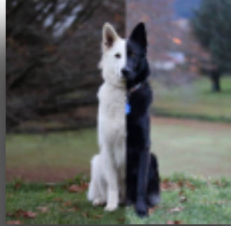


*Customer has read this
Page and agrees to the conditions
Initials*

The German Shepherd Puppy Palace



Dog Health warranty and Purchase Agreement

This contract is between: _____ Hereafter “Seller”

and _____ Hereafter “Buyer”

and is entered on this date: _____.

Pertaining to:

Puppy Name	Birthdate	Gender
Sire	Dam	Color

Seller’s Responsibility;

1. The Seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following;
 - a. Age-appropriate immunizations
 - b. Subcutaneous microchip (AKC Reunite)
 - c. Deworming
 - d. Health certificate (available at the time the Buyer takes possession).
2. The Seller provides warranty against debilitating congenital defects for a period of one (1) year after the date of sale.
 - a. Seller guarantees all possible steps have been taken with the sire/dam selection and breeding to prevent hereditary issues.

- b. Debilitating congenital defects are defined as those present since birth that are either life-threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.
 - c. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
 - i. Buyer must supply any requested veterinary records related to the dog's condition to the seller within seven days of diagnosis
 - ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller's choice at the Seller's expense.
 - iii. If necropsy is performed and the Results are undetermined or an inconclusive diagnosis, warranty is void.
 - d. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter.
 - i. Original puppy need not be returned, provided there is proper documentation of congenital issue; however, the puppy is not to be euthanized, put into a shelter or rescue center and the puppy must be spayed or neutered. Buyer may re-home puppy into a seller approved home post spay or neuter. Buyer must provide information on any potential homes to the seller for pre-approval.
 - ii. Seller determines which puppy (of equal or lesser value) will be used as a replacement and the wait time may be as long as 12 or more months.
 - iii. Color or gender is not guaranteed but Seller will ensure, for breeding purposes alone, to provide same sex as previous puppy only in the case of a breeding contract. The wait time may be extended to provide same sex, equal temperament, etc. to Buyer.
 - iv. Shipping fees will not be refunded, and any costs associated with the shipping for the replacement puppy are to be covered by the Buyer.
 - e. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.
 - f. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), and cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.
 - g. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
 - h. This warranty is non-transferable.
3. It is to be clearly understood that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

Buyer's Responsibility:

- 1. The buyer agrees to pay the Seller a non-refundable deposit of \$300, to go toward a total sum of \$2,500.00 with no breeding rights. We do not currently place our female puppies for breeding purposes. For breeding rights (full registration) for male puppies, an

additional fee of \$400 will be added to the total cost of the puppy. This fee does not include shipping. If Shipping is required, the Buyer agrees to pay a flat fee of \$500 plus hotel and gas expenses if seller delivers the puppy. The cost of using Flight Nanny, the only seller approved service by seller, as an alternate shipping method will be determined by that service. We will not use animal cargo to ship our puppies and the cost of Flight Nanny may be slightly higher than an airline cargo shipping. All costs for shipping does not include travel crate required by the Flight Nanny Service, and will be the responsibility of the Buyer. Buyer will be required to contact service and provide Flight Nanny information to Seller to coordinate delivery of puppy to buyer.

2. The Buyer agrees to bear all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.
3. The Buyer agrees to have the puppy examined IMMEDIATELY by a licensed veterinarian no later than three (3) business days of taking possession and provide proof to the Seller upon completion of examination.
 - a. If the puppy is found to be in poor health due to seller's negligence, the Buyer has the option of returning the puppy to the Seller at the Buyer's cost, for a full refund of the cost of the puppy within 7 days after examination or this warranty is void.
 - b. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
 - c. If the puppy is not taken to a licensed veterinarian within three (3) business days of taking possession, the health warranty is null and void.
 - d. Please ensure that the puppy is kept in a kennel or held by someone while in the waiting room of a veterinary office. To avoid contact with any disease in the veterinarians office, DO NOT let the puppy walk on the floor while in the office and ensure the examination room is cleaned and sanitized prior to taking the puppy into the room AND prior to putting your puppy on the table. Seller recommends taking a clean towel or blanket with you to be safe. (Although our puppies have had two of their Parvovirus vaccine prior to sale, mother's milk may disrupt the effectiveness of the vaccine). It is a common occurrence for the mother's milk to interfere with the parvovirus vaccine, which is why there is a series of vaccines to ensure the puppy is fully protected from parvovirus.) Your veterinarian may vaccinate even if puppy has already received its parvovirus vaccination and this is perfectly acceptable. This ensures protection for your puppy.
 - e. IT IS NOT RECOMMENDED YOU ALLOW YOUR PUPPY TO PLAY OUTSIDE UNTIL A COMPLETE SERIES (AT MINIMUM 3) OF PARVOVIRUS VACCINATIONS HAVE BEEN ADMINISTERED. YOU ASSUME THE RISK OF PARVOVIRUS AFTER THE PUPPY LEAVES SELLERS PROPERTY UNLESS VETERINARIAN, UPON EXAMINATION WITHIN 3 DAY PERIOD PRESCRIBED, DETERMINES THE PUPPY HAD PARVOVIRUS PRIOR TO THE PUPPY LEAVING SELLERS PROPERTY. VETERINARIAN MUST PROVIDE DOCUMENTION TO THE ABOVE BY DAY THREE OR THE WARRANTY IS VOID.

