

Whereas vom Kugelblitz Kennels, hereafter called "Seller" is the breeder of a German Shepherd Puppy, further described as:

**1. Description of Dog**

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

AKC Litter No. \_\_\_\_\_ Whelped: \_\_\_\_\_

Name & AKC Name of Sire: \_\_\_\_\_

Name & AKC Name of Dam: \_\_\_\_\_

Microchip number: \_\_\_\_\_

As whereas,

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Hereinafter called "buyer," is desirous of purchasing the animal described above; now therefore in consideration of the following:

Stated purpose and function of the dog:

\_\_\_\_ Pet or working dog with no breeding rights, limited registration. The registration may be upgraded to full registration if the owner acquires a working title, OFA or PennHip certified the hips, OFA certifies both elbows, and obtains the written agreement from vom Kugelblitz Kennels.

\_\_\_\_ Limited registration, with the offspring of this dog being un-registerable. It will be spayed or neutered. This dog is NOT guaranteed to be a breeding dog.

\_\_\_\_ Full registration, guaranteed breeding dog. The buyer is a member of a working dog club and avows he or she will title or certify the dog as a working dog as well as obtain hip and elbow certification to prove it worthy of breeding.

Buyer's signature: \_\_\_\_\_

Purchase Price: \$\_\_\_\_\_.

This dog is a purebred German Shepherd, registered with the American Kennel Club and an individual application shall be available at no additional charge to the Buyer. The litter application will be mailed separately.

Upon execution of this contract, the Seller does hereby convey title and interest in the described German Shepherd dog to the Buyer (except for the terms listed herein).

The Seller warrants this animal to be in good health and free from parasites as of the time of sale. Said animal may be returned to Seller for any reason within the 72 hours following purchase. Provided that the animal has not been damaged in any way, the buyer will then be entitled to a refund of the original purchase price.

## **2. Limitations of Contract**

This contract applies to the original puppy and original buyer only and is nontransferable to a second party. No replacement puppy will be given if Puppy has been bred, neutered or spayed outside of the limitations of this contract. Buyer is responsible for transportation costs to and from vom Kugelblitz kennels on original and replacement puppy.

This puppy, upon purchase, shall be placed on limited registration. Offspring of this puppy are not eligible for registration with the American Kennel Club until Buyer fulfills the following obligations:

A) At no less than 6 months of age, the puppy must be PennHip x-rayed to confirm that his hips score are at least in the top 50% of his breed OR at no less than 2 years of age the puppy can be OFA x-rayed and must certify FAIR, GOOD, or EXCELLENT.

B) Elbows must also be x-rayed and certified to be free of elbow dysplasia.

C) This dog will be titled or certified as a working dog to prove it worthy of breeding unless a written waiver of this requirement is acquired from vom Kugelblitz.

D) Seller must be contacted and presented with certification, as well as an opportunity to view the dog or a quality picture of dog. Seller must approve the quality of the dog for breeding purposes.

Note: Quality of the dog is not only confirmation and appearance, but includes temperament as well.

## **3. Seller's Representations**

A) As of the date of this agreement, puppy is in good health and free of communicable diseases.

B) The Buyer has 72 hours in which to have Puppy examined by a licensed veterinarian of Buyer's choice to personally inspect said Puppy. Buyer may return Puppy to Seller for a full refund for any reason within this 72-hour period, providing that the animal has not been damaged in any way. The Buyer will then be entitled to a refund of the original purchase price.

C) Hip Dysplasia is a congenial malformation of the ball and socket joint of the hip. A dog may or may not become lame because of the disease, depending upon its severity. Although there is no guarantee that a puppy will not get hip dysplasia, we are making every effort to avoid such an occurrence by using stock that has been x-rayed and rated. In the event that one of our puppies does become dysplastic, we will replace the puppy with another of the same quality if the puppy is found to have hip dysplasia in which the disease is properly diagnosed. The x-ray and OFA letter of diagnosis must be returned to the

breeder. This guarantee excludes arthritis caused by accidents, falls, blows, environmental problems such as obesity, and failure to follow recommended diet.

