



## Buyer/Seller Contract

SIRE: \_\_\_\_\_

DAM: \_\_\_\_\_

PUPPY DOB: \_\_\_\_\_ PUPPY TRANSFER DATE: \_\_\_\_\_

PUPPY GENDER: \_\_\_\_\_ PUPPY PICK #: \_\_\_\_\_

### **Deposit/Sale Agreement:**

A minimum non-refundable deposit of \$1000.00 is required per puppy/dog in order for it to be held for the Buyer. Deposits are transferable to another available puppy in the same litter or a puppy/dog from another litter, upon approval of the Seller. The remainder of the Buyer's payment for a puppy/dog is due in CASH when the Buyer picks up their puppy/dog. No exceptions.

The Seller has the right to refuse the sale of a puppy/dog to any customer, at any time, at the Seller's sole discretion. If the Seller refuses to sell the puppy/dog after a deposit has already been placed by the Buyer, the Seller will return the Buyer's deposit in full.

### **Health Guarantee/Sale Agreement:**

The Buyer agrees to maintain preventative care of the puppy/dog in regards to hip dysplasia and overall health, such as proper nutrition, proper exercise, and preventing stress injuries. If this puppy/dog develops crippling hip dysplasia at any time from purchase to twenty-six months of age (confirmed by X-rays from a competent licensed Veterinarian and the Veterinarian confirms that the puppy/dog has also been given proper care) the puppy/dog shall be returned to the Seller at the expense of the Buyer, unless the Buyer wants to retain the puppy/dog. Should the Buyer prefer to retain said puppy/dog, the Buyer thereby forfeits any replacement, unless other arrangements are mutually agreed upon. The Seller will replace the puppy/dog (due to crippling dysplasia) as soon as possible with a replacement of equal value to the puppy/dog at the time of original purchase and only after the Buyer supplies documentation that the puppy/dog

has been spayed or neutered. The Seller reserves the right to request that the X-rays be sent first for review to a board-certified Veterinary Radiologist or other Veterinarian of the Seller's choice.

The health and temperament of this puppy/dog is considered to be excellent to the best of the Seller's knowledge and belief at the time of sale/transfer. Seller agrees to provide the Buyer with copies of any Veterinarian medical records for the puppy/dog. The Buyer agrees to provide the puppy/dog with the proper training and environment necessary for the puppy/dog's proper temperament development. The Buyer agrees that the Seller shall not be held financially or legally responsible/liable for any damages, physical injuries or emotional problems caused by the Buyer's puppy/dog. The Buyer agrees that the Seller shall not be held responsible for a puppy/dog that is unruly, barks excessively, bites, digs or chews (which are all problems resulting from poor training, improper environment and lack of guidance/socialization). The required vaccinations and worming are as indicated on the health record received by the Buyer at the time he/she takes possession of the puppy/dog. The Buyer shall have the puppy/dog examined by a licensed Veterinarian of the Buyer's choice within 72 hours after receipt of the puppy/dog. If the Veterinarian finds the Buyer's puppy/dog to be in poor health within 72 hours after receipt and the Veterinarian provides documentation that the puppy has not received an injury or been neglected by the Buyer, the puppy/dog must be immediately returned to the Seller at the expense of the Buyer for a replacement of equal value, unless other arrangements are mutually agreed upon. Failure to see a Veterinarian within 72 hours after receipt of the puppy/dog will void all guarantees. The Buyer agrees that the Seller is not responsible for any injuries or neglect the puppy/dog incurs during the 72 hours after the purchase/transfer is made, or after. The Seller is not liable for any results from Genetic or DNA testing. All Veterinarian bills accumulated by the Buyer is the financial responsibility of the Buyer.

This Guarantee is not transferable. To make a claim against this Guarantee, the original Buyer who bought this puppy/dog must still own the puppy/dog.