4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home.
 - a. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed, then please do not buy our puppy
 - b. Although our puppies are treated, it is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
 - c. Most parasites can be contagious, and it is possible that other dogs in the house can get them.
 - d. Do not let your other dogs eat the puppy's feces and please clean up feces immediately using proper cleaning chemicals.
5. The Buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes but is not limited to:
 - a. Housing the puppy indoors. These puppies are sold exclusively as part of a family and not to be left outdoors for more than 2 hours at one given time during cooler months and in the summer months, no more than 1 hour.
 - b. Feeding only a premium quality food intended for puppies/dogs. Your puppy has been on Purina Pro Plan Sport 30/20 Formula. This is designed for puppies, pregnant and nursing dogs. It is designed specifically for all life stages and designed for highly active dogs. If you transition to another food, please do it slowly and follow the directions on the packaging for transitioning to a new food. German Shepherds commonly have stomach issues and are sensitive to food changes. It is suggested when you transition to a new food, use probiotics and pumpkin powder in addition to the new dog food. This helps with diarrhea and upset tummy.
 - c. Maintaining your puppy/dog at a healthy weight to avoid any structural problems such as hip dysplasia.
 - d. Do not allow your puppy to run on slippery flooring. Their hips are not fully developed and can be permanently injured from slipping. More frequent injuries range from pulled or torn muscles and ligaments (like an ACL), to bone and hip injuries, to an aggravation of swollen, arthritic joints or damaged tissues and nerves.
 - e. Buyer agrees to have the puppy seen by a licensed veterinarian for a wellness exam annually, PROVIDING PROOF OF ONE YEAR EXAMINATION TO SELLER WITHIN 7 DAYS OF EXAMINATION OR WARRANTY IS VOID.
 - f. Buyer agrees to take the puppy to a licensed veterinarian if he/she gets sick or is injured.
 - g. Keep all immunizations current according to the guidelines of the American Veterinary Medical Association.
 - h. Administering heartworm preventative medication.
 - i. Microchipping: Seller microchips all puppies. This microchip is registered to seller as the breeder and is a permanent registration; the buyer will be added as the owner but the chip is permanently registered to the Seller and cannot be removed.

Customer has read this
Page and agrees to the conditions
Initials

6. The Seller highly recommends the Buyer provide professional basic obedience training for their puppy within the first year of owning the dog.
7. The buyer agrees to postpone strenuous, forced exercise until after their puppy is over (1) year of age to minimize joint damage as puppies develop.
8. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for any reason. The Buyer and Seller will jointly determine how the dog will be rehomed. The seller retains the right to the return of the puppy to seller's premises at the cost of buyer.
9. The Buyer agrees to NEVER place the puppy with a rescue group, in a shelter, pound or similar facility NOR will the Buyer place the puppy in a research laboratory.
10. The Buyer agrees he/she will not sell (resell) puppy for any reason or otherwise place him/her elsewhere, with the following exceptions: 1. the Seller gets first chance to re-acquire dog instead of re-homing according to the terms agreed to by buyer and seller at that time, 2. Buyer provides Seller with potential new homes for the puppy prior to any transfer, 3. Buyer will not sell puppy for more than the original purchase price from seller and it is agreed that this warranty is not transferrable to new buyer.
11. The Buyer agrees to provide monthly photos of puppy for the life of this warranty and also allows the Seller to use any pictures of the puppy that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose. The Seller agrees to join the Buyers Facebook page and occasionally share the puppy's journey in his/her new environment. If photos are not provided at least monthly, this warranty is null and void with no exceptions. INITIALS _____
12. BREEDING FINES:
 - a. Breeding your dog without breeding rights is strictly prohibited by seller. No dog sold without full registration will be allowed to be bred and if buyer does so, buyer agrees to the following penalties:
 - i. Return of the original cost of the puppy to seller (\$2,500) Initial _____
 - ii. 75% of what buyer sells each puppy for to the seller Initial _____
 - iii. All attorney fees and court costs the seller incurs Initial _____
 - iv. \$5,000 breeding fine Initial _____

I UNDERSTAND AND WILL NOT BREED ANY LIMITED REGISTERED PUPPY FROM THE GERMAN SHEPHERD PUPPY PALACE. I UNDERSTAND THE FINES I WILL INCUR IF I DO BREED THE PUPPY AND I AGREE TO PAY THESE FINES LISTED ABOVE.

