



Puppy Purchase Contract & Guarantee – ACTIVE PET

Effective Date: _____

<u>Seller:</u>	<u>Buyer:</u>
Jess Stutzman	Name:
Mid-daylich Hotzaw German Shepherds	Address:
Lanesboro, MN 55949	Phone:
Mid-daylich.hotzaw.gsd@gmail.com	Email:

This agreement is made between Jess Stutzman hereinafter referred to as Breeder and _____ hereinafter referred to as Buyer(s) which is entered into on _____ for the purchase and sale of a live animal hereinafter referred to as Dog and described below with the total purchase price of \$_____ United States dollars.

Accepted Payment Methods: Cash, Certified Check, Money Order, Venmo (@Mid-daylichHotzawGSD)

Breed: German Shepherd	DOB:	Collar ID Color:	Gender/Color:
Dam:		Sire:	
Microchip #:	AKC #:	AKC Name:	Call Name:

The Dog listed above has been examined by a licensed veterinarian and found to be in good health as of the effective date. See attached veterinary records.

Examination Period

Buyer *must* have Dog examined by a licensed vet within the period of 2 business days after Dog is in Buyers possession at Buyers expense, proof is to be sent to Breeder for *one year Health Warranty* to remain effective. If within the examination period of 2 business days, a licensed vet determines Dog to have a chronic health issue making it unfit for sale, the veterinarian must provide a written statement of health including all diagnostic reports and records, which must be sent to Breeder within 48 hours of the examination date. If justifiable, the Dog may (a) be returned to the Breeder within 48 hours for a full refund of the purchase price excluding the non-refundable holding fee or (b) return Dog and receive a replacement Dog of equal quality as soon as one is available from Breeder. This warranty excludes any treatable health issues.

Spay/Neuter

Buyer agrees Dog is being purchased as a family pet and will never be used for breeding. Dog may remain intact for its life, however, if that is not of option to Buyer then Breeder requires Dog to be sterilized no sooner than 18 months old. If earlier sterilization is deemed in the best interest of the overall home, Buyer fully understands that early sterilization can put Dog at risk/more susceptible to health issues in which Breeder is not held liable for as well as mutually agreed upon a time frame between Buyer and Breeder below. If Dog that is subject to this contract is bred or becomes pregnant violates this contract. In the event that the contract has been breached in this section, Buyer agrees to pay a breach of contract penalty in the amount of \$800.00 USD per puppy born as a result of breeding Dog without full rights, per occurrence. May also be subject to small claims court.

Buyer Acknowledges & Agrees to above: _____

Agreed age to sterilize: _____ Breeder Signature: _____

Health Warranty

This Dog is guaranteed until one year of age against fatal congenital diseases which adversely affect the health of the animal. This includes kidney, heart, pancreas, spine, and liver problems of a severe life-threatening nature. Should the Dog die unexpectedly within one year of birth, a necropsy *must* be performed at the Buyers expense and a diagnosis of a life-altering genetic disease must be proven to be the cause of death. Copies of the necropsy results and any paperwork involved in determining cause of death must be provided to the Breeder within 3 days of the date of results. The Breeder will then replace the Dog with the first available puppy of the same quality. If a necropsy is *not* performed, then this health warranty is null & void resulting in Dog *not* being replaced.

Dog is sterilized early with no agreement written in spay/neuter section, not provided proper vaccinations & deworming, or breeder becomes aware of pup not given adequate shelter from elements which is to be safe/clean, fed a quality diet to ensure ideal weight is maintained, allowed, or made to perform physically demanding tasks not appropriate for the age of the puppy then this warranty becomes null and void immediately! The buyer agrees to inform breeder of any treatments as it may occur, this provides very valuable information and is necessary for the continuation of a successful breeding program! No exceptions.

The foregoing guarantee excludes any health issues cause by the Buyer's lack of quality care, including, but not limited to, upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including parvo), UTI's, vaginitis. No Other Warranties – The Breeder assumes NO responsibility of any nature with the respect to the performance, activity, training, demeanor, or other propensities of the puppy once it has been delivered to the Buyer. There is no guarantee offered for ears, teeth, allergies, aesthetic issues, temperament, or structure. The Breeder does not guarantee for color, adult size, undescended testicles, retained teeth, eye color, breeding ability, drive, personality or temperament, crate or potty-training ability, improper bite or detention, coat condition, hernias of any kind, undescended testicles, trachea problems, eye conditions, hypoglycemia, luxating patella(s), minor physical flaws, or any common puppy ailments. No other warranties or guarantees, expressed or implied, are made by the Breeder with the exceptions expressly and specifically set forth herein.

Registration Name

Dog will be pre-registered through AKC by Breeder, included in cost. Puppy will be registered with the suffix z Mid-daylich Hotzaw. Buyer agrees to select a name or allow Breeder to select a name beginning with the following litter letter: _____.

This is solely for paperwork; Buyer can choose any call name they'd like.

