

GROTHAUS K9 WORKING GERMAN SHEPHERDS

Grothaus Sales & Purchase Contract, Warrantee and Terms of Sale

Grothaus K9 Working German Shepherds | GrothausK9.com | 541-604-4274 | GrothausK9@gmail.com

This agreement is made this _____ day of _____, in the year of _____, between Serenia Groth of Kennel Grothaus K9, (Seller) and the Buyer of the puppy or dog, by name of _____

Buyer(s) _____ Buyers Address _____
City _____ State _____ Zip _____ Country _____
Phone #1 _____ Phone #2 _____ e-mail _____

****This agreement applies only to dogs/puppies of Vom Grothaus breeding.****

WHEREAS, Buyer and Seller agree that this agreement pertains to the transfer between Seller and Buyer of a German Shepherd Dog (GSD)

WHEREAS, it is the Seller's intention to foster the breeding and development of the GSD by selecting GSDs on the basis of their working ability, correct structure, good health and excellent temperament;

WHEREAS, it is the Buyer's intention to foster the development of the GSD by providing not only proper socialization, training, nutrition and veterinary care, but also a structured program of work in which the GSD can have meaning and purpose in its life, and;

WHEREAS, Buyer and Seller agree that the good temperament and health of each GSD is the combined product of Seller's breeding and Buyer's socialization, training and nutrition; Buyer and Seller agree to transfer the following German Shepherd Dog (GSD) upon the terms and conditions set forth below:

Section 1. Description of Animal Pick # _____ Collar Color _____

Breed of dog: German Shepherd Color _____ Male Female

Litter due date: _____ / _____ / 2017 Date of Birth: _____ / _____ / 2017 Litter Reg.# _____

This litter letter is " _____ A _____ " litter Registered Name " _____ A _____ " Vom Grothaus

Sire: Ironin Von Grunheide Regist. # _____
Dam: Queen Amy Von SchloB Winnental Regist. # _____
Identification # of puppy if done: Tattoo # _____ Microchip # _____

Section 2 . Terms of Sale

This puppy is purchased with LIMITED or FULL Registration with Upgrade Requirements – If Limited, Full Registration will be in effect when proof of OFA certification of hips (fair or better) and elbows (normal) are received as well as proof of one title in the buyer's choice of sport.

***Documentation of Pup Registration Application or Registration Certificate will be supplied once paid in full.

For and in consideration of payment for the animal described above, the following terms of sale apply:

Full price of dog/puppy is \$1800.00 (US dollars). A non-refundable deposit is received to secure puppy, is received in the amount of \$300.00 paid by: PayPal Cash Postal money order Bank Cashier Check Pers. check # _____

Balance due of \$ _____ .00 for pup/ dog must be paid prior to release of / shipment of dog to buyer.

Payments received: \$ _____ .00 Received: _____ / _____ / _____ \$ _____ .00 Received: _____ / _____ / _____

Dog is sold Under: Co-Ownership status or Full Ownership status Buyer will Pick up puppy
 Puppy Regist. Application or AKC Regist. Certificate provided with pup or to Client by mail _____ / _____ / _____
Buyer Received: Feeding Instructions Do's and Don'ts Pedigree (also available on website)
 Vaccination / Worming Record Puppy Health Exam Doc Contract Updated 07 /01 /2017

Buyer _____ Seller _____

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Section 3. Health and Hip Warranties

** Grothaus Puppy Warrantee applies to the original buyer only and is NON-Transferable

2. SELLER'S OBLIGATIONS: _____ (Buyers initials of reading and understanding section)

- 1) Seller will transfer the Dog to Buyer, but will retain these rights:
 - a) The right to access the Dog's veterinary records.
 - b) The right of first refusal. If Buyer should decide for any reason to transfer, sell or convey in any fashion, ownership or control of the GSD, Buyer agrees to notify Seller and offer Seller the right of first refusal.
 - c) The right to publish the Dog's likeness and name in promotional materials.
 - d) Seller will fully disclose any known health problems or conformation faults in the dog.
 - e) Seller will provide reasonable telephonic and email support to assist Buyer in resolving any temperament, training or health issues.
 - f) Seller will provide AKC limited registration papers or AKC Limited registration application for the puppy within a reasonable time after purchase.

