

H&R SHEPHERDS: COMPREHENSIVE SALES CONTRACT & HEALTH GUARANTEE

This **Puppy Purchase Agreement and Bill of Sale** (the "Agreement") is entered into on this _____ day of _____, **2027** (the "Effective Date"), by and between the Breeder and the Buyer. This document serves as a legally binding contract to ensure the welfare, proper development, and clear expectations for the German Shepherd puppy being sold.

I. PARTIES

Breeder/Seller: H&R Shepherds (Shakira Carcamo), a specialized German Shepherd breeding program dedicated to structure, health, and traditional European/German lines. **Address:**

Buyer:

Address:

II. DESCRIPTION OF PUPPY

- **Breed:** Purebred German Shepherd Dog.
- **Registered Name Prefix:** Any dog leaving the kennel with breeding rights must officially incorporate **H&R Shepherds** as either a prefix or suffix to its registered name (e.g., *H&R Shepherds [Dog's Name]* or *[Dog's Name] H&R Shepherds*)
- **Collar/ID:** _____
- **Sex:** ☐ Male ☐ Female.
- **Date of Birth:** _____
- **Microchip Number:** _____.

III. DESIGNATION OF TERMS

Please check the applicable designation below to identify the intended use of the puppy:

- **☐ OPTION A: LIMITED REGISTRATION (Pet-Only)**
 - The puppy is sold strictly as a family companion or pet.
 - Breeding is strictly prohibited; no breeding rights are granted, and any litter produced will not be eligible for registration under any circumstances.
 - The Buyer agrees to perform a mandatory spay/neuter procedure between the ages of 18 and 24 months to allow for healthy skeletal growth.

- **[] OPTION B: BREEDING/SHOW PROSPECT**

- The puppy is sold as a potential future breeding or show prospect.
- Full registration and breeding rights are withheld at the time of sale. Breeding rights are only considered for release after the dog reaches 24 months of age and meets all strict health, structural, and performance criteria outlined in this contract.
- A mandatory \$500.00 breeding rights release fee is required to transition the dog to Full Registration.

[] BLUE GENE DESIGNATION (All Blue Dogs):

- Any puppy carrying the blue gene is automatically placed under **Limited Registration** at the time of sale. Any potential upgrade to breeding rights is at the sole discretion of the Breeder. The Breeder reserves the right to refuse breeding rights to anyone who is not willing to learn about the blue gene, its inheritance patterns, and the management of Color Dilution Alopecia (CDA)

IV. FINANCIAL TERMS & BREEDER PROTECTIONS

- **Purchase Price:** \$_____.
- **Non-Refundable Deposit:** A non-refundable deposit of \$300.00 is required to reserve the puppy. This fee compensates the Breeder for the costs associated with holding the puppy, marketing the litter, and administrative expenses.
- **Breeder's Right of Retention (First Selection):** The Breeder maintains the absolute and primary right to retain any puppy from the litter for her own breeding or show program. If the Breeder decides to exercise this right, the Buyer will be notified immediately, and all deposits and payments made will be refunded in full. Upon this refund, this Agreement is considered null, void, and mutually dissolved.
- **Cancellation for Wellness:** The Breeder reserves the right to cancel the sale if, in her professional opinion, the puppy exhibits any health decline, developmental issues, or failure to thrive while in her care. In such cases, the Breeder will issue a full refund of all payments received.
- **Ready-to-Receive Assessment:** One week prior to the scheduled pickup, the Breeder will conduct a mandatory "Ready-to-Receive" check to verify that the Buyer has a prepared environment, appropriate supplies, and a suitable living arrangement to ensure the puppy's continued welfare.

V. HEALTH REPRESENTATION & TRANSPORTATION

- **72-Hour Veterinary Verification:** The Buyer is required to have the puppy examined by a licensed, reputable veterinarian within 72 hours of taking possession.

