

*Büserhaus Working Dogs*  
*Contract for GSD Puppy Purchase*

<b>Seller(s):</b> Diana N Dennis Buserhaus Working Dogs 17947 Old Highway 50 Winter Garden, FL 34787 (915) 861-3541 AllSportDogs@gmail.com	<b>Buyer:</b> Name(s): Address:  Phone #: Email:
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This agreement is for the purchase and sale of a live animal effective on [REDACTED]. The Parties acknowledge that Seller delivered to Buyer a **Male/Female** German Shepherd Dog (herein "GSD") Puppy from the litter described below on the effective date of this agreement. All terms and conditions are non-transferable.

The GSD has been examined by a licensed veterinarian and found to be in good health as of the effective date. See attached veterinary records. The GSD is from the "**C**" litter born on [REDACTED].

<b>Stud Dog:</b> Registered name: <i>V Bolle vom Drachenwolf 2x WUSV, IGP3, WB, AD, KKL</i> AKC registration: <i>SZ2344034</i> Call Name: " <i>Bro</i> " Sire: <i>V Hercules vom Großen Ex, IGP3, KKL lbz</i> Dam: <i>SG Akanda von Peroh, IPO3, AD, KKL lbz</i> Clearances & Genetic Tests: 1. Hips – <i>SV: A (Normal)</i> 2. Elbows – <i>SV: A (Normal)</i> 3. LUW – <i>SV: 0</i> 4. OCD – <i>SV: 0</i> 5. DM – <i>N/N (Clear)</i> Additional information: <i>Long Coat - clear</i>	<b>Bitch:</b> Registered name: <i>Axyana vom Darzo-Buserhaus, IGP3, AD, KKL</i> AKC registration: <i>DN50766606</i> Call Name: " <i>Xena</i> " Sire: <i>2x WUSV, V Neo vom Grenzlager, IPO3, KKL</i> Dam: <i>SG Athena von Adelma, IPO3, APR1, CGC</i> Clearances & Genetic Tests: 1. Hips – <i>SV: A (Fast-Normal)</i> 2. Elbows – <i>SV: A (Normal)</i> 3. LUW – <i>SV: 0</i> 4. DM – <i>N/DM (Carrier)</i> Additional information: <i>Long Coat - clear</i>
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1. PURCHASE PRICE AND TERMS

The Purchase price for the GSD shall be \$ \_\_\_\_\_ payable in United States dollars. A deposit of **\$500** was /shall be received. The balance of \$ \_\_\_\_\_ is due and payable upon delivery. Seller represents and warrants that Seller is the lawful owner of the GSD and that such GSD is free and clear of encumbrances.

2. REGISTRATION LIMITATIONS

If registered, the GSD will be registered with the suffix Vom Büserhaus. Buyer agrees to select a name beginning with the following litter letter: "**C**". It remains the Seller's decision to provide or hold Full Registration papers.

3. PUPOSE OF DOG

The GSD is being transferred to the Buyer as a working / pet prospect. Seller makes no guarantees on the final abilities of the GSD to fulfill its purchase. Many external factors shape a GSD's behaviors once leaving the Seller's home.

4. INTEREST IN THE PUPPY

For the avoidance of doubt, neither party is permitted to sell their interest in a GSD without the other party's prior written consent. Each party of this Agreement will have the right of first refusal in any change of ownership throughout the life of GSD or until the termination of this Agreement.

5. BUYER RESPONSIBILITIES

- A. Buyer is responsible for all vaccinations and medical care expenses. Buyer will provide proper veterinary care throughout the Dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the Dog's immunity to common canine diseases.

\_\_\_\_\_ Buyer Initial

\_\_\_\_\_ Seller Initial

\_\_\_\_\_ Date

- B. Buyer will provide good and proper care of the Dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition for the age, reproductive status, and activity level of Dog.
- C. Buyer provide the following care:
  - a. Proper nutrition to support ideal growth and maintain optimum body condition.
  - b. Proper daily exercise to maintain the Dog in good condition, but no forced exercise (such as jogging) until the Dog is full grown or the activity is approved by a licensed veterinarian; and
  - c. Avoidance of stress injuries, such as not allowing the Dog to jump from or over heights taller than itself at the shoulder until the Dog is full grown or the activity is approved by a licensed veterinarian.
- D. Buyer will give the Dog proper socialization and training.
- E. Buyer shall have a safe and secure area in which to house the GSD while away. This GSD shall not be allowed to roam free outside a secured yard without adequate, responsible supervision.
- F. GSD is being sold on Full Registration with the American Kennel Club which means he/she may be bred. Seller makes no guarantees regarding Dog's breeding prospects. There will be no refunds and/or exchanges if Dog is determined unable to produce a litter of puppies.
- G. Buyer will promptly notify seller of and ADDRESS CHANGE, PHONE CHANGE OR EMAIL CHANGE made by the buyer.

