

Pekelny' pes German Shepherds  
Limited Health Warranty

Puppy Information

Name/Collar Color: \_\_\_\_\_

DOB: \_\_\_\_\_

Coat Color: \_\_\_\_\_

Gender: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

This Agreement is made effective on the date of the last party to sign ("Effective Date") and is made by and between, Pekelny' Pes German Shepherds, hereafter referred to as Seller/Breeder, and the Buyer, \_\_\_\_\_ (Name), resident of \_\_\_\_\_ (Address), hereafter referred to as "Buyer". The purpose of this Agreement is the desirous of Buyer to purchase the puppy described above, therefore in consideration of the following clauses within this Agreement.

Purpose and Functions of Puppy

- Pet or working dog with no possibility of breeding rights, limited AKC registration. The puppy is to be spayed/neutered **no sooner than the age of 18 months**. Proof of spay/neuter must be forwarded to Breeder.
- Working/breeding dog prospect, limited AKC registration to be lifted to full AKC registration at Breeder expense once the puppy has received passing official health testing results (forwarded to Breeder) and a minimum of one working title/certification.

Buyer's Initials: \_\_\_\_\_

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

Seller Representations & Warranties

- The puppy mentioned above is a purebred German Shepherd Dog, registered with the American Kennel Club. A copy of the individual registration application that was completed in the presence of the Breeder and Buyer on the designated pick-up date or prior to shipping date shall be made available to the Buyer. The Buyer is responsible for the cost of registration with AKC at the time of completing registration.
- Upon execution of this Agreement, the Seller does hereby convey title and interest in the described German Shepherd (except for the terms listed herein).

- The Breeder warrants this puppy to be in good health and free from parasites to the best of Breeder's ability at the time of sale. Said puppy may be returned to Breeder for any reason within the 3 days following receipt of the puppy. Buyer will not be entitled to a full refund; however Breeder may choose to offer a refund after the appropriate fees are deducted from the purchase price. Such fees could be any veterinary care that may be needed, costs of re-advertising the puppy back for re-homing, training that is needed with an older puppy, cost of caring for the puppy, etc.

### Limitations of Agreement

- This Agreement applies to the puppy in question and the original Buyer only. This transaction is non-transferrable to a second party. No replacement puppy will be given if the puppy has been involved in a non-allowable transfer between the Buyer and a third party.
- Buyer is responsible for transportation costs from their choosing to and from Breeder's kennel for original and replacement puppies. Breeder may offer suggestions of reliable transportation services upon request.

### Genetic Health Warranty

- The dog is warranted to test free of hip and elbow dysplasia and any other life threatening or significantly life altering genetic health defects until the age of twenty-six (26) months.
- For the purpose of evaluation for hip and elbow dysplasia, the Buyer agrees to submit hip and elbow x-ray films showing proper positioning and meeting accepted standards to an internationally recognized certification organization such as OFA or the German SV once the dog is old enough to be eligible for certification (Note: different organizations have different minimum age requirements). This evaluation is done at the Buyer's expense. The opinion of a veterinarian and preliminary evaluations (such as is done by OFA for a dog under 2 years of age), are not acceptable as proof of a defect.
- Should the dog fail to certify and be evaluated as having crippling dysplasia in hips and/or elbows by an internationally recognized organization, a copy or high quality digital photograph of the original x-ray must be submitted to the Breeder and must include on the x-ray plate the date that the x-ray was taken. The Breeder must also be provided with a current, dated photograph of the dog, and a written statement from the veterinarian that performed the x-rays stating the weight and body condition score of the dog at the time the x-ray was taken and that, to the veterinarian's knowledge, any joint pathology present is not due to injury. No refund or replacement will be offered without an official evaluation and other supporting documentation.
- Proof in the form of a written diagnosis and any supporting evidence (i.e. laboratory tests, x-rays) from a licensed veterinarian must be provided to the Breeder prior to refund or replacement. Breeder also reserves the right to contact the Buyer's veterinarian that has

been treating the dog to inquire about past and present health conditions, injuries, and other relevant information.

