contact with the seller for the life of said puppy / dog with occasional updates and pictures showing the growth, development, and wellbeing of said puppy/dog.

**6. In the event that the Buyer is unable to care for the puppy/dog for any reason**, MS European Dobermans, LLC shall be contacted first before surrendering dog to any animal shelter. We do not want puppies/dogs produced here to ever end up in any animal shelter/control facility. We will take puppy/dog back for any reason but with no refund or transfer given.

7. MS European Dobermans, LLC agrees to register the puppy with American Kennel Club with Limited Registration (no breeding). Upon receiving full payment for puppy, we will forward the Limited Registration paperwork to the buyer upon receiving from AKC. The Buyer acknowledges that due to factors out of our control, the registry may take some time in returning the paperwork to the kennel.

8. Buyer warrants and agrees that dog-fighting of any sort is ILLEGAL and MS European Dobermans, LLC will notify proper legal authorities immediately if we become aware of any illegal activity and dog must be forfeited back to us. Our dogs are loyal, protective, companion animals and are to be treated as such. Buyer agrees/certifies that Seller IS NOT responsible for any damages Buyer's dog might cause in the future and agrees to indemnify and hold harmless MS European Dobermans, LLC in the event Buyer's dog were to cause physical/bodily harm or injury to others or property.

MS EUROPEAN DOBERMANS, LLC:_	Date:	3
BUYER'S SIGNATURE:	Date:	

9. MS European Dobermans, LLC rehomes puppies for the purpose of being companion animals. While the dog may be capable of performing other functions, no warranty is given to its fitness or stability for any special purpose. Buyer agrees to properly train and care for their dog and that it is their responsibility to do so. Buyer understands that puppies require proper socialization/acclimation to surroundings to produce a well-rounded dog and buyer will educate themselves on proper training of Doberman dogs. Buyer also agrees that their dog shall be maintained and kept under buyer's control & supervision at all times and not allowed to run at large.

10. Proper Breeding Practices (required for consideration of Full AKC registration, additional \$1000 fee required)

If it is the buyer's desire to breed their dog at the age of 2 or older, buyer must agree & sign to responsibly have their pup genetically health-tested before carefully choosing their dog's mate, which also must be health-tested to ensure no "affected" genetic diseases are passed on to the litter. Commitment to proper breeding practices are required for MS European Dobermans, LLC to consider granting Full AKC Registration for a fee of \$1000 at time of rehoming. These practices include: welfare of dog & surroundings, genetic health testing, vet-checked, European Doberman pedigree, etc. Our goal is for buyers to do their due diligence in producing healthy pups and is in our discretion to deny Full Registration with AKC. (Buyer also pays any AKC associated registration fees)

11. Ear Cropping Service – \$1000 (NOT included in rehoming fee...around 7 weeks of age) If Buyer desires for us to get their pup's ears cropped, Buyer understands that there is NO GUARANTEE made as to how ears will turn out. Additionally, Buyer will pay an additional \$1000 fee along with final rehoming payment at 6 weeks before ear cropping service is scheduled/performed. Buyer understands that they are not required to crop their pup's ears and doing so involves aesthetic risks, however, ear cropping is part of the Doberman breed standard. We recommend Buyers to get their pup's ears cropped themselves by nearby veterinarian to guarantee the look the Buyer is desiring. Additionally, it is advantageous to the pup being with his/her new family at 7 weeks old to start bonding. We are aware of good ear cropping options for interested buyers to pursue on their own and can make those recommendations. MS EUROPEAN DOBERMANS, LLC:\_\_\_\_\_ Date:\_\_\_\_\_ 4

BUYER'S SIGNATURE: Date:

If you desire for MS European Dobermans, LLC to get pup's ears cropped for you, the following will apply:

1. Buyer will pay all monies in advance of service (additional \$1000 crop service fee & final rehoming payment)

2. Buyer understands there is no guarantee as to how ears will turn out and that crop is permanent.

3. The Buyer and Seller will discuss crop desired in discussion with vet recommendation.

4. **PUPPY MUST BE PICKED UP WITHIN 24 HOURS OF SERVICE** and Buyer is responsible for all after care and must continue ear posting until posting is completed and ears stand properly. (numerous tutorial/resource videos available online pertaining to proper care)

5. MS European Dobermans, LLC is not responsible for ear crop results nor after-care.

# <u>MS European Dobermans, LLC</u> <u>Limited 2 Year Puppy Congenital Health Guarantee</u>

Without regard to this wonderful breed and the diligence of MS European Dobermans LLC to breed healthy litters, there are always risks of physical problems, even in the most selective breeding practices. Our dogs have been tested for common, breed specific genetic diseases to help ensure that puppies will not be "affected" by genetic disease that could impact normal life.

