

***Hokschhaus German Shepherds***

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**Pet Sales Contract and Guarantee**

“*Hokschhaus German Shepherds*”, referred to hereafter as “Seller”, agrees to sell to \_\_\_\_\_, referred to hereafter as “Buyer”, the following

animal: \_\_\_\_\_

**Tattoo:** \_\_\_\_\_

**Registration No.:** \_\_\_\_\_

**Sex:** \_\_\_\_\_

**Whelped:** \_\_\_\_\_

**Breeder:** *Hokschhaus German Shepherds*

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

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

For the sum of: \_\_\_\_\_

**Seller agrees to warrant the following:**

1. That the dog is purebred and registerable with the AKC.
  - a. AKC papers:
    - \_\_\_\_\_ have been provided on \_\_\_\_\_.
    - \_\_\_\_\_ will be provided upon their return from AKC.
    - \_\_\_\_\_ will be provided upon Seller’s receipt of full purchase price.
    - \_\_\_\_\_ will be provided once the Buyer’s check clears.
2. The animal will be sold on limited registration, it will not be used for breeding and entry will be restricted in some AKC events.
3. That the animal is not suffering from any genetic disease or defect which would prevent it from living an otherwise healthy or normal life. If a licensed veterinarian determines there to be a debilitating genetic disease or defect, Seller will replace the animal as soon as possible with one of equal or greater value to the animal as it was at the time of original purchase.
  - a. This warranty is valid for the lifetime of the animal.
4. That the animal will receive a rating from the Orthopedic Foundation for Animals, Inc. (O.F.A.) of at least “Fair”. If the animal receives a rating of less than “Fair,” Seller will replace the animal as soon as possible with one of equal or greater value to the animal as it was at the time of original purchase.
  - a. This warranty is null and void if the animal has been bred (intended or accidental) before the OFA results are received.
  - b. This warranty is valid until the animal reaches 36 months of age.
5. The health of the above animal is excellent to the best of the Seller’s knowledge at the time of sale. However, the Seller encourages the Buyer to have a D.V.M examine the dog within 72 hours of purchase. If the D.V.M. finds the dog to have a pre-existing malady or be in poor health, the dog may be returned to the Seller, at the expense of the Buyer, for a full refund of

the purchase price. Under no circumstances will Seller be responsible for any veterinary care or expenses. No further health guarantee is made.

6. Seller makes no guarantee regarding testicles, ears or any disqualifying faults.
7. Down payments, deposits and sales payments are non-refundable with the exceptions stated in this contract.

**Buyer's Responsibilities:**

1. Buyer agrees to maintain the animal in good health, provide routine preventative health care, including, but not limited to: preventative inoculations, regular de-wormings, heartworm preventative medication.
2. The Buyer agrees that the Seller will repossess the animal upon evidence of neglect and/or abuse (as determined by a competent, licensed veterinarian) at no expense to the Seller.
3. In the event that the dog is resold, the original Buyer agrees to notify *Hokschhaus German Shepherds* of the new owner's name, address and phone number.
4. The dog may be returned to *Hokschhaus German Shepherds* at any time if the buyer is unable or unwilling to keep the dog. Under no circumstances will the dog be relinquished to any animal shelter, humane society or rescue group.

**Limitations and Disclaimers:**

1. This contract applies solely to the original puppy and is non-transferable. The seller retains the right to refund the purchase price of the puppy in lieu of providing a replacement.
2. Under no circumstance will the Seller be responsible for any type of veterinarian costs, exams, tests, medical treatments, medications or supplements. In addition, the Seller will not be responsible for any transportation charges of any kind at any time.
3. The animal to be replaced must be returned to the Seller and all replacements are final. In lieu of returning the animal, the buyer may choose to keep the animal and receive a credit of ½ of the purchase price towards a replacement animal.
4. If any provision of this agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.
5. All agreements made are contained in this contract. In the event of a dispute, Wisconsin shall have jurisdiction.

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

Buyer's Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Seller Signature: \_\_\_\_\_ Date: \_\_\_\_\_