Print Name _____ Sign _____

CONTACT AGREEMENT:

1. Buyer agrees to provide proof of veterinarian visit at day three upon leaving premises.
2. Buyer agrees to friend request seller on social media (i.e. Facebook, Instagram). If Buyer has no social media accounts, buyer agrees to provide one picture per month of the puppy for the duration of this contract.

Customer has read this
Page and agrees to the conditions
Initials

- 3. Buyer agrees to contact seller for any question regarding the health and wellbeing of the puppy (Temperment issues, feeding, no question is stupid).

Initials

Administrative

- 1. Buyer is slotted a 2 hour timeframe to pick up their puppy to accomplish the following:
a. Register their German Shepherd puppy with AKC. A computer will be available to do so and you will be able to print your receipt upon registration.
b. Complete Trupanion registration. No puppies will leave the property until dog insurance has been applied for the puppy. Seller provides one month free insurance through Trupanion, with the one month waiting period waived, to cover any medical cost that occur within the first 30 days. If you choose not to use Trupanion, you may register for AKC insurance, which also has the same 30 day waiting period waiver. If you choose another insurance company, you will be required to apply for that insurance while on the premises to ensure the first 30 day waiting period requirement is waived and seller can verify complete coverage of puppy. We do not offer any exemptions to this policy and should you choose to not buy the puppy, and you have put a deposit on the puppy, your deposit will be forfeited, non-refundable.
c. Sign and initial complete contract.
d. Read over all documented medical care the puppy has received and initial your understanding of when the next set of immunizations are due.

AT THE GERMAN SHEPHERD PUPPY PALACE, WE WILL TAKE BACK ANY PUPPY/DOG AT ANY TIME. WE HAVE AN OPEN, COME HOME POLICY (IF FOR ANY REASON BUYER CANNOT CARE FOR OR HOUSE THE DOG).

Breeding Stipulations: (WE DO NOT SELL ANY BREEDING FEMALES UNLESS YOU ARE A CREDIBLE BREEDER WITH 3 OR MORE YEARS OF BREEDING EXPERIENCE. MALES CAN BE SOLD WITH FULL REGISTRATION FOR AN ADDITIONAL FEE)

This stipulation only applies if the puppy is purchased with full breeding rights.

This puppy, herein referred to as Sire, is being sold with the following stipulations:

_____ (hereafter "Sire Owner") hereby agree to the following terms concerning the breeding of the sire listed below:

- 1. All breeding males are sold with limited registration until the following has been done. You must notify the TGSPP of your desire to breed purchased puppy prior to any form of payment and release of puppy from the property. If no notification is made prior to pick-up, no breeding rights will ever be released and buyer agrees that the purchased puppy will be a limited AKA registration for the lifetime of the puppy. Initials
a. Prior to releasing breeding rights, buyer will provide results of a DNA Health Test (i.e., UC Davis DNA, Embark DNA, Wisdom health panel) on prospective Sire,

- OFA documentation on both, the dog's hips and elbows, after the age of 24 months per OFA guidelines. Proof of registration on pedigreedatabase.com.
- b. Owner will be required to purchase a copy of "The Ultimate Badass Breeder Guide," by Jeanette Forrey and join the Group Badass Breeder on Facebook and Facebook group called "The Ultimate Breeding & Whelping Group to gain appropriate knowledge of breeding principles necessary for breeding of this Sire UNLESS the buyer is an already established reputable breeder. Buyer agrees to provide proof of purchase of manual and group membership prior to final sale of the puppy. (These guidelines are to assist new owners on how to breed responsibly). Receipt of purchase is required or breeding rights will be not be granted. Breeding rights will only be granted at the age of two; please contact seller for full breeding rights code only after all of the above has been accomplished.
 - c. Testicle Guarantee: If the male pup does not have both testicles down by the age of 8 months, the buyer can choose from the following options. (No pup sold on limited registration will apply to this guarantee unless it is agreed upon to give full registration upon the fulfillment of breeding contract.)
 - i. Return the pup and receive a replacement puppy from the next available litter, not necessarily from the same breeding dam/sire. Keep the puppy and receive a replacement puppy of similar value for 2/3 the cost from the next available litter, once proof of neuter has been given for the current puppy. Keep the puppy, receive no replacement puppy, and receive 1/3 of the price of the original pup back.
2. Buyer agrees to acquire at least one title for purchased male, the minimum being novice obedience or higher.
 3. Buyer agrees to have the male temperament tested prior to release of limited registration.
 4. Before release of full breeding rights, buyer will register ALL information with AKC.

