

Guardian Angel Shepherds

PUPPY/DOG SALE AGREEMENT

This agreement is made and entered into this ___ day of ___, 200__ by and between, **Guardian Angel Shepherds** (hereinafter "Seller"), of Box 8, Site 6, RR#1 Bowden, AB and _____ (hereinafter "Buyer"), of _____ (Address) for the purpose of setting forth the terms and conditions of the purchase by the Buyer of a purebred German Shepherd Dog from the litter whelped on _____ out of _____ and by _____ This dog is a (M) (F) Microchip# _____

1. The Seller warrants that the above described dog is a purebred German Shepherd Dog and will be registered with The Canadian Kennel Club and that the application for registration papers have _____ have not been provided to the Buyer as of the date of the completed purchase, together with a copy of its pedigree.

2. The Seller warrants that the above described dog is in good health at the time Buyer assumes ownership. The Buyer agrees to have the puppy examined by a licensed Veterinarian within two (2) business days of receipt of the dog.

If, as a result of the examination, the Veterinarian determines that the dog is not in good health, then the Buyer shall elect to keep the dog or return the dog to the seller for a refund. If the Buyer elects to return the dog, The Buyer shall, within 10 days after the date of the signing of this contract, send to the Seller by certified mail a written Veterinarian's certificate stating that the dog was in ill health when examined. Upon receipt by The Seller of said certificate, The Buyer shall be obligated to return the dog to the Seller at the Seller's expense. Upon receipt of the dog, the Seller shall be obligated to refund all monies received from the Buyer toward the purchase price of the dog, and further performance under this Agreement shall be null and void. All action taken to return the dog shall be done with the best interest of the dog in mind.

3. The Seller warrants that the dog sold hereunder is progeny of animals x-rayed for hip dysplasia. If said dog develops crippling hip dysplasia, crippling elbow dysplasia or VWD within 24 months of age and has to be euthanised, the Seller agrees to replace the dog with another of the same sex and quality from the next available litter or use the original price as a credit towards a higher priced puppy. Seller will only replace one dog, one time.

****The Seller agrees to maintain preventative care of the dog in regards to hip dysplasia such as proper nutrition (including avoiding excessive nutrition), proper exercise, and preventing stress injuries. (eg. Not allowing the dog to jump from heights taller than itself at the shoulder and no forced exercising, running, until at least 18 months of age.) Canine Hip Dysplasia is caused by environmental factors up to 80% of the time!

4. Ownership of the dog will be transferred to the Buyer for the price of \$_____ to be paid as follows: \$_____ deposit on execution of the Agreement with the balance of \$_____ to be

paid before the dog leaves the Seller's premises. If the balance is not paid by pick up date this Agreement shall be cancelled and the Buyer forfeits the deposit given hereunder.

5. All dogs will be sold under a Non-breeding Registration clause. Should the buyer wish to breed this dog, the Buyer must provide proof of at least one Canadian Kennel Club recognized working title (or equivalent) and the dog must be within the Breed Standards of the Canadian Kennel Club. The dog must be certified clear of hip & elbow dysplasia by either the Orthopaedic Foundation for Animals or the Ontario Veterinary College, (or equivalent) be of sound temperament, in good health and free of communicable diseases or hereditary defects. The Buyer shall contact the Seller when all stipulations have been met, and at such time, the Seller will cancel the Non-Breeding clause at the expense of the Buyer as well as paying \$3,500.00 to the breeder for breeding rights.

6. The dog will carry the Vom Haus Marcellus kennel name.
eg. Anna vom Haus Marcellus

7. The Buyer agrees that he/she is not acting as an agent in the purchase of this dog and that the Buyer will not sell this dog or its progeny to any agent, or pet store.

8. The Buyer agrees that if he, or a member of their family, are unable to keep the dog, the Buyer will notify the Seller so at the option of the Seller, the dog can be returned to the Seller at the Buyer's expense.

9. The Buyer agrees that this dog is NOT to be LEFT IN A BACKYARD OR KENNEL ONLY. This dog is sold with the understanding that it is to go to carefully selected parties and that the Buyer avowed the dog would become a valued personal companion and a family member.

10. The Buyer agrees that the dog will be provided with proper: a) housing, b) safe outdoor enclosure, c) diet, d) area recommended shots, e) preventative parasite control, f) exercise and g) proper socializing as explained in the Service Dog Puppy Program. The Buyer also agrees that at least one basic obedience training course will be completed by the dog's first year birthday. If the owner does not abide by these conditions, this contract will become null and void.

11. The Buyer agrees the Seller will REPOSSESS THE DOG UPON EVIDENCE OF NEGLECT AND/OR ABUSE, physical, emotional or psychological, verified by a veterinarian, at no expense to the seller.

12. This Agreement is made and signed by both parties to insure the well being and protection of the dog. If any part of this Agreement is breached by the Buyer, the Seller is released from any obligations under this Agreement.

Signed: _____ Buyer _____ Date

Signed: _____ Seller _____ Date