3. BUYER'S OBLIGATIONS: _____ (Buyers initials of reading and understanding section)

- 1) Buyer will place a non-refundable deposit of \$ _____.
- 2) Buyer will pay the total purchase price of \$ _____.
- 3) Buyer will provide contact information of the veterinarian who will be responsible for the dog's health.
- 4) Buyer grants to Seller the right of access to veterinary records.
- 5) Buyer will not breed the dog, without meeting the requirements for full AKC registration as outlined in this contract, and receipt of signed document from seller allowing full AKC registration. **A FEE of \$5000.00 will be collected if the dog is used for breeding without seller's knowledge and consent.**
- 6) First Right of Refusal - Buyer will not offer the dog for sale or other transfer of ownership or control without first offering sale or other transfer of ownership or control to Seller. **A fee of \$2000 will be collected if the dog is sold or rehomed without the seller's knowledge and consent.**
- 7) Buyer will provide quality nutrition, proper veterinary care, early socialization, obedience training, appropriate exercise and an indoor home.
- 8) Buyer will not allow the Dog to become obese. All hip and health guarantees are nullified if the dog is allowed to become obese.
- 9) Buyer agrees to provide seller with license to use Dog's name and likeness in promotional materials.
- 10) Buyer will maintain an appropriate homeowners insurance policy or renter's insurance policy that will indemnify Buyer from any damages arising from his ownership of Dog.
- 11) Buyer will indemnify and hold Seller harmless from any damages or liability arising from his ownership of Dog.
- 12) Buyer understands the puppy will be registered with AKC Limited registration. Buyer understands the purpose of Limited registration, and agrees the dog will not be bred before the requirements are met for the Seller to agree to change the registration to Full, allowing breeding.
- 13) Buyer understands if the puppy is sold on a FULL registration, meaning that said dog's offspring can be registered through the American Kennel Club. Buyer agrees that before said dog is bred it will have achieved an IPO1, Service Dog certifications, Police K9, or equivalent title or certifications. Said dog must also have hip and elbow joints certified as free of dysplasia by an accredited organization. Said dog shall also have no conformation or temperament faults. Said dog shall only be bred to an AKC pure bred German Shepherd of equal or better quality and both dogs must display an exemplary stable temperament. Buyer further agrees to never sell any offspring of said dog to a pet store or broker and will ensure that each puppy finds quality homes. **A FEE of \$5000.00 will be collected if the dog is used for breeding without certified hip & elbow ratings (OFA or SV), if bred to any dog other than an AKC german shepherd, or without mentioned titles or certifications.**
- 14) *The requirements for changing the registration to Full are as follows: a) Schh1 title or equivalent, including advanced Agility, Obedience, Herding titles, or legitimate Police or SAR certifications. b) Adult passing OFA or a-stamp hip and elbow ratings. c) No faults to the standard in structure or temperament.*

4. SELLER'S WARRANTIES: _____ (Buyers initials of reading and understanding section)

- 1) Breeder guarantees that the above-described dog is a purebred German Shepherd of 100% European heritage and can be registered with the AKC (American Kennel Club). Breeder agrees to provide a true copy of this dogs three-generation pedigree. Breeder guarantees that this puppy is the progeny of a sire and dam who's hip and elbow joints have been radiographed and certified by the OFA (Orthopedic Foundation for Animals), PENN Hip, or received a passing European hip and elbow grade.
- 2) Dog is warrantied to be free of ANY LIFE threatening genetic defects that would require the animal to be euthanized. Said dogs hip conformation shall not be evaluated as worse than mild dysplasia by the OFA or a PENN Hip index of .6 or higher. Elbows shall be rated at Normal. And both testicles shall be present. For breeding animals hips and elbow should be radiographed at two years of age. If the purchased animal is found to not fall into the above rating a replacement shall be offered.

Buyer _____ Seller _____

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- 3) Warrantee is limited to a replacement puppy up to three years from the date from when the contract is signed. The Purchaser may choose to keep the originally purchased puppy in addition to a replacement puppy. Or the Purchaser can choose to return the original puppy to Breeder. If Purchaser agrees to keep original dog, said dog must be spayed or neutered and the AKC registration is to be turned over to the Breeder with a copy of the spay or neuter documentation.
- 4) Purchaser will be supplied a replacement puppy from Breeders next available litter, or when Purchaser desires a replacement puppy. No monetary reimbursement shall be given unless agreed upon by both Breeder and Purchaser. No veterinary expenses shall be reimbursed.
- 5) As of the date of this agreement, the dog is in good health and free of communicable diseases.
- 6) The Dog will be suitable to obtain OFA hip and elbow certification at 2 years old.
- 7) The Dog's ears will stand without tape or support.
- 8) The Dog's testicles will both drop.
- 9) The Dog's teeth and jaw will be free from defects.
- 10) The Dog will be checked by a veterinarian within 3 days of purchase and will be found in good health and free of communicable diseases. If the veterinarian finds any health issue that is not easily resolved, the puppy will be returned within 7 days of date of purchase, for full refund of purchase price OR replacement puppy.

5. BUYER'S REMEDIES: _____ (Buyers initials of reading and understanding section)

- 1) In the event of a breach of SELLER'S WARRANTIES, **Buyer's sole remedy shall be to return the Dog and obtain a suitable replacement from a future litter.** In the event that a suitable replacement is not available within a reasonable time frame, Buyer shall be entitled to a refund of 25% of the purchase price.
- 2) The exercise of Buyer's Remedies shall be at Buyers expense. For example, shipping costs are the responsibility of the Buyer, not the Seller.

6. LIMITATIONS ON BUYER'S REMEDIES: _____ (Buyers initials of reading and understanding section)

- 1) Buyer's Remedies shall be extinguished, in the event that Buyer has failed to fulfill its obligations under Section 3 of this agreement.

7. DISPUTES: _____ (Buyers initials of reading and understanding section)

- 1) This agreement is merged with all prior oral and/or written agreements and contains the entire agreement of the parties. This agreement cannot be modified except by a writing signed by both parties.
- 2) The words of this agreement shall not be construed against the drafter but given their natural and ordinary meaning the context of this agreement.
- 3) Should any dispute arise under this agreement, the dispute will be settled by mandatory arbitration in Crook County, Oregon and shall be governed by Oregon Law. The prevailing party shall be entitled to attorney fees and costs, including fees and costs associated with recording the arbitration award and enforcement of the award.

We the undersigned have read, understood and agree with the terms and conditions of this contract.

Buyer's Signature _____ Date _____

Grothaus Authorized Signature _____ Date _____

Buyer _____ Seller _____