IF A PUPPY IS SPAYED OR NEUTERED BEFORE 10 MONTHS OF AGE WITHOUT THE EXPRESS WRITTEN CONSENT OF vom Kugelblitz, THE GUARANTEES ON BOTH HIPS AND ELBOWS ARE NULL AND VOID

If the Buyer chooses to keep the puppy, a certification of sterilization must be given before any replacement will be made by the Seller. This guarantee on replacement, is good from the time the puppy turns 6 months old until the last day of the month your dog becomes 36 months old.

In the event that a female conceives a litter or a male sires a litter, this guarantee becomes null and void. Vom Kugelblitz will not be responsible for any veterinary or other expense incurred nor will vom Kugelblitz pay for any transportation charges for the replacement puppy.

#### **4. Buyer's Representations**

· Puppy, identified in Section 1, is being sold for the sum of \$\_\_\_\_\_, to be paid in full on/by \_\_\_\_\_.

#### **5. Stipulations**

A) The Buyer swears that he is not purchasing the animal for resale and swears that he is not acting as an agent in the purchase of this animal and that it will remain solely in his custody. Buyer further swears that he is not associated with a pet shop or animal broker, and that this animal will not be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation. Specifically, puppy will be used for personal protection, but not as a guard or attack dog for commercial premises, or to hunt or fight other animals.

B) The Buyer agrees that Puppy will not be bred until after the age of two (2) years and shall only be bred after receiving OFA certification of both hips and elbows. Puppy shall be bred only to OFA or PennHip certified mates. Buyer will forward a copy of OFA Certification or PennHip Certification to Seller upon receipt.

C) Buyer agrees to NOT start Schutzhund Bite Training or other strenuous physical training (roadwork/jumping) of Puppy until it has reached a minimum of 14 months of age. This is to prevent this training from damaging Puppy during formative stages. THIS INCLUDES FRISBEE CATCHING AND OTHER IMPACT SPORTS.

D) Buyer agrees that Puppy is NOT to be left solely in a backyard or kennel and will be allowed to spend substantial quality time in the home with family members. Puppy is sold with the understanding that it was to go to carefully selected parties and the Buyer AVOWS that Puppy shall become a member of the family. (This is to assure proper development and maintenance of the temperament for which the animal was bred.)

E) The Buyer may choose Puppy's name, but AKC registered name has been chosen and is on paperwork. His call name can be anything you wish.

F) The Buyer agrees that the sale of puppies produced by this dog will not be made to any owner, employee, agent or individual connected with a pet shop, or wholesaler of dogs.

("Wholesaler" as defined by any individual that buys puppies in litter lots for their own resale, trades puppies for articles, sells puppies by the litter, etc.) In the event that the Buyer does sell any puppy to the above mentioned organizations or individuals, the Buyer agrees to pay the Seller for damage to its Kennel's name in the amount of \$7,500.00.

G) The Buyer agrees to care for this dog as would a humane and conscientious dog owner, and agrees to provide:

- \*Adequate fencing, adjacent to and accessible from the Buyer's home, and to confine the dog when outdoors and refrain from restraining it on a chain or rope.

- \*Adequate veterinary care, including but not limited to annual checkups; to keep all immunizations current, specifically rabies, distemper, parvovirus, and other communicable diseases, according to the Veterinary Medical Association guidelines. Additionally, animal will be kept free of fleas and parasites.

- \*Adequate house for this dog within the Buyers home and yard.

- \*Adequate exercise by providing the dog with supervised walking or running on a regular basis.

- \*Safe vehicle transport. The buyer must not at any time transport the animal in the open cargo area of a vehicle, i.e. pickup truck bed.

- \*Feed the dog a good quality pet food.