Microchip Enrollment

All puppies will be microchipped by Breeder with Fi Nano chips. Buyer will be listed as first contact; Breeder will be listed as secondary contact. This is non-negotiable as Breeder is responsible for all pups produced at Mid-daylich Hotzaw German Shepherds.

Transportation

If Buyer is unable to pick pup up directly, arrangements can be made via ground or air and all expenses are to be paid in full by the Buyer prior to pup leaving Breeder.

Payment

A *non-refundable* holding fee in the amount of **\$400.00** along with the *deposit agreement* is to be completed. Once received, a pup will then be held. This holding fee will be forfeited if Buyer fails to not wait for a Dog to become available or chooses to not complete the purchase of a Dog. Breeder will happily allow Buyer to transfer holding fee to any future litter from Mid-daylich Hotzaw German Shepherds. If for any reason Breeder decides Dog is not a good fit for Buyer's lifestyle, holding fee will be refunded immediately.

*Payments accepted via cash, money order or venmo

The remaining amount is due in full prior to Dog leaving Breeder's property regardless of pick-up arrangements agreed upon. No exceptions! In the event of said Dog outlined in this contract is no longer available at 8-9 weeks old due to unforeseen circumstances, the holding fee will be transferred to future litter.

*Payments accepted: Cash or Venmo if successfully transferred prior to leaving Breeder's property with Dog

Replacement/Refund

No cash refunds will be given under any circumstances other than listed in the Examination Period. In such circumstances, Buyer will allow Breeder up to 10 business days to initiate the refund. Once the refund has been initiated, the Breeder is not responsible for delays in processing.

Right of First Refusal

In the event that Buyer is unable to retain ownership of Dog at any point within its lifetime, Buyer *must* return the Dog to the Breeder and Dog is to not be resold, transferred or given up or away or placed with any shelter, pound, rescue, laboratory, or pet store no matter the circumstances. Buyer agrees to relinquish all legal ownership of Dog, including, but not limited to, the successful execution of any and all necessary paperwork required by AKC and any other registries to transfer full ownership of Dog to Breeder as well as all vet records. There will be no compensation due to Buyer from the Breeder. The dog must be returned within a reasonable time frame to Breeder in which Breeder is not responsible for costs incurred but will remain open to this per scenario. Breeder will always do what is best for Dog.

Title Money Back Guarantee

We believe that a dog needs to have a fulfilled enriched life through physical exercise, mental stimulation, and communication through training. To promote this, we offer money back for titles earned. This includes, but not limited to: competitive obedience (AKC, UKC), schutzhund, agility, tracking, herding, ring sports, PSA, dock diving.

- Advanced level titled dogs will receive a \$200 refund. (IGP3, AS3, IGP-FH, VST, FR3, MR3, PSA3, UD, AX, etc)
- National participant will receive a \$300 refund. (Agility, Schutzhund, Ring Sports, Obedience, Rally, Dock Diving)
- World level will receive the balance of a full refund. (WUSV, FCI WM IGP, World Championship IGP-FH, FCI Agility WM, etc.)
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Only one refund per level will be given with the total accumulated refund no to exceed the original purchase price outlined in this contract for the Dog.

Buyer's Obligations:

Buyer(s) Signature: _____

1. The Buyer agrees to provide proper care such as adequate housing, safe environment, nutrition, water and veterinarian care throughout its lifetime, including but not limited to, routine vaccinations and parasite control.
2. The Buyer agrees to reduce the incidence of orthopedic problems by maintaining an optimum body condition to ensure pup is not underweight nor overweight, given daily low impact exercise until growth plates and joints have fully developed to avoid stress injuries.
3. Buyer agrees that pup is sold with spay/neuter contract in which entails sterilizing within agreed upon time frame.
4. **Buyer agrees to have ongoing open communication with Breeder. This includes change of address, email, phone number as well as any issues regarding pup or any concerns/illnesses throughout its lifetime. Buyer also agrees to send updated photos here and there throughout the life of the pup & photos may be used within Breeders social platforms.**
5. The Buyer is fully aware that owning a puppy entails many vet visits, dedicated time training, puppy is of working line genetics in which may require training above and beyond basics or involve a licensed trainer, as well as understands that the Breeder will not be held liable for any/all charges incurred after final transaction & pup leaves Breeders property.

Breeder's Obligations:

Breeder's Signature: _____

1. The Breeder will properly raise the litter by maintaining a clean safe environment, provide proper nutrition (Virtue-K9 Octane), water, socialization, deworm at 2, 4, 6, 8 weeks of age, distemper vaccine at appropriate ages, vet checked, microchipped and AKC registered.
2. The Breeder agrees to have ongoing open communication and offer lifetime support to Buyer.
3. The Breeder will remain in close contact over the 8 weeks of puppy's development by photos and videos via best way for Buyer to be reached.
4. Breeder will be responsible for the well being of a pup its *entire life* and remains the upmost important to have Right of First Refusal at any time per this contract!

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

Buyer Signature/Date: _____

Breeder Signature/Date: _____

This contract constitutes the full agreement of both parties listed on the first page of these documents.