

EXTREME GERMAN SHEPHERDS HEALTH GUARANTEE & SALES AGREEMENT

Natasha Chapman 9 Saotee Trc. Cherokee Village, AR 72529 870-847-5750 animalover3@msn.com

Name of Purchaser: _____

Address: _____

Phone #: _____ Email: _____

Puppy's call-name: _____ D.O.B. _____ Gender M or F

NOTE TO PURCHASE OF GOOD FAITH: All canines have the potential for genetic or congenital disease. Unfortunately, due to the nature of some diseases, they cannot always be eliminated. It is the job of the Breeder, through selective breeding, to try and minimize (not eliminate) these conditions -- in good faith. Please read, to your full understanding, the following sections of this Health Guarantee and Sales Agreement concerning any contagious or hereditary defects.

Extreme German Shepherds shall hereinafter be referred to as the "Breeder". The original purchasing party, and solely the original purchasing party shall hereinafter be referred to as the "Purchaser".

PURCHASER MUST INITIAL EACH SECTION

_____ A deposit is required to hold your puppy until it is ready to go to its new home. That deposit is NON-REFUNDABLE but can be applied to another puppy of the Purchaser's choosing, the Purchaser will have 1 year in which to utilize the deposit after which time the deposit is forfeited. There are no refunds of deposits unless the puppy is found to be unfit for sale. Full payment must be received and cleared before the puppy will be released for transport. If full payment is not received within 10 days after the puppy's 8 week birth-date the puppy will be re-listed and offered to other parties.

_____ Puppies are sold with a 10 day money back Health Guarantee against death caused by Parvo or Distemper, this Health Guarantee starts on the day of arrival to Purchaser. The Purchaser must have the puppy examined by a licensed veterinarian within 5 days of receipt of the puppy. A copy of the examination results must be sent to the Breeder by email or fax (417-257-0260) within 5 days of receipt of the puppy, failure to provide examination results will render this Health Guarantee null and void. Breeder will not accept any examination(s) performed or diagnosis' given by/from any Banfield Veterinary Clinic.

_____ This Health Guarantee does not cover any of the following treatable conditions: Intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms or Whipworms). This Health Guarantee does not cover Kennel Cough, Pneumonia, Ear or Skin Mites, Mange (Demodectic, Sarcoptic or Cheyletiella), Allergies (food or skin), Herniation (Inguinal, Perineal or Diaphragmatic), Luxated Patellas grade 1-2. This Health Guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. This health guarantee does not cover elective surgeries such as stomach tacking or Juvenile Pubic Symphysiodesis. Breeder does not Guarantee against non-life threatening illnesses common to puppies.

_____ **EXCLUSIVE 2 YEAR GUARANTEE** pertaining to hips and elbows **ONLY**. It is agreed between Purchaser and Breeder as follows: This German Shepherd puppy is being sold with the understanding that the Breeder will cover anything less than a FAIR rating on an official OFA hip rating and Grades 2-3 official OFA rating on elbows. For this guarantee to remain valid the following guidelines must be followed:

1. Preliminary OFA radiographs must be submitted no sooner than 12 months of age, OFA only.
2. Final OFA radiographs must be submitted after 24 months of age, OFA only.
3. If the puppy is bred before OFA results are returned , no guarantee will be honored.

The following options apply when the hips are less than a FAIR or the elbows are a Grade 2-3 rating.

1. Return the unaltered puppy and registration for a full refund.
2. Keep the puppy, return registration and receive a 50% refund (does not include shipping).
3. Return puppy and registration and exchange for another puppy of equal value.

In all instances a 2nd opinion will be REQUIRED by Breeder's veterinarian and radiographs will need to be forwarded to Breeder's veterinarian.

_____ The Purchaser is responsible for the daily health care and maintenance of the puppy, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. In order for the Health Guarantee to remain in effect Purchaser must keep receipts and records to verify that they have regularly taken the puppy to a licensed veterinarian for checkups and all required immunizations. If Purchaser does not follow through with immunization requirements and regularly scheduled veterinarian visits the Health Guarantee will be void.