H) The Buyer agrees to pay the remaining balance on the puppy at the time of, or prior to, the puppy pick up date OR prior to shipment. In no case shall a dog be released by the Breeder without payment in full unless authorized IN WRITING and signed by vom Kugelblitz.

I) Deposits are accepted on unborn and very young puppies. The Breeder will hold any puppy until eight weeks of age, at which time payment is due in full. If the Buyer is not able to pick up the puppy on the stated Release Date, we will be glad to continue caring for the Puppy until 9 weeks of age at no additional charge providing we have already received your payment and signed contract. If no payment is received, then the deposit will be considered forfeit and the puppy will be made available to another home.

- \*From 9-10 weeks of age (an additional week) we will continue puppy care and start crate training for an additional \$75. The Buyer will be responsible for this charge.

- \*From 10-12 weeks of age the puppy will have to enter the puppy socialization program which will be an additional \$100 per week. The Buyer will be responsible for this charge.

- \*After 12 weeks of age, the charge will become \$225 per week and will include more formal puppy training (including but not limited to Sit, Down, come, and leash training). The Buyer will be responsible for this charge.

Additional training cost will be subtracted from the balance paid on the puppy (unless training costs have been paid in advance), until the time at which there is no more balance remaining. If the Buyer has not picked up the puppy at this time, the puppy will be considered abandoned and will be made available to another home. Buyer will be responsible for any outstanding balance prior to being released by vom Kugelblitz.

If a puppy being held becomes sick or dies and or the puppy does not qualify for the Buyers home, the breeder (Seller) will return Buyer's deposit or move Buyer's deposit to another litter. Seller may choose either, return of deposit or move deposit to another litter. If you are unable to pick up your puppy or simply change your mind about owning a German Shepherd, the DEPOSIT and ALL CARING/TRAINING

MONIES are NON-REFUNDABLE. However, Buyer may place their deposit onto a different litter, if preferred, at any time. If the deposit is rolled after the Release Date, any charges accrued from care or training or the original reserved puppy will be subtracted from the deposit / balance.

All expenses regarding the animal, including proper care, veterinary fees, housing, or legal liabilities are the responsibility of the Buyer at whose home the animal will reside.

Seller strongly recommends Buyer attend obedience classes with Puppy & provide proper socialization opportunities for Puppy.

Seller shall not be held responsible for acts of Puppy. Seller shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases or disorders.

The Buyer agrees to inform Seller of any titles or awards obtained by the animal for our records. The Buyer will inform Seller of any change of address or phone number so that we may keep track of all animals bred by Seller.

Additionally, Buyer agrees to keep in contact with the Seller and inform the Seller of any health or behavior concerns that arise during ownership of this animal. The Buyer agrees to use all reasonable measures to resolve the issue and keep the Seller updated with the development of the problem or success. The Seller agrees to be of any assistance possible to the Buyer.

The Buyer agrees that ownership or possession of this dog will not be transferred without the express written consent of the Seller. The Seller will accept the return of this dog at any time the Buyer declines to keep said dog. However, the Seller is not obligated to refund any or all of the purchase price. The Buyer will not abandon this animal to a shelter or give the animal away. If the animal is found to have been sold or given away without the Seller's consent, the Seller will take legal action and the original Buyer of the animal will be responsible for all legal expenses incurred.

Violations of the terms of this contract renders all guarantees stipulated in this contract to be null and void and may result in the Buyer being required to return the dog to the Seller within five days of receipt of notice from the Seller. The Buyer will be responsible for the cost of the dog's transport back to the Seller. If the Buyer violates this agreement, he will be responsible for any / all legal costs the Seller acquires enforcing this contract.

The Buyer agrees that he or she understands this contract fully, and that the contract is under the jurisdiction of the State of New York. It is agreed that the place of venue shall be Sullivan County, New York.

This contract constitutes the full agreement of both parties. Wherefore, the above named Seller and Buyer have executed the foregoing contract of sale at \_\_\_\_\_(am/pm) on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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