- **Return for Medically Unsound Condition:** If a licensed veterinarian certifies in writing, within the 72-hour period, the Breeder will accept the return of the puppy for a refund of the purchase price (minus the non-refundable \$300.00 deposit).
 - **Transportation for Unsound Dogs:** The Breeder will cover the reasonable costs of returning the puppy to her facility *only* if the puppy has been certified as medically unsound according to the criteria above.
 - **Personal Returns:** For any return or surrender initiated by the Buyer for reasons other than verified medical unsoundness (such as personal changes in schedule, living arrangements, or buyer preference), all costs associated with transportation and logistics are the sole responsibility of the Buyer. **No refunds or credits** will be issued for sound, healthy dogs returned for personal reasons.
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- **Environmental & Structural Care Notice:** The Buyer acknowledges that hip health is a **polygenic trait**; therefore, even when parents have passed their health screenings, there is no absolute genetic guarantee that offspring will be free of hip dysplasia. The Buyer understands that hip development is heavily influenced by **environmental conditions**, such as proper nutrition, weight management, and exercise (Hip dysplasia could be caused by jumping on and off beds, slick floors, going up and down stairs, etc.) Furthermore, to protect the puppy's long-term ear health and cartilage development, the Buyer is strictly prohibited from pulling, tugging, or playing rough with the puppy's ears. The Buyer assumes all responsibility for these environmental factors once the puppy is in their possession.
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- **Genetic Disclosure & Color Dilution Alopecia (CDA):** The Breeder has performed genetic DNA testing on the puppy and/or the parents. The Buyer acknowledges that this puppy is a carrier of the blue dilution gene. The Buyer understands that while the puppy itself is healthy and unaffected, the blue gene is associated with Color Dilution Alopecia (CDA) in some German Shepherds. The Buyer accepts this genetic status as a known trait and understands that carrier status does not constitute a health defect or unsoundness. If the Buyer intends to breed this dog in the future (subject to Breeder approval and registration upgrades), they assume full responsibility for selecting mates that are genetically clear for CDA to ensure the health of future generations.
Furthermore, the Buyer agrees that if any future generation produced by this dog presents with symptoms of CDA (such as abnormal balding or coat loss), it is in the best interest of the breed and the dog's welfare to immediately cease breeding the dog.

_____Initials

VI. BREEDING & STERILIZATION REQUIREMENTS

- **Pet-Only (Option A) Requirements:** To promote the dog's long-term health and joint development, the spay/neuter surgery must be performed no earlier than 18 months and no later than 24 months of age. The Buyer must provide the Breeder with formal written proof from a licensed veterinarian, including the dog's microchip number, immediately upon completion of the procedure.
 - **Liquidated Damages:** Any unauthorized breeding of a pet-only designated dog constitutes a serious breach of contract. The Buyer agrees to pay \$5,000.00 in liquidated damages, and the Breeder reserves the right to seek legal action to confiscate the dog and any offspring produced.
- **Breeding Prospect (Option B) Requirements:**
 - **Mandatory Health Clearances:** To qualify for Full Registration, the Buyer must complete an **Embark DNA Panel, Orivet Pituitary Dwarfism (mandatory if one parent of the breeder dog is a carrier for PD) testing**, and **official passing OFA/PennHIP Hip & Elbow evaluations**.
 - **Breeding Rights Release Fee:** Once the dog reaches 24 months of age and all health clearances have been reviewed and verified by the Breeder, the Buyer must pay a \$500.00 administrative fee to receive the formal release of Full Registration rights.
 - **Disqualification Factors:** Any puppy that develops a structurally unsound or irregular gait, or any male puppy that fails to have both testicles fully descended (cryptorchidism/monorchidism), will be permanently disqualified from breeding and the breeding prospect status will be voided.

VII. HIP, ELBOW, & GENETIC GUARANTEE

- **Structural Testing Standards:** Any structural or health claims under this guarantee must be based exclusively on evaluations conducted by the Orthopedic Foundation for Animals (OFA) or PennHIP, performed only after the dog has passed all required preliminary testing. For OFA evaluations, the Breeder accepts ratings of Fair, Good, or Excellent. As an alternative or supplemental assessment, the dog may undergo PennHIP testing, in which case the Distraction Index (DI) must be under 0.52; any result of 0.52 or higher is considered an automatic failure under this agreement.
- **Failed Hip Resolution:** The Breeder provides no warranty, financial compensation, credit, or replacement puppy for dogs that fail their OFA hip or elbow evaluations. Breeding prospects are sold with the understanding that genetic and structural outcomes are not guaranteed, and all risks associated with the dog's future health testing results are assumed entirely by the Buyer.

- **Voiding of Guarantee:** This limited guarantee is immediately and permanently null and void if the dog has suffered any form of physical trauma, fracture, ligament damage, or nutritional neglect; has become severely obese; or if the dog has been bred prior to receiving official health clearances.

VIII. GOVERNING LAW & DISPUTE RESOLUTION

- **Texas Jurisdiction:** This Agreement is governed by the laws of the State of Texas, and any legal proceedings must take place within the Breeder's jurisdiction.
- **Private Resolution:** Both parties agree to handle any concerns or disputes privately and in good faith before initiating any formal legal action.
- **Mutual Release Requirement:** Any remedy provided by the Breeder is contingent upon the Buyer signing a formal Mutual Release and Settlement Agreement, which ensures confidentiality and protects the reputation of the breeding program.
- **Defamation and Disparagement:** The Breeder takes the reputation of H&R Shepherds seriously. Any publication of false, misleading, or defamatory statements regarding the Breeder or her bloodlines will be fully pursued under Texas law as defamation or business disparagement.
- **No dogs will be sold to California at this time**

IX. SIGNATURES

By signing below, both parties acknowledge that they have read every section of this document, fully understand the obligations and requirements established herein, and agree to be bound by these terms.

Breeder Signature: _____ **Date:** _____

Buyer Signature: _____ **Date:** _____