



LaMarca's Kennels Puppy/Dog Agreement & Health Guarantee with Full Registration

This agreement is between Emily LaMarca or LaMarca's Kennels hereinafter referred to as Breeder(s) and _____ hereinafter referred to as Buyer(s). The subject of this agreement is the below-described puppy/dog.

Puppy/Dog:

Breed: _____ Sex: _____ Date of Birth: _____

Registry _____ Registration Number: _____

Puppy Collar ID _____ Microchip No. _____

Dam: _____ Sire: _____

Buyer Information:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Breeder Information:

Emily LaMarca – LaMarca's Kennels

Phone: 985-981-0121 Email: lamarcagsd@gmail.com

Address: 16309 E Domiano Ln, Hammond, Louisiana 70401

The Buyer and the Breeder agree as follows:

- 1. Registration Name.** The Buyer must use the Breeder's suffix "von LaMarca" on the dogs registered name. No other kennel name may be added. This is because the dog was bred by LaMarca's Kennels and should display such to credit the Breeder for producing the dog.
- 2. Purchase Price.** The full purchase price of \$ _____ is agreed with the balance due in full at least _____ week(s) before the puppy/dog is delivered to the Buyer or upon Buyer's pickup of the puppy/dog. The Buyer will be invoiced and will make payments through the secure site options of PayPal, Venmo, GoodDog, or Zelle, or the Buyer may pay in cash if the dog is picked up in person.
- 3. Microchip Enrollment.** The puppy/dog's microchip must be enrolled with AKC Reunite by the Buyer at the Buyer's expense before the puppy/dog leaves the breeder's possession. The Breeder will provide the Buyer with the puppy/dog's microchip number and instructions for enrolling the puppy/dog. Proof of enrollment must be submitted to the Breeder within 14 days from the date the puppy goes home.



4. **Transportation.** Any shipping and handling expenses are the responsibility of the Buyer and shall be paid by the Buyer. Transportation will be by _____ for \$_____.
5. **Full Registration.** The puppy/dog is a purebred German Shepherd registerable/ registered with AKC and is being sold with Full AKC registration which allows show and breeding rights on the puppy/dog. The Breeder agrees to provide the Buyer with all registration papers.
6. **Registration of the puppy/dog.** The Breeder agrees to provide the Buyer with the registration application for the puppy/dog or prepaid registration for the puppy/dog. If prepaid registration is offered, the Buyer agrees to provide the Breeder with a name for the puppy/dog followed by the Breeder's kennel name "von LaMarca" within 30 days after taking possession of the puppy/dog. Once the Buyer provides the information required for prepaid registration, the Breeder agrees to complete the registration process online and the confirmation will be emailed to the Buyer along with a digital certificate of registration. The American Kennel Club will mail the paper certificate to the Buyer.
7. **Breeder's Obligations.** The Breeder represents and warrants the following.
 - a. **Ownership.** The Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to the Buyer. Ownership of the puppy/dog will be transferred to the Buyer upon payment of the full purchase price.
 - b. **State of Health: Short term health warranty.** The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the vaccinations and parasite control listed on the health records provided to the Buyer. The Buyer, at their own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours (the Examination Period) after receiving the puppy/dog to have the puppy/dog checked for general health. If the buyer fails to have a veterinarian check performed within 72 hours after receiving the puppy the short term health guarantee shall be considered null and void. If within the Examination Period, the Buyer's veterinarian finds the puppy/dog to have a serious or chronic health issue or in poor general condition making it unfit for sale, the veterinarian must provide a written statement which must be sent to the Breeder within 48 hours of the veterinary examination. The Breeder reserves the right to a second opinion by a veterinarian of the Breeder's choice. If justifiable by both vets, the puppy/dog may (a) be returned to the Breeder for a full refund of the Purchase Price minus the deposit or (b) return the puppy/dog and receive a replacement puppy of equal quality, price, and sex as soon as possible. The foregoing guarantee expressly excludes (x) any health issues caused by the Buyer's ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog's transportation from the Breeder to the Buyer and (z) all minor illnesses and health issues that are treatable, including respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTI's, vaginitis or umbilical hernias. The Breeder is NOT responsible for any vet bills or expenses. If the puppy dies within the Examination Period, the Buyer will provide the Breeder with a veterinarian's diagnosis and cause of death at which time the purchase price will be refunded minus the deposit, or the puppy/dog will be replaced by a puppy of equal quality, price, and sex within a reasonable time period if the cause of death is at fault of the Breeder.