- Any diagnosis made by the Purchaser's veterinarian shall be subject to confirmation by a veterinarian chosen by the Seller. Should the Seller's veterinarian not concur with the diagnosis, the matter shall be presented to a third veterinarian mutually agreed upon by the Seller and the Purchaser.
- Should the dog be proven to have crippling dysplasia or another genetic health defect covered under this Limited Warranty, the Purchaser shall have the choice of the following options:
  - Return the original dog to the Seller in exchange for a full refund of the purchase price (minus the reservation fee/deposit) OR a replacement dog of equal value from a future litter, not necessarily from the same breeding.
  - Keep the original dog and receive either a refund in the amount of one-half of the original purchase price (minus the reservation fee/deposit) OR receive a credit of one-half of the original purchase price towards the purchase of a replacement dog from a future litter.
- While the Purchaser's preference will be taken into consideration, in all cases the final choice between monetary refund or replacement puppy is solely that of the Seller.
- Should the Purchaser wish to keep the original dog, the Seller must be provided with proof that the original dog has been spayed/neutered prior to issuing a refund or replacement.
- Should the Purchaser wish to return the original dog, all registration paperwork showing proper transfer of ownership back to the Seller must accompany the returned dog.
- Seller shall not be held responsible for any non-genetically derived diseases or disorders, or for any health problems, regardless of nature, acquired by the dog through injury, nutrition, infectious or metabolic disorder, by disease or by mistreatment, neglect or abuse.
- Should the Dog be bred before two (2) years of age or without meeting breeding suitability requirements (title and health testing), the Limited Warranty is void.
- This is a Limited Liability Warranty. Purchaser understands that under no circumstances will the Seller be held responsible for monetary compensation exceeding the original purchase price of the dog.
- Refunds and replacement credits do not include applicable shipping costs, should the Purchaser choose to return the dog to the Seller. The Purchaser is solely responsible for any applicable shipping costs on replacement dogs.
- There are no additional warranties, either intended or implied.

#### Buyer's Representations, Warranties & Covenants

- The puppy mentioned above, is being sold for the sum of \$\_\_\_\_\_ including limited AKC registration to be paid in full on/by \_\_\_\_\_ (date).

- The Buyer has within 3 days of receipt of puppy, to ensure that said puppy is examined by a licensed veterinarian of their choosing. This timeframe can be discussed on a case by case basis.
- The Buyer vows that the purchase of the puppy is **NOT** for re-sale and vows that it is not acting as a broker in the purchase of this puppy, and that it will remain in the Buyer's sole custody, excluding circumstances in which can be reviewed on a case by case basis such as Military Deployment, loss of Buyer's life, etc. Buyer further vows that it is not associated with a pet shop or puppy broker, and that this puppy will not be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation.
- The Buyer agrees to inform Breeder of any titles or awards obtained by the puppy for our records. The Buyer will inform the Breeder of any change in address, email address, or telephone number within 24 hours of such change.
- Additionally, the Buyer agrees to keep in contact with the Breeder and inform Breeder of any health or behavior concerns that may arise during the ownership of this puppy. The Buyer agrees to use all reasonable measures to resolve the issue and keep the Breeder updated with the development of the problem or success. The Breeder agrees to be of any assistance possible to the Buyer.
- The Buyer agrees that possession of this puppy will not be transferred without the express, written consent of the Breeder. The Breeder will accept the return of this puppy at any time the Buyer declines to keep said puppy. However, the Breeder is not obligated to refund any or all of the purchase price.
- The Buyer will not abandon this puppy to the animal shelter or give the puppy away. If the puppy is found to have been sold or given away without the Breeder's consent, the Breeder will take legal action against the Buyer.
- In the event this portion of the Agreement is breached, there will be a contract breach fee of \$2,500 to be payable immediately to the Breeder or the return of the puppy within 7 days of the date of the incident.
- The Buyer will also be responsible for covering any and all transportation fees needed to return the puppy to the Breeder. If legal action is taken against the Buyer, Buyer will be responsible for breach of contract fee as well as any and all legal fees incurred by the Breeder.
- Buyer agrees that the puppy is **NOT** to be left solely in a backyard or kennel and will be allowed to spend appropriate time in the home with family members. Puppy is sold with the understanding that it was to go to carefully selected parties and Buyer avows that puppy shall become a member of the family.
- The Buyer agrees to care for this puppy as would a humane and conscientious puppy owner, and agrees to provide the following: adequate fencing adjacent and accessible from the Buyer's home and to confine the puppy when outdoors and refrain from

restraining it on a chain or rope; adequate veterinary care including but not limited to current flea/tick prevention, heartworm prevention, current vaccinations, and any other treatment recommended by Buyer's veterinarian; adequate housing within the Buyer's home and yard; adequate exercise and training; feed the puppy a quality food.