_____ The puppy must be kept in good physical condition. If said puppy is found to have a life threatening genetic defect within the first year a statement from a licensed veterinarian of Purchaser's choosing confirming such an event and cause is required before any action will be taken by the Breeder. Breeder reserves the right to request a second opinion by a veterinarian of Breeder's choosing to determine the genetic defect. This Health Guarantee does not cover any veterinarian costs. The Purchaser is aware that owning a puppy means frequent visits to a veterinarian and understands that he/she will be responsible for all payments.

_____ In the unlikely event of the death of the puppy within one (1) year of date of delivery due to genetics, the Breeder shall replace the puppy with another puppy of equivalent value at no cost to the Purchaser within 120 days. All registration paperwork must be returned to the Breeder before replacement puppy is sent. If the Purchaser declines the replacement puppy, then the Breeder and Purchaser shall be under no further obligation and it will be deemed that the Purchaser has released the Breeder from any and all further claims.

_____ This Health Guarantee is forfeited by Purchaser if the puppy is fed a high protein - low carb diet which can cause liver enzyme increases and kidney problems. This Health Guarantee is also forfeited if the puppy is fed a raw or homemade diet, puppy must be fed an age appropriate premium brand puppy food for the first year, food must be designed for **LARGE BREED PUPPIES!**

_____ It is understood that the puppy being purchased will come with full AKC registration and no restrictions, there is no guarantee that the puppy will be suitable for breeding or showing as an adult, if your puppy is used for breeding, showing or solely as a pet/companion the same guarantee applies.

_____ No guarantee is made regarding the disposition, conformation, temperament, size, weight, color, markings or breeding ability of the puppy. No guarantee is made as to the speed with which the puppy will house train or train in any other capacity. No guarantee is made for any other traits that may develop as the puppy grows up. Health Guarantee is null and void if the puppy is used for breeding before this guarantee expires.

_____ The Breeder is always willing to accept a puppy back in any event (allergy, Landlord/Tenant issues, marital or adjustment problems, relocation, etc) but will not offer any monetary refund. If the Purchaser must return the puppy for any reason it will be on a surrender basis only with no refund, Breeder will help re-home the puppy if needed.

_____ The Breeder makes all transportation arrangements. Sometimes travel arrangements are delayed due to temperature restrictions, weather, logistics, mechanical failure or other unforeseen events. The Breeder shall not be liable directly or indirectly for any delays which may cause inconvenience or financial loss, nor shall the delay be cause for cancellation. The Breeder will collect all transportation fees from the Purchaser at the time of the purchase. Transportation costs are non-refundable and are valued at \$400.00.

_____ The value of the puppy for the purpose of this Health Guarantee and Sales Agreement is solely

the original purchase price of the puppy and does not include transportation costs, health certificate, medical bills or any additional costs declared by the Purchaser. Transportation costs can not be refunded.

_____ In the event of any litigation pertaining to the puppy covered by this Health Guarantee and Sales Agreement, both the Breeder and the Purchaser shall assume exclusive responsibility for their own attorney's fees and costs. This Health Guarantee and Sales Agreement is hereby entered into exclusively and wholly executed in the State of Arkansas and litigation arising from any possible breach of this Health Guarantee and Sales Agreement shall be exclusively adjudicated in the County of Fulton, in the State of Arkansas, exclusively under Arkansas law. All parties hereby submit themselves to the exclusive jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected.

This is the total agreement between Extreme German Shepherds and the Purchaser and no other terms or conditions shall be valid to this sale. The Purchaser acknowledges that he or she has read, understands and agrees to the terms of this Health Guarantee and Sales Agreement. This written agreement is a binding legal contract entered into in the State of Arkansas, County of Fulton, according to and by Extreme German Shepherds Health Guarantee and Sales Agreement.

I, _____, the Purchaser of said puppy, hereby acknowledge that I have received a copy of this document as well as described herein pertaining to my puppy's health inspection signed by a veterinarian. Further, I accept the terms and conditions of the Health Guarantee for hereditary disorders printed in this document, I waive and relinquish any other rights that I might otherwise have in the event of such occurrence.

This Health Guarantee and Sales Agreement must be/has been initialed, signed and returned prior to the puppy's departure. A copy signed by the Breeder will be returned to the Purchaser and will be included in the puppy packet.

Purchaser's Signature: _____ Date: _____

Breeder's Signature: _____ Date: _____