# Buyer agrees to the following conditions in order to secure puppy's two-year congenital health guarantee:

Buyer is aware at pickup that puppy has received first vaccination but has not received all the required anti-viral vaccinations or rabies vaccinations. Buyer understands that the puppy will require more series of vaccinations administered by Buyer's veterinarian at 9, 12, 15 weeks of age before being allowed exposure to other dogs or grounds where other dogs have been

MS EUROPEAN DOBERMANS, LLC:	Date:	5
BUYER'S SIGNATURE:	Date:	

that could be contaminated by infectious diseases injurious to puppies such as Parvo. Buyer understands that puppies can also get Parvo/illnesses from veterinarian offices.

Buyer understands that once puppy leaves Seller's possession that there are some common conditions that can affect puppies that are NOT COVERED under this guarantee. Coccidiosis (Coccidia), giardia and kennel cough (upper respiratory) are not covered in this contract, all of which can be common in puppies and usually is not life-threatening.

Parvovirus is not covered in this health guarantee. Seller HIGHLY recommends Buyer not placing puppy on the ground where other dogs have been and in public places until their immune system is better developed after 18 weeks of age. We HIGHLY recommend that you do NOT visit dog parks/doggy daycares, as care should be taken in allowing puppy to frequent other dog areas. These places are breeding grounds for disease and illness, even for vaccinated adult dogs.

The Buyer understands that failure to provide the puppy with the follow-up veterinarian visits for medications/vaccinations as required and prescribed and administered by a veterinarian, may cause the puppy to become sick and die and void congenital health guarantee. Buyer agrees to provide proper care for the puppy and must show proof by a certified veterinarian that this has been fulfilled before congenital health guarantee will be considered.

Buyer will arrange with his/her veterinarian to provide the puppy with its medications/vaccinations at his/her cost. Occasionally, a puppy will have a medical reaction to its vaccination. This is rare but should it occur after delivery of the puppy, it is the responsibility of the Buyer to have their veterinarian treat the puppy for such an occurrence and pay for these costs.

The Seller is not aware of any known **congenital chronic health problems** associated with this pup that will affect your pup's quality of life. Congenital, chronic health conditions are conditions present at the time of birth and develop that cause actual "affected" illness to the pup, not being a "carrier". Extreme cases can take place; however, the seller is not aware of any genetic reason that the puppy would become ill and die prematurely. Our congenital health

MS EUROPEAN DOBERMANS, LLC:	Date:	_ 6
BUYER'S SIGNATURE:	Date:	

guarantee is for 2 years. If pup is bred before 2 years of age, this 2-year congenital health guarantee is null/void.

Seller warrants that the Seller has no knowledge of any known "affected" congenital chronic health issues with the puppy that could affect its quality of life and warrants that if a congenital chronic health issue develops that will affect its quality of life within 2 years of birth that ONE of the following will apply upon agreement with buyer/seller:

Option 1. Upon Seller's discussion with certified veterinarian of congenital diagnosis and plan of treatment, Seller will arrange for treatment payment LIMITED TO the price of puppy from 6 weeks of age to 2 years of age. Seller reserves the right to require buyer to attain a second veterinarian's opinion on course of treatment if deemed necessary and these fees would be included in the TOTAL HEALTH GUARANTEE LIMIT of the price of puppy during the time period from birth to 2 years of age. All payments will be paid solely to the Veterinarian for TREATMENT ONLY.

OR

Option 2. In the most rare, unfortunate event a veterinarian decides that it is in the best interest of the puppy to be euthanized, Seller will pay the Veterinarian for the euthanizing costs and any of the remaining TOTAL HEALTH GUARANTEE LIMIT of the price of the puppy that has not already been used for veterinary care may be applied to the rehoming fee of a new puppy.

Buyer agrees that a congenital chronic health issue may not be cured and that is caused by some genetic condition that will prevent the puppy from having a normal life or life expectancy. The health warranty does not apply to any bodily accident and/or disease caused by transmission or ingestion, any virus, any bacterial infection or any sickness of any kind, however caused that the puppy may suffer from after the Buyer takes ownership of the puppy. Buyer acknowledges that there is no agreement between the parties for the Seller to reimburse the Buyer for any expenses or loss due to the costs of treating the puppy for MS EUROPEAN DOBERMANS, LLC:\_\_\_\_\_ Date:\_\_\_\_\_ Date:\_\_\_\_\_

BUYER'S SIGNATURE: Date:

7

any medical condition that was or was not present at the time of puppy's birth. All congenital health guarantee medical payments will ONLY be made to certified veterinarian providers...not to the buyer. Guarantee is not transferable.

### In the case of sudden/unexpected death, a necropsy must be performed by certified

**Veterinarian**, at the Buyers expense, and a written and conclusive diagnosis by Veterinarian stating that the cause of death is related to a congenital defect for health guarantee to be considered. AKC registration papers must be returned to us before a replacement puppy will be offered as available. Transportation costs for a replacement puppy are the sole responsibility of the buyer.