The Buyer's puppy/dog will go to its new home up to date on all age-appropriate vaccinations, deworming's, AKC registration paperwork, copy of Buyer/Seller contract, health guarantee and a starter supply of Seller's puppy food. The Seller agrees to have the Buyer's puppy/dog on a nutritious diet and encourages the Buyer to continue with either the same diet or to slowly mix the brand that the Buyer prefers with the brand that the Seller is currently using to minimize digestive problems.

### **Purchase & Transfer/Sale Agreement:**

The Seller does not ship puppies. Seller believes that shipping can be very stressful on the puppy and prefers to personally hand the puppy over to the Buyer in excellent, unquestionable health. If the Buyer lives out of state or a long distance from the Seller, the Buyer is responsible for either driving or flying to a nearby location of the Seller. The Seller agrees to meet the Buyer within a 100 mile radius of the Seller's current location, at a location agreed upon by both the Seller and the Buyer. Other arrangements can be made by the Seller at the Seller's discretion.

For the puppy/dog's protection, it will not leave the Seller's possession prior to 8 weeks of age. This allows the puppy to reap the maximum benefit from its mother and ensures both the Buyer and Seller that the puppy is ready for its new home. If the Buyer is unable to pick-up or take delivery of said puppy/dog at the designated transfer date, the Seller will keep the puppy/dog for an additional fee of \$15.00 per day.

The puppy/dog purchase price of \$ \_\_\_\_\_, including deposit, is mutually acknowledged by both Buyer and Seller. All sales are final and the puppy/dog is being sold on an "As Is" basis, with the exception stated in the Health Guarantee above. Buyer represents that he/she is buying this puppy/dog primarily as a personal or family companion even though the dog may have show quality structure. Buyer understands that the dog is not guaranteed for show or breeding and Buyer has no obligation to Seller for showing or breeding this dog (nor for sharing stud fees or puppies resulting thereof).

All puppies/dogs are sold from the Seller to the Buyer under limited AKC registration (limited breeding rights), unless full AKC registration is approved and/or given by Seller, at Seller's discretion. Buyer agrees that this puppy/dog is not being sold for the purposes of breeding and agrees to not breed this dog, unless full AKC registration is approved and/or given by Seller. If this puppy/dog is bred without the Seller's permission/full AKC registration, all guarantees are null and void and a \$2000.00 penalty will be charged to the Buyer.

In the event the Buyer is unable to keep the puppy/dog and decides to give it away to a new home, the Buyer agrees to give the Seller first option to take the puppy/dog back, so the Seller can ensure that it is placed in a good home. Seller agrees that the Buyer has the right to sell the Buyer's puppy/dog to a good home if the Buyer so chooses.

### **Satisfaction Guarantee/Sale Agreement:**

At Heritage Hills Ranch, we strive to make all of our customers happy and satisfied with their buying experience and their new puppy/dog. If for any reason the Buyer is not 100% satisfied with their puppy/dog at the time of purchase or transfer, the Seller guarantees to try to resolve any issues within reason. Should a problem arise, the Buyer agrees to contact the Seller in writing (email preferred) and allow the Seller at least 30 days to resolve any and all matters before providing or posting any negative or slanderous information on the internet, news media, social media or on any public or private forum or entity. If such violation is committed by the Buyer or the Buyer encourages a third party to commit such acts, all guarantees are null and void and a \$2000.00 penalty will be charged to the Buyer. No further guarantee is made by the Seller or Buyer.

We request that the Buyer stay in touch, give updates on their dog and share pictures to the Seller, at the Buyer's discretion. We highly encourage and appreciate any positive feedback/reviews from our customers. Welcome to the Heritage Hills German Shepherd family!

I HAVE READ THE ABOVE CONDITIONS OF SALE. I UNDERSTAND AND I AGREE TO ALL CONDITIONS OF SALE AS INDICATED BY MY SIGNATURE BELOW.

BUYER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER NAME: \_\_\_\_\_

STATE: \_\_\_\_\_ DL/ID # \_\_\_\_\_ PHONE#: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SELLER NAME: \_\_\_\_\_

SELLER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_