## 6. SPAY/NEUTER

GSD may remain intact for life of the dog. However, Buyer has read the "The Effects of Early Neutering and Spaying" article and acknowledges Seller's requirement to keep dog intact for at least 23 months (per evidence-based study done at the School of Veterinary Medicine, University of California: Davis), unless otherwise agreed upon by both parties. **Buyer understands that early spay/neuter has been associated with increased risk of one or more joint disorders and urinary incontinence in females (Hart et al., 2020). As a result, if spay/neuter occurs prior to 23 months, seller reserves the right to cancel Health Guarantee (6).**

## BUYERS ACKNOWLEDGEMENT \_\_\_\_\_

## 7. FIRST RIGHT OF REFUSAL

Seller agrees to take GSD back from Buyer at any time, without condition. If Buyer elects to permanently return the GSD to Seller, Buyer agrees to relinquish all legal ownership of GSD, including, but not limited to, the successful execution of any and all necessary paperwork required by the AKC and any other registries (UKC, INT'L, etc) to transfer full ownership of GSD to Seller. Buyer MUST return GSD to BUYER if for any reason they can no longer keep the GSD and NOT be resold, transferred or given up or away or placed with any pound, humane society, animal rescue or animal shelter. There will be no compensation due to Buyer from the Seller.

## 8. SELLERS RESPONSIBILITIES

- A. Registration and Ownership. Seller is the lawful owner of the GSD and has the right to transfer ownership of GSD to Buyer.
- B. State of Health; Short-Term Health Warranty. The GSD (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the Dog examined by a licensed veterinarian within 72 hours of receiving the GSD (the "**Examination Period**") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the GSD to be unhealthy, the GSD may be returned to Seller for a full refund of the Purchase Price outlined in this contract. The veterinarian must provide a written statement of health including all diagnostic reports and records, which must be sent to Seller within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse or neglect, (y) any health issues that result from the Dog's transportation from Seller to Buyer and (z) all minor illnesses and health issues, including, but not limited to, upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
- C. Long-Term Health Warranty:
  - a. 26-MONTH HEALTH GUARANTEE & LIMITATIONS
    - i. Hips, Elbows, and Spine
      - 1. Seller will guarantee GSD's Hips, Elbows, and Spine if done through a recognized registry (OFA or SV), Radiographs are necessary for refund. X-ray films showing proper positioning, and meeting OFA/SV standards, must be submitted to OFA and/or SV for evaluation at the owner's expense, by the age of 26 months. If the orthopedic results meet the criteria in section 6.A.1.a., the owner can

\_\_\_\_\_ Buyer Initial

\_\_\_\_\_ Seller Initial

\_\_\_\_\_ Date

select to either return the GSD or keep him/her. Neither decision will affect getting a 100% refund on the purchase price outlined in this contract of the GSD.

a. The following results meet criteria for refund:

	OFA	SV
<b>HIPS</b>	<i>Borderline or worse</i>	<i>Mittel (A4) or worse</i>
<b>ELBOWS</b>	<i>Grade 1 or worse</i>	<i>Mittel or worse</i>
<b>SPINE</b>	<i>N/A</i>	<i>LUW/LTV grade 2 or worse</i>

- 2. By signing this contract, buyer acknowledges we will guarantee the hips and elbows until 26 months of age, providing the buyer agrees they will not allow environmental conditions to adversely affect the development of the hip and elbow structure.
  - a. Buyer will provide a certified nutritionally complete food that will not promote excessive growth or obesity.
  - b. Buyer will continue to provide GSD with **Dogzymes Super-C Sodium Ascorbate(1 Lb)-2850 Mg Per Teaspoon** or **Dogzymes Cran-Tri-C Support A Healthy Urinary Tract With Cranberry And Vitamin C Blend 1418mg** (initial 3oz container provided by breeder) as directed on the bottle to promote adequate bone development as recommended by Dr. Wendell O. Belfield.
  - c. Buyer will provide regular non-forced exercise. The buyer is aware if they allow the dog to engage in activities that would stress the hips before the age of 12 months the hips, elbows, and spine guarantee becomes null and void. Activities include, but not limited to, exercise on hard unyielding surfaces, continuous running, repetitive jumping, jumping higher than their elbow, or any activity that may cause injury.