On the puppy pickup date, the Buyer should bring a small wrapping blanket, one liter of water in a bottle and a bowl for the puppy to drink from, paper towels and disinfectant spray. The Buyer should arrive with a container of wipes or a roll of paper towels to clean up after puppy business that might occur on the way home and to clean hands that have come in contact. Puppy coats, puppy saliva and feces can carry eggs of worms or parasites. Buyer understands that it is quite possible that the puppy will have ingested new worm or parasite eggs despite the fact that the puppy was treated before delivery. Future Veterinarian should treat puppy for heartworms & intestinal worms monthly through prescription.

To protect both dog from abuse and the integrity of the European Doberman breed, the dog may be subject to forfeit if the Buyer does not fulfill his / her obligations in this contract and all legal proceedings take place in the County of Marshall in the State of Mississippi, the residence of the breeder, and this contract is valid the entire life of the canine. Additionally, in the event of breach of this agreement, the Buyer agrees to pay all expenses of retaking, holding, and rehoming canine as may be allowed by the law and incurred by the Seller in enforcing his/her rights under this security agreement.

By signature below, both parties agree/accept to the terms set forth in this agreement:

MS EUROPEAN DOBERMANS, LLC:	Date:	8
BUYER'S SIGNATURE:	Date:	

## **HELPFUL RECOMMENDATIONS**

Congratulations to you! We love our pups and wish for them to have the very best life with you! Here are some helpful hints and recommendations:

Cleanliness: Close quarters puppy excrement areas should be treated with a disinfectant solution of water and chlorine bleach diluted 1:32 (4 ounces chlorine bleach per 128 ounces water or 4 ounces per one US gallon.) in order to deter worms...if kept in a confined space.

We STRONGLY recommend Buyer feeding a large breed puppy food until 1 year of age. Please feel free to try a different food but must be a large breed puppy food and follow the instructions on the food of how to swap over so tummies do not get upset. Often, puppies will have loose stools as they adjust to eating new food and the stress of a new environment. If this is excessive and doesn't firm up...you might need to try a different food in case the puppy might have an unknown allergy to a particular food...just be careful not to swap foods too often/quickly. (Stay away from feeding human food or too many dog treats)

Do not allow your puppy to become overweight as could possibly create joint problems in the future. Dysplasia can be caused by environmental factors. Meaning; through repeated trauma to undeveloped joints and growth plates in a growing puppy, early onset of dysplasia can be caused as a result of injury. It is very important to prevent injury to your puppy from rough play and jumping out of vehicles and onto and off of furniture/high places. Running down stairs is not healthy for your pup's elbows, shoulders or spine either as they are growing.

DO NOT have your puppy run on smooth floors where their feet can slide out from under them. This can cause injury to the ligaments and joints in your puppy's legs.

We HIGHLY recommend that your new puppy is not placed on the ground in public places before pup's immune system is strong enough, typically around 18 + weeks. We also HIGHLY recommend to avoid dog parks and doggy day cares for the life of your dog. As fun as these places may seem, they are just a large breeding ground for disease and illness. There are many diseases that cannot be vaccinated for such as CHV which can kill newborn puppies whose mothers contracted the disease during pregnancy. CHV shows no symptoms of infection in adult dogs.

We strongly advise that you crate train your puppy and crate puppy when not supervised. Puppies are known to chew and eat things that they shouldn't, crating them will help avoid obstruction surgery and MS EUROPEAN DOBERMANS, LLC:\_\_\_\_\_ Date:\_\_\_\_\_

BUYER'S SIGNATURE: Date:

9

possibly save its life. We recommend that you keep rawhide, rope toys, bones, and stuffed animals away from your new puppy as these toys are obstruction hazards. Get a hard dog toy made for chewing when unsupervised.

We highly recommend obedience training and exercise every day. We can't stress enough how important these two things are in your pup's development.

Make sure to go ahead and make an appointment with your veterinarian for his/her 9-week appointment. It is very important that your pup receives all their vaccinations on time, usually following a schedule of 6, 9, 12, and 15 weeks of age. Your pup will have already had their 6-week vaccination at time of pickup.

There are innumerable resources on the internet of how to train your Doberman puppy. We recommend doing at-home obedience training with him/her at the very minimum. Your pup needs to assimilate into the family well and learn that you are the boss and any other family members in the home as well. Any human is in charge of their food at all times and a pup's domineering behavior is never to be tolerated at any stage. Jumping up, playful biting, growling and other behaviors towards your family are never to be tolerated. Never reward bad behavior or you will get more of it from any dog breed. Never leave a dog unattended with a child.

We recommend crate training your puppy to help with house training and riding in the car later on. Some puppies do well riding in the car and some do not and a crate is very helpful with transporting your pup during the puppy stage.

Thank you for being a part of the MS European Dobermans, LLC family! Please send us photos from time to time as we love to see them grow and bring joy to their new owners! If you have any questions...please feel free to contact us anytime for the life of the pup!

Thanks again from MS European Dobermans, LLC !!!

### PLEASE RETURN SIGNED CONTRACT TO: MSEUROPEANDOBERMANS@GMAIL.COM

MS EUROPEAN DOBERMANS, LLC:	Date:	
BUYER'S SIGNATURE:	Date:	