- c. **Long Term Health warranty.** The Breeder provides a 26-month warranty from the puppy/dog's date of birth against debilitating congenital conditions known to the breed including DM, hip dysplasia, and elbow dysplasia that can cause death or seriously impairs vital functions in the puppy making it unsuitable for a family pet. Breeder will not be responsible for any inaccuracies of any testing done for any condition of the puppy including testing for any debilitating congenital conditions known to the breed to include DM, MDR1. In the case of genetic conditions and diseases, the breeder especially guarantees the Embark Health Test panel and the puppy/dog is guaranteed to be clear of all 190+ genetic diseases that EMBARK tests for with the exception that some dogs from the Breeder may be carriers of Degenerative Myelopathy. The Breeder guarantees no dogs will have 2 copies of or be affected by Degenerative Myelopathy but discloses that some dogs may be carriers of one copy of DM. In the event that the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, the Buyer must immediately inform the Breeder and supply all veterinary records to the Breeder. The Breeder reserves the right to a second opinion by a veterinarian of the Breeder's choice and may request and pay for genetic testing. For Hip and or Elbow Dysplasia, the Buyer must have submitted xrays to OFA, Pennhip, or SV(Germany) within 26 months of the date of birth of the puppy. If the xray evaluations are labeled as the puppy having failing scores of mild to severe dysplasia the proof of submission date, copies of the xrays, and the certificate of results must be submitted to the Breeder within 7 days of the Buyer receiving the results. The Breeder is NOT responsible for the cost of xrays, veterinary fees, or fees from the evaluating organization (OFA, Pennhip, or SV). In the event the puppy/dog is diagnosed with genetic Hip or Elbow dysplasia the breeder will offer a credit of the Purchase Price amount, less the Deposit, towards a replacement puppy/dog from the Breeder. The Breeder will not offer a cash refund of Purchase Price for the dog in the Long Term Health warranty. This guarantee only covers genetic hip or elbow dysplasia and does not cover dysplasia caused by injury, mistreatment, weight, etc.
- d. **Returns/Refunds.** If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may (a) return the puppy/dog and receive a replacement puppy/dog of comparable quality and sex from an upcoming litter or a credit if the Buyer chooses a puppy of higher value (b) return the puppy/dog and receive reimbursement of the original Purchase Price minus the deposit, this option is only valid for the Short term health warranty. Should the puppy/dog be returned or exchanged according to the terms of this section, the Buyer shall be responsible for any and all transportation expenses, veterinarian charges, crate fees, and transportation fees. At any time that a Refund is warranted from the Breeder, the Buyer must allow the breeder up to 30 days to initiate the Refund. Once the refund has been initiated the Breeder is not responsible for delays in processing times from the electronic payment method.
- e. **No Other Warranties.** The Breeder cannot and does not guarantee the physical appearance or emotional disposition of the puppy/dog as it matures. The Breeder can not cover or guarantee any compensation for bite alignment, umbilical hernias, or undescended testicles. The Breeder cannot guarantee size, color, eye color, bite, drive, breeding ability or temperament. No other warranties or guarantees, expressed or implied, are made by the Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.



7. **Buyer's Obligations.** The Buyer agrees to the following.

- a. **Proper Care.** The Buyer will provide good and proper care of the puppy/dog. Such care includes adequate housing and protection from the elements, a safe (preferably fenced) exercise area or daily walks and exercise, and proper and sufficient nutrition and water. The Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and parasite control.
- b. **Veterinary Care.** The Buyer will also provide veterinary care: (i) routine vaccinations, (ii) treatment for internal and external parasites (iii) annual examination by a licensed veterinarian.
- c. **Care to prevent Orthopedic Conditions.** Orthopedic problems are caused by multiple factors including both genetic and environmental. To reduce the incidence of orthopedic problems, the Buyer will also provide the following care.
 - i. Proper nutrition to support ideal growth and maintain optimum body condition making sure that the puppy/dog is not overweight or underweight.
 - ii. Proper daily exercise to maintain that the puppy/dog is in good condition. Exercise should be age-appropriate to avoid stress injuries until growth plates have closed. Buyers can request age-appropriate exercise guidelines from the Breeder. Absolutely no high impact exercise before the dog's joints are fully developed at 2 years of age.
 - iii. Avoidance of stress injuries such as not allowing the puppy/dog to jump from heights taller than itself at the shoulder. Care should be taken to ensure that they are not allowed to jump from furniture or heights taller than their body height. Absolutely no high jumping such as in and out of vehicles, off of porches, and no stairs until the dog's joints are fully developed at 2 years of age.
- d. **Breach by Buyer.** The Buyer's breach of any of the foregoing obligations shall result in the Breeder's health warranties set forth in this Agreement being null and void.