- The Buyer agrees to pay the remaining balance on the puppy at the time of, prior to the puppy pick-up date OR prior to shipment. If the puppy is to be shipped, the remaining balance must be paid in full by the age of 7 weeks. In no case shall a puppy be released from the Breeder without payment in full unless authorized in writing and signed by Breeder.
- Buyer agrees to enroll this puppy in regular puppy training classes at Buyer expense with a qualified, professional dog trainer. Buyer also agrees to maintain said training on an as needed basis throughout the remainder of the puppy's life.
- Covenant not to disparage. Buyer understands that the eventual personality and/or behavioral traits of the puppy purchased under this Agreement cannot be guaranteed. As such, and knowing that any disparaging remarks against the Breeder, its owners, operators, or employees will result in irreparable harm to Breeder and its business. Buyer agrees to refrain from making any disparaging remarks or comments, whether publicly or privately on social media concerning Breeder. Buyer agrees to pay liquidated damages of \$5,000 for each occurrence. Buyer will contact the Breeder with any issues to allow the Breeder to attempt to rectify any situation.

### Working/Breeding Quality Puppies Only

- Buyer agrees that the puppy will not be bred until after the age of 2 years old and shall only be bred after receiving a minimum of OFA/SV certification on hips and elbows and a DM (Degenerative Myelopathy) test, as well as an entry level working title/certification. (For this purpose, certifications include SAR certification, narcotics/explosive certification will be acceptable as well.) Puppy shall be bred to only OFA/SV certified mates. Puppy cannot be used to create a new or rare breed and cannot be bred to any other breed of dog outside of a German Shepherd. Once these requirements have been met, Breeder agrees to lift the limited AKC registration status to full AKC registration at the Breeder's expense within 30 days of being notified of these requirements being met.

### Pricing, Deposits and Other Fees

- Deposits are accepted on unborn and very young puppies. The Breeder will hold any puppy until the age of 8 weeks, at which time payment is due in full. If the Buyer is not able to pick up the puppy on the stated release date, Breeder will be glad to continue caring for the puppy until 9 weeks of age at no additional charge, provided

that Breeder has received payment in full and has received a signed copy of this Agreement. If no payment is received, the deposit will be considered forfeit and the puppy will be made available to a new home.

- Additional time with the Breeder for training may be discussed on an as needed basis, at the Buyer's discretion. A separate Agreement will be signed for that occurrence.
- If the Buyer is unable to or change their mind about purchasing the puppy, all deposits are **NON-REFUNDABLE**, with no exceptions!

#### Liability

- Breeder shall not be held liable for acts of puppy. Breeder shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases, or disorders. Breeder is not to be held liable for undescended testicles or ears that do not fully stand erect.

#### Limited Registration

- If the Breeder should find out that this puppy has been bred while still on limited registration and not having met the requirements listed above for breeding prospects, there is a \$5,000 contract breach fee, also a \$500 penalty per puppy produced from said breeding due immediately to Breeder. The puppy must also then be returned to Breeder along with registration and health records immediately upon discovery.

#### Governing Law

The rights and obligations of the parties under this Agreement shall be governed and interpreted in accordance with the laws of the State of \_\_\_\_\_. Except for any controversy or claim relating to a threatened or actual unauthorized use or disclosure of proprietary information, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in \_\_\_\_\_ County, \_\_\_\_\_.

This Agreement constitutes the full agreement between both parties. Each party acknowledges that they have thoroughly read and reviewed this Agreement and accept the terms stated within its clauses.

Wherefore, the above named Breeder and Buyer have executed the foregoing contract of sale at \_\_\_\_\_ (am/pm) on this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ (year).

Breeder Signature: \_\_\_\_\_

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

Buyer Signature: \_\_\_\_\_

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