Buyer acknowledges that Seller STRONGLY encourages preliminary orthopedic radiograph results through a recognized registry (OFA/SV) between 12-18 months of age. If this is not provided to the Seller (at the expense of the Buyer), and the GSD meets criteria for a refund as defined in section 6.A.1.a., then the Seller reserves the right to deem section 6.A. Hips, Elbows, and Spine null and void without proper veterinary, food, and vitamin supplementation records.

- b. CONGENITAL DEFECTS
- c. Testicle Guarantee on Male Puppies

Male GSD is being sold with veterinary documentation of 2 (two) testicles. This section does not apply.

Male GSD is being sold without 2 (two) fully descended testicles and has been discounted by \$1,000 off the original price of \$. If a second testicle drops, Buyer owes Seller no additional monies. All other guarantees are still active.

D. PERFORMANCE TITLE MONEY BACK GUARANTEE

We believe that a dog needs to have 5 things to have a fulfilled enriched life. They need physical exercise, mental stimulation, communication through training, proper nutrition and health care. To promote that, your GSD is eligible for the performance dog awards program if bought before 12 weeks of age. This promotes our belief and keeps our dogs active and happy working dogs. Performance titles include but are not limited to: Competitive obedience (AKC & UKC), Schutzhund, Agility, Tracking, Herding, Ringsports (French Ring, Mondio), and PSA.

- o Advanced level titled dogs will receive a \$100 refund. (IGP3, AS3, IGP-FH, VST, FR3, MR3, PSA3, UD, AX)
- o National participant will receive a \$150 refund. (Agility, Schutzhund, Ringsport, Obedience, Rally)
- o World level will receive the balance of a full refund (WUSV, FCI WM IGP, World Championship IGP-FH, FCI Agility WM, FCI Monitoring World Championship, etc)

Only one refund per level will be given. Total accumulated refund not to exceed original purchase price outlined in this contract of GSD.

9. ONGOING COMMUNICATION

Both parties agree to promptly notify the other [via phone call or email] of any change of address, email or phone number. Seller agrees to (a) reply as promptly as possible to inquiries about GSD from Buyer; (b) inform Buyer of any titles completed by GSD as determined by the AKC or other registries and (c) inform Buyer of any major change in the health of GSD throughout its life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Seller will, upon the natural or accidental death of GSD, promptly notify Seller [via phone call or email] of the particulars of the animal's death.

10. INDEMNITY; Attorney's Fees

Each party agrees to indemnify and hold harmless the other party from and against all claims, liabilities, losses, costs, damages (including costs and reasonable attorney's fees) incurred as a result of claims made by third parties against the indemnified party arising out of, or incident to, the indemnifying party's possession of GSD.

11. AGREEMENT TO MEDIATE

Buyer Initial

Seller Initial

Date

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 first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

## 12. GOVERNING LAW

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws provisions thereof.

## 13. AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions 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 the prior written consent of the other party. No changes, modifications 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.

Buyer Signature: \_\_\_\_\_ . Date: \_\_\_\_\_

Seller Signature: \_\_\_\_\_ . Date: \_\_\_\_\_

### Reference:

Belfield, W. O. (1989). *How to have a healthier dog*. New Amer Library.

Hart, B., Hart, L., Thigpen, A., & Willits, N. (2020). Assisting decision-making on age of neutering for 35 breeds of dogs: Associated Joint Disorders, cancers, and urinary incontinence. *Frontiers in Veterinary Science*, 7. <https://doi.org/10.3389/fvets.2020.00388>

\_\_\_\_\_ Buyer Initial

\_\_\_\_\_ Seller Initial

\_\_\_\_\_ Date