8. **Breeding Rights.** The Breeder acknowledges that the puppy/dog is being sold as a breeding prospect and represents that, at the time of sale, the puppy/dog shows promise of being worthy of being bred as an adult at the time of sale. The Breeder does not guarantee that the puppy/dog will be of breeding quality or is guaranteed to breed as an adult. If the Buyer breeds the dog before completing breed specific health testing recommended by the Orthopedic Foundation of Animals (OFA) or if the Buyer breeds the dog before it reaches 2 years of age the long term health warranty and health guarantees of this contract will be null and void.

The Buyer agrees to the following rules of breeding this dog:

- a) The dog is not to be bred before completing health testing which at minimum consists of hip and elbow screening by x-ray through OFA, SV, FCI, or Pennhip.
- b) The dog is not to be bred before 2 years of age without prior written consent from the breeder.
- c) The dog is not to be bred to another dog who has not been health tested which at minimum consists of hip and elbow screening by x-ray through OFA, SV, FCI, or Pennhip.
- d) The dog is not to be bred with any other breed or mixed bred dog, only with another purebred German Shepherd.



9. **Resale.** The Buyer agrees to notify the Breeder of intent to resell the dog and the reason for reselling. The Buyer may only resell the dog to a competent person who can provide adequate care. The Breeder does not allow the contract to be transferred to the new buyer.
10. **Remedy for mistreatment.** If the Breeder learns or suspects that the puppy/dog is not getting proper care and treatment, Buyer agrees that the Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of mistreatment, abuse, cruelty or neglect,
 - a. the Breeder has the right to repossession and ownership of the puppy/dog. Buyer agrees to transfer possession and ownership of the puppy/dog to Breeder and that all registration documents will be transferred into Breeder's name by Buyer. Buyer agrees that the transfer of the puppy/dog and registration documents is at the sole expense of Buyer, and Buyer also agrees to the terms of Paragraph 14 below.
 - b. Buyer agrees that all warranties of the puppy/dog shall become null and void if there is a transfer of possession and ownership of the puppy/dog back to Breeder.
11. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email, or phone number. The Buyer agrees to maintain contact with the Breeder regarding the puppy/dog for at least one calendar year and to promptly reply as possible to inquiries about the puppy/dog from the Breeder; inform the Breeder of any major illnesses in the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or heart conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. The Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify the Breeder of the particulars of the animal's death.
12. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree to first try in good faith to settle the dispute by non-binding mediation prior to the filing of any suit. The parties agree that mediation can be accomplished remotely by Zoom, email, or any other similar means at the election of Breeder. The parties further agree that if mediation fails and any suit is filed, all pre-trial matters and the trial of the case can be accomplished remotely by Zoom, email or any other similar means at the election of Breeder as the Court will allow.
13. **Governing Law.** In the event of any dispute, the parties mutually agree that the dispute will be determined in Tangipahoa Parish, Louisiana but if suit is filed, Breeder may elect to bring suit in another county/parish of competent jurisdiction.
14. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussion, and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations or rights under this Agreement without prior written consent of the other party. No changes, modification, or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force



and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

14. **Hold Harmless and Indemnification.** Buyer agrees to hold harmless and indemnify Breeder for any claims against Breeder arising from this agreement for any reason and brought by any person including Buyer. Buyer agrees to fully indemnify Breeder from any and all actions taken by Breeder to enforce this agreement or due to any failure by Buyer to adhere to the requirements and terms of the agreement including but not limited to all damages, liquidated damages, attorney fees, costs of court and any other expenses including those for Breeder repossessing the puppy/dog and getting any registration documents executed transferring ownership of the puppy/dog to Breeder.

I have read and understand all warranties and conditions all of which I accept

Buyers Signature _____ Date _____

Breeders Signature _____ Date _____