

**RIVER'S BEND GERMAN SHEPHERDS**  
**Health Warranty and Contract**

Puppy's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Buyer Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

**Litter Information:**

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

**SALE CONTRACT FOR PUPPY**

**Terms and Conditions**

Part 1: Deposit, Payment of Purchase Price, Fees.

Puppy will be held only if a deposit has been received. Full payment must be made before puppy leaves the Seller's possession. There will be no exceptions to this rule.

The expected delivery date of the puppy will be on the date that the puppy turns 8 weeks old. Payment of the balance may be made in cash, email money transfer or certified check.

The above DOES NOT include the cost of shipping the puppy. Shipping costs, if any, are the sole responsibility of the Buyer. Shipping costs include but are not limited to: a new airline approved shipping crate, Health Certificate, transportation to the airport and cost of shipping (flight cost).

In the event that the Puppy is not available on the date it reaches 8 weeks of age due to illness, death or any other circumstances, Buyer's deposit will be transferred to the next available puppy of equal price and value.

Buyer understands that no refunds of deposits will be made for any reason.

## **Part 2: Buyer's Responsibilities.**

**The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes, but is in no way limited to, keeping the puppy/dog parasite free and up to date with vaccinations, proper nutrition of a good quality professional food given at regular intervals and fresh water available at all times. The Buyer promises to provide a safe environment for the dog and to never allow the dog to roam freely without proper fencing or supervision. Buyer agrees to never breed the dog without notifying the Seller prior to the breeding taking place.**

Buyer agrees to maintain this dog in good health, provide routine and emergency veterinary care in a timely manner, to keep the dog on a program recommended by their veterinarian to keep the dog free of internal and external parasites.

Buyer further agrees to provide proper exercise as indicated in order to maintain this dog in proper weight and physical condition. A proper diet consists of top quality dog food or a raw food diet with appropriate supplements.

Buyer agrees the Puppy will NOT live the majority of its life in the backyard or kennel. Puppy is sold with the understanding that it was to go to a carefully selected buyer and that Buyer agrees that the puppy will become a member of the family. If evidence is found to the contrary, Seller has the right to repossess the dog.

Buyer agrees that Seller will REPOSSESS the Puppy UPON EVIDENCE OF NEGLECT AND/OR ABUSE at no expense to the Seller. Buyer is aware that owning a puppy means trips to the veterinarian and understands that he/she will be responsible for all charges incurred. Seller is NOT responsible for veterinary costs incurred for any reason after the sale of the Puppy.

**Both Buyer and Seller accept and agree to be bound to the above conditions governing the sale and purchase of the Puppy.**

### **Part 3: Right of First Refusal and Placing the Puppy.**

**If Buyer is unable to keep said Puppy for any reason, they will contact the Breeder immediately and RETURN the puppy to Breeder. UNDER NO CIRCUMSTANCES will Buyer ever place this puppy in an animal shelter, pound, rescue operation, laboratory or pet store of any type.**

If at any time the Buyer can no longer retain possession of this dog, the Seller is to be notified and given the first option of resuming full ownership of the dog in order for the Seller to locate this dog a new home. The dog will be returned with any and all medical records.

The Seller reserves the right to approve/prohibit any transfer of this Puppy to a third party. The Buyer agrees that neither he/she nor the Buyer's estate/executors may sell this animal or transfer ownership of this animal without the Seller's knowledge and written consent. The Buyer agrees to notify and update the Seller of any changes of address during the dog's lifetime.

If it has been found that the contract has been breached in any way or the Puppy has been placed in another home without the agreement of Seller, placed in a shelter, pound, rescue group or organization or pet store, Seller has the right to charge a fee for breach of contract in the amount of \$1,000.00 and repossess the puppy. After such, the contract shall become null and void.

There are no refunds. The buyer is responsible for all shipping costs and travel expenses to return the puppy to the breeder, if necessary.

### **Part 4: Health Guarantee**

**The Seller guarantees this puppy/dog to be of sound health and temperament at the time of this sale. To the best of the Seller's knowledge, the puppy is free of**

**any signs/symptoms of disease or congenital defects as of the date in which the puppy leaves the seller. Failure to provide proper/regular vaccinations, failure to provide a proper high quality diet and failure to provide prompt veterinary care in both routine and emergency situations will void this health guarantee.**

Seller warrants the puppy and provides a one (1) year, from whelping date, guarantee for life threatening genetic health issues which may or may not result in death. Should the puppy be proven to have a life-threatening genetic health issue, Breeder must be informed immediately within 3 days of the examination with results by e-mail or mail. Failure to notify Breeder within 3 days of the diagnosis will result in cancellation of the guarantee. Buyer further agrees to provide Seller with written notifications from 2 Veterinarians stating the diagnosis and accompanied by supporting testing. Breeder will then replace the puppy with the first available puppy of equal price and value from the Breeder's stock or a future litter.

