

EXTREME GERMAN SHEPHERDS HEALTH GUARANTEE & SALES AGREEMENT

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Name of Purchaser: _____

Address: _____

Phone #: _____ Email: _____

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

NOTE TO PURCHASE OF GOOD FAITH: All dogs 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". For the purpose of this agreement all animals will be referred to as "puppy" and/or "dog".

PURCHASER MUST INITIAL EACH SECTION

_____ A **\$1000.00 deposit** is required to hold your puppy until it is ready to go to its new home. That deposit is **NONREFUNDABLE** 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 is 8 weeks old.

_____ The puppy is sold with a Limited 10 Day money back Guarantee against death caused by Parvo or Distemper, this Limited 10 Day Guarantee starts on the day of arrival to the Purchaser.

_____ The Purchaser must have the puppy examined by a licensed veterinarian within 5 days of receipt of the animal. A copy of the examination results must be sent to the Breeder by email within 5 days of receipt of the animal, 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) or Luxated Patellas. 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.

_____ 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 Breeder guarantees the puppy against crippling hip dysplasia (HD) and crippling elbow dysplasia (ED) based on OFA or PennHip findings. OFA or PennHip radio-graphs must be done no sooner than 12 months and no later than 16 months of age **ONLY**. Any radio-graphs taken any sooner than 12 months of age will not be accepted as a diagnosis. **ONLY OFA or PennHip documentation** will be honored/accepted and copies must be sent to the breeder. Only HD and ED of a moderate or severe nature will be covered. Any diagnosis of mild, fair or better will be considered acceptable. If HD or ED is proven the Breeder will replace the dog with another dog of

equivalent value at no cost to the Purchaser within 120 days. All registration paperwork must be returned to the Breeder before a replacement animal is sent. If the Purchaser declines the replacement animal, 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.

_____ The Breeder guarantees the puppy to be free of genetically induced Degenerative Myelopathy (DM). All breeding stock has been tested and found **not to be at risk**, therefore offspring **will not be at risk**.

_____ In the unlikely event of the death of the puppy before it's 1st birthday to a congenital defect, the Purchaser will be responsible for having a full necropsy performed to determine cause of death. If a congenital defect is proven the Breeder will replace the animal with another dog of equivalent value at no cost to the Purchaser within 120 days. All registration paperwork must be returned to the Breeder before a replacement animal is sent. If the Purchaser declines the replacement animal, 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 if the puppy/dog is fed a raw or homemade diet during the 1st year of life, the 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 is intended as a pet/companion first and foremost regardless of AKC Status.

_____ 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 matures. Health Guarantee is null and void if the puppy is used for breeding before this guarantee expires (puppy's 1st birthday).

_____ The purchaser understands that German Shepherd ears occasionally need assistance in standing, this may require taping or forms. Breeder is able to provide guidance to accomplish this but ultimately it is the Purchaser's responsibility to be diligent.

_____ 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 purchaser 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.

_____ 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.

_____ The Breeder reserves the right to refuse, terminate or suspend this sale at any time if the Breeder deems the transaction is not in the best interest of the animal. In this case all monies will be refunded to the Purchaser in a timely fashion.

_____ 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/breeder.

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's information packet.

Purchaser's Signature: _____ Date: _____

Breeder's Signature: _____ Date: _____