

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.

Buyer has paid a Non-Refundable Deposit of \$250.00USD, with payment balance of \$1,750.00USD due prior to release of the puppy to Buyer. 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, money order 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).

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the puppy if:

- (a) Buyer chooses not to wait for a puppy/litter to become available
- (b) Buyer fails to complete the purchase for any reason
- (c) Buyer fails to pay the balance of the purchase price within 2 days of the Puppy turning 8 weeks old.

Buyer acknowledges and agrees that Buyer does have the right to transfer their deposit, without penalty, to another litter or planned breeding by von der Bauernhof, to training services offered by von der Bauernhof or to fees for stud services offered by von der Bauernhof.

In any case, if Buyer cannot complete the transaction by the time the Puppy is 8 weeks old, Buyer defaults and understands that the Puppy will be offered to the next available person on our reservation list. 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 understand that no refunds of deposits will be made for any reason.

_____ (Buyers initials)

Seller represents and warrants to the Buyer that the Seller is the legal owner of the Puppy and that Seller has full right and authority to sell the puppy.

SELLER: _____ **BUYER:** _____
Date: _____ **Date:** _____

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 and to use preventative medication for heartworm disease.

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 to provide Seller with photographs suitable for advertising and photocopies of all awards and evaluations. Buyer agrees that Seller may use the photographs and any particulars of qualifying awards in any future advertising.

Buyer agrees that Seller will REPOSSESS the Puppy UPON EVIDENCE OF NEGLIGENCE AND/OR ABUSE at no expense to the Seller.

Buyer is aware that owning a puppy means trips to the veterinarian and understand 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.

SELLER: _____

BUYER: _____

Date: _____

Date: _____

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 registration papers, medical records and proof of titles. Refunds or compensation will be at the sole discretion of the Seller. Buyer is not guaranteed any monies for returning a puppy to the Seller.

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 Buyers estate/executors may sell this animal or transfer ownership of this animal without the Sellers knowledge and written consent. The Buyer agrees to notify and update the Seller of any changes of address during the dogs' 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 \$1,000.00USD and repossess the Puppy. After such, the contract shall become null and void.

If the puppy should be returned to the Seller within 3 days of purchase, then 100% of the price paid for the returned puppy will be returned to the Buyer, less the non-refundable deposit fee.

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

SELLER: _____ **BUYER:** _____
Date: _____ **Date:** _____

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. Buyer MUST

have the Puppy seen by a licensed vet within 2 business days of pick up date and send the Breeder a copy of the visit no later than 4 days after pick up. Failure to have the puppy examined within 2 days of pickup, 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. If a veterinarian certifies in writing that the Puppy is unhealthy, the Buyer may return the Puppy within the 48 hour period for a full refund of the purchase price, less the non-refundable deposit fee.

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.

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

SELLER: _____
Date: _____

BUYER: _____
Date: _____

Part 5: Limited Registration and Breeding Rights.

Puppy is being sold as (check one): Pet with Limited Registration _____ or Prospect puppy with Limited Registration _____. Puppies being sold as Pet with Limited Registration are exempt from Part 5 of the agreement as the Buyer agrees to alter their puppy at the age recommended by their veterinarian or the recommendation of the breeder, and to never use the Puppy for breeding at any time. Prospect Puppies with Limited Registration are bound to the following agreements. Should the Buyer breach this section of the agreement in either case, they agree to pay a contract breach penalty in the amount of \$1,000.00USD per puppy, per occurrence.

Buyer agrees to wait until the Puppy has reached the age of 2 years of age before breeding the Puppy. The Puppy must meet the following requirements before being bred.

- 1** ADULT hip evaluation: OFA certificate with Excellent, Good or Fair evaluation OR SV a-stamp evaluation of A1, A2 or A3.
- 2** ADULT elbow evaluations: OFA certificate with Normal OR SV A1 – normal.
- 3** Evidence of a healthy animal with proper conformation and temperament. This means full dentition, ears standing, solid temperament, appropriate structure ad good overall health.
- 4** Completion of; IPO title, Personal protection title, AKC obedience title, or upon separate written agreement. Release of AKC Limited Registration is at the sole discretion of the Seller based on the completion of suitable titles.

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

SELLER: _____

BUYER: _____

Date: _____

Date: _____

Part 6: Hip and Elbow Guarantee

The Puppy/dog will be free of documented hip dysplasia for the first 26 months of life. In order for the warranty to be valid, the hips must be x-rayed by the age of 26 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 von der Bauhof via mail or email. If the dog is not rated Excellent, Good or Fair, and is evaluated instead 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 26 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.

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

SELLER: _____

BUYER: _____

Date: _____

Date: _____

Part 7: Replacement/Refund and Health Guarantee.

NO CASH REFUNDS will be given under any circumstances other than those already stated in this agreement. ALL CONTROVERSIES AND/OR DISPUTES ARISING UNDER THIS CONTRACT AGREEMENT ARE SUBJECT SOLELY AND EXCLUSIVELY TO THE LAWS OF THE STATE OF MISSOURI, WITHIN THE STATE OF MISSOURI, AND WITHIN THE COUNTY OF: JACKSON

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. Refunds or replacements in the case of a congenital and genetic issue beyond the 1 year health guarantee and the 26 month hip/elbow guarantee is at the sole discretion of the Seller.

I confirm that I, or a veterinarian of my choosing, have been given the opportunity to examine the puppy and all of its characteristics (gender, color, teeth, size, temperament, etc.) before purchase.

I confirm that I 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: _____

Date: _____

Part 8: Miscellaneous Provisions.

Buyer acknowledges no implied or express warranties are given to it except as specifically set forth herein and further waives any right to recover special, consequential, incidental, punitive, or exemplary damages or losses of any kind whatsoever arising out of this Agreement or the performances provided herein. Seller further cannot be held responsible or liable for any acts of gods or the public enemy which are beyond its control and without fault or negligence unless expressly warranted above.

This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties had executed a single copy of this Agreement.

This Agreement, including the Appendices attached hereto and hereby made part hereof, contains the final and entire Agreement between the parties with respect to the Project, and is intended to be an integration of all prior negotiations and understandings. Contractor, Owner, and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. 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, and/or a veterinarian of my choosing, have been given the opportunity to examine the puppy and all of its characteristics (gender, color, teeth, size, temperament, etc.) before purchase. I further confirm that I 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: _____ Date: _____