Should the puppy die unexpectedly within the one (1) year time frame, a necropsy must be performed at the Buyer's expense and a diagnosis of a life-threatening genetic illness must be proven to be the cause of death. Copies of the necropsy results and any paperwork about the death must be provided to the Breeder via mail or email within 3 days of the date of death. Breeder will replace the puppy with the first available puppy of the same price and value from the Breeder's stock or a future litter. If a necropsy is not performed then this guarantee is no longer valid and the puppy will not be replaced.

The Buyer agreed to contact the Seller immediately if any questions or concerns arise about the Puppy/dog, such as housing, diet, health, training or behavior. The Buyer agrees to keep the Seller informed of any treatment as it occurs. This provides the Seller with valuable information and is necessary for the continuation of a successful breeding program. ALL Veterinary expenses incurred by Buyer in the care and treatment of the Puppy are the sole responsibility of the Buyer. This applies to both the original and any replacement puppy.

#### **Part 5: Breeding Rights.**

Puppy is being sold as pet only (non breeding).

Buyers agree to alter their puppy no earlier than 18 months to 2 years of age, and to never use the Puppy for breeding at any time. Should the Buyer breach this section of the agreement, they agree to pay a contract breach penalty in the amount of \$1,000 per puppy, per occurrence.

## **Part 6: Hip and Elbow Guarantee**

**The Puppy/dog will be free of documented hip dysplasia for the first 24 months of life. In order for the warranty to be valid, the hips must be x-rayed by the age of 24 months by a licensed Veterinarian certified and skilled at producing hip x-rays for OFA evaluation. These x-rays must be submitted to OFA for evaluation at the Buyers expense and a copy of the x-ray also sent to River's Bend German Shepherds via mail or email. If the dog is evaluated as dysplastic, then the Buyer may keep the dog and receive a replacement dog for no charge other than shipping, if needed. The Seller must be presented with proof of spay or neuter before the Buyer will receive a replacement. This replacement warranty expires at the age of 24 months.**

If the dog that is subject to this contract is bred or becomes pregnant prior to 24 months of age and/or without OFA or SV Certification, this hip and elbow warranty becomes null and void. If Seller becomes aware of the dog being kept overweight, on improper diet, exercised excessively or on inappropriate surfaces, made to live outside or made to perform physically demanding tasks not appropriate for the age of the Puppy then the warranty will be rendered null and void.

If the dog is spayed or neutered before it reaches full sexual maturity (usually around 18 months), this hip and elbow warranty becomes null and void. Research shows that delayed sterilization not only reduces the risk of joint disorders, such as hip dysplasia and cranial cruciate ligament injuries, it can also positively affect dogs behaviour, specifically regarding aggression. Studies have found that dogs neutered or spayed early in life are likelier to exhibit aggressive behaviors, such as fearfulness and reactivity towards unfamiliar people or dogs.

## **Part 7: Replacement/Refund and Health Guarantee.**

**NO CASH REFUNDS will be given under any circumstances.**

The Seller assumes NO responsibility of any nature with the respect to the performance, activity, training, demeanor or other propensities of the Puppy/Dog once it has been delivered to the Buyer. No warranties are given for the temperament or the fitness/abilities of the Puppy for any specific intended purpose. There is no guarantee offered for ears, teeth, allergies, aesthetic issues, temperament or structure. Seller does not guarantee for color, adult size, testicles descending, retained teeth, personality or temperament, crate or potty training ability, improper bite or dentition, coat condition,

hernias of any kind, trachea problems, hypoglycemia, internal or external parasites, luxating patella(s), minor physical flaws, loose stools or diarrhea, or common puppy ailments.

In order for genetic guarantee to be honored, Buyer must prove the health issue is clearly congenital AND genetic AND renders the animal incapable of leading a normal life.

**Part 8: Miscellaneous Provisions.**

No change or modifications of this Agreement shall be valid unless in writing and signed by the party against which it is sought to be enforced.

**I confirm that I (the buyer) agree to and have read and had a full explanation of all the details and meanings of this contract prior to the purchase and I fully understand its purpose and reason. I also confirm that I am purchasing this puppy/dog for myself and not as an agent for a third party.**

SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_

Date: \_\_\_\_\_