Confirmation statement: All puppies sold by The German Shepherd Puppy Palace are sold as limited registration until the following is completed. **Please initial here _____**

Buyer will:

- a. Agree and provide to Seller a health test, using an approved DNA test such as, preferred method, UC Davis DNA complete health panel to include DM or you may use Embark Breed + Health Kit or Wisdom Panel Premium, before breeding the Seller's puppy to check for genetic conditions.
Please Initial here _____
- b. Provide OFA documentation on purchased puppy and the intended sire/dam to be bred with buyer's dog; this includes both dog's hips and elbows after the age of 24 months per OFA guidelines. **Please Initial here _____**
- c. Register all information to AKC and Pedigree database.
Please Initial here _____

Customer has read this
Page and agrees to the conditions
Initials

5. Seller maintains no liability for any puppies produced by Sire/Dam. Breeding will be at the Buyer's discretion and is liable alone for any health problems as a result of such breeding. Please initial here _____
6. Buyer agrees not to hold Seller responsible for any and all problems as a result of Seller breeding the purchased puppy. Please initial here _____

By signing this contract, I agree to all of the previous terms of the contract and warranty. Additionally, the breeding of purchased puppy, this breeding contract also applies to the "Waiver and Release of Liability". Seller releases all rights to judicial powers against seller for all issues related to the sale of purchased puppy.

Buyer's first and last name: _____

Buyer's Address

Buyer's Phone Number and Email:

Buyer Signature: _____ **Date:** _____

Seller/Breeder Signature: _____ **Date:** _____

Seller/Buyer Notes:

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of purchasing above mentioned German Shepherd Puppy, I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me," which terms shall also include Releasor's family members, associates, partners et al, knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY, and hereby waive any all rights, claims or causes of action of any kind arising out of my purchase of above mentioned German Shepherd Puppy, from The German Shepherd Puppy Palace, and all entities associated with it to include owner, employees, representatives et al.

I HEREBY release and forever discharge Kimberly Brooks, located at _____

_____,
The German Shepherd Puppy Palace, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any and all damages as a result of my purchase of the above mentioned German Shepherd Puppy.

I AM VOLUNTARILY PURCHASING THE ABOVE MENTIONED PUPPY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PURCHING ABOVE MENTIONED GERMAN SHEPHERD PUPPY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO HEALTH, GENETICS, ILLNESS, DAMAGE TO PROPERTY, PHYSICAL AND PSYCHOLOGICAL INJURY, PAIN AND SUFFERING, ILLNESS THE ABOVE MENTIONED PUPPY MAY CONTRACT ONCE IT LEAVES THE RELEASEES PROPERTY, DISFIGUREMENT ONCE IT LEAVES THE RELEASEES PROPERTY, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE AND CONDITIONS RELATED TO TRAVEL FROM RELEASEES PROPERTY. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PURCHASE OF ABOVE MENTIONED GERMAN SHEPHERD PUPPY.

I FURTHER AGREE to indemnify, defend and hold harmless Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me on my behalf, including attorney's fees and any related costs.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AGAINST THE GERMAN SHEPHERD PUPPY PALACE, KIMBERLY BROOKS, THEIR AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNSN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARY GIVE UP AND WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST RELESEES DUE TO THE PURCHASE OF ABOVE MENTIONED GERMAN SHEPHERS PUPPY.

Customer has read this
Page and agrees to the conditions
Initials

To the extent that the statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Releasees, its agents, and employees.

I agree that this Release shall be governed for all purposes by Texas law, without regard to any conflict of law principles. This release superseded any and all previous oral or written promises or other agreements.

In the event that any damages occur as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT UNLESS OTHERWISE STATED BY RELEASEES AT WHICH TIME RELEASEES WILL PROVIDE RELIEF IF NECESSARY.

RELEASOR PRINTED NAME

RELEASOR SIGNATURE

DATE: _____

THE GERMAN SHEPHERD PUPPY PALACE

RELEASEES SIGNATURE

DATE: _____