

HERITAGE ACRES KENNELS

Specializing in Working K-9 Breeding, Training, & Importing Services

Puppy Guarantee & Conditions of Sale

Buyer Information:

Full Name(s) _____

Co-owner _____

Address _____

City _____ State _____ Zip _____

Phone _____ Other _____

E-mail Address _____

The above mentioned, will pay the SUM of \$ _____ US dollars.

This DOES NOT include any cost to shipping; the fee is \$150.00 for 1 new airline approved crate. Health Certificate and Transportation to the Airport. The Puppy will be sent C.O.D to the buyer. (If required)

Heritage Acres Kennels hereby sells and transfers the following puppy:

Puppy's AKC Registered Name _____ z Heritage Acres. Buyer(s) **agrees to add the kennel name z Heritage Acres to the end of the puppy's name. Failure to register with the kennel name will make this contract null and void**

AKC number _____ Date of birth: _____

Sex _____ Color _____ Other _____

Sire _____ AKC# _____

Dam _____ AKC# _____

Puppies will be graded to be working quality (SAR, SchH, police etc.) or family companion. All puppies will be sold with limited registration. Breeder will agree to lift the limited registration upon proof of the following.

- 1. Adult OFA certificate (passing)**
- 2. Schhl title or equal working title**

NOTE* Puppies must be paid in full by Six (6) weeks of age. If for any reason a puppy remains at our facility after (8) weeks of age because the buyer can not accommodate a reasonable shipping date/delivery set forth by the seller, monies received will be applied as boarding fees at a rate of \$20.00 per day unless arrangements are made in advance and agreed to by the seller. If arrangements for shipping are not satisfied upon the agreed dates, the puppy will be considered abandoned. Seller reserves the right to then resell the puppy, and any remaining balance/funds received will be applied or transferred to a different litter, or forfeited as deemed necessary by the seller as liquidated damages.

The Buyer understands and agrees that **NO CASH REFUNDS** will be given under any circumstances other than that already stated in this agreement. The contract will be null and void if the puppy has been bred before the age of two.

Buyer's Initials _____.

THE SELLER WARRANTS TO THE BUYER:

The above-described puppy/dog is warranted to bear the pedigree as described above and be in excellent physical condition on the date of delivery. The buyer acknowledges a complete inspection of the animal and accepts the same as is. Buyer may at their own expense have the animals inspected by a licensed Veterinarian for sound general health within 48 hours of delivery. If the Veterinarian certifies in writing that the animal is unhealthy, the buyer may return the puppy/dog, at their own expense, within the 48 hour period for a full refund of the purchase price; NOT including any and all shipping expenses.

Buyer's Initials _____ .

Heritage Acres Kennels warranties for 5 years from the date of birth, against genetic diseases, allergies, heart problems, thyroid problems, or if the dog's death is directly due to a congenital health problem as diagnosed by a veterinarian. After a German shepherd leaves our facility, of course, Heritage Acres Kennels can no longer be responsible for any kind of accidental death or from any contagious disease or other reason not caused by, or which is outside of the immediate and direct control of Heritage Acres Kennels.

Buyer Initials _____ .

HIP GUARANTEE:

The Puppy will be free of GENETIC hip Dysphasia for the first year of life. The puppy's hips must be x-rayed at the age of One Year (within four (4) weeks of the Birth Date) by a licensed Veterinarian certified and skilled at producing hip x-rays for OFA evaluation. These x-rays must be submitted to OFA for evaluation and a copy of the x-ray also sent to Heritage Acres Kennels. The puppy is guaranteed by the seller to certify in the preliminary OFA Report as being Excellent, Good, or Fair. If the puppy is not rated Excellent, Good or Fair, and therefore is dysplastic, the buyer can choose from the following options:

A: Return the puppy, at buyers own expense, and along with all AKC papers signed over to Seller to receive a replacement puppy from the next available litter of equal value and Quality or you may pay the difference for a high priced puppy.

B: Keep the puppy, and receive 1/2 (One Half) off the current purchase price of a replacement puppy. The seller must be presented with Proofs of spay or neuter and all AKC Registration papers with transfer of ownership back to seller before the buyer will receive a refund.

It is felt that Genetics plays between a 25% -30% role in the dog developing hip Dysphasia. Other causes are: Dietary Deficiency, Over Exertion as in; too much exercise at a young age and obesity. Because we the breeder have no control over how you feed, exercise, or what activities (dog sports, jogging) you are involved in with your pup we can only offer a replacement for Genetic Hip Dysphasia that develops by the time the pup is one year old. This replacement warranty expires at age 13 months. If the dog that is the subject of this contract is bred or becomes pregnant prior to 2 years old and/or with out OFA Certification, this contract becomes **NULL AND VOID**.

Buyer Initials _____ .

This agreement applies to the **ORIGINAL** puppy buyer and is **NON-TRANSFERABLE**. If the puppy is returned for any reason it must be in good physical condition, at the correct weight for the dog's age and show no signs of abuse or neglect.

Buyer Initials _____ .

Buyer agrees to **NEVER** allow the puppy to ride in the back of a Pickup Truck without being contained within a secure Dog Kennel Crate. Never be tied out in a yard without supervision, or allowed to live outside without adequate shelter.

Buyer Initials _____ .

Buyer agrees to keep the puppy at the proper weight for their age and not over feed. To feed only **HIGH** Quality Premium dog food or a **RAW** diet for the lifetime of the puppy. To not engage the puppy in any Dog Sports or activities that involve, running, climbing, or jumping until the puppy reaches 12 months of age. Swimming is Excellent Exercise, jogging with your young puppy is **NOT**.

Buyer Initials _____ .

ALL Veterinarian expenses acquired by **BUYER** in the care and treatment of dog/puppy are the sole responsibility of the **BUYER**. This applies to both original and/or any replacement puppy/dog.

Buyer Initials _____ .

ALL CONTROVERSIES AND/OR DISPUTES ARISING UNDER THIS CONTRACT AGREEMENT ARE SUBJECT SOLELY AND EXCLUSIVELY TO THE LAWS OF THE STATE OF OHIO, WITHIN THE STATE OF OHIO.

Buyer Initials _____ .

The **SELLER** assumes **NO** responsibility of any nature, with the respect to the performance, activity, training, demeanor, or other propensities of the dog/puppy once it has been delivered to the **BUYER**. The **BUYER** understands that because of the environment in which the puppy is raised and trained, and other reasons, the puppy/dog may develop negative behaviors. These negative behaviors may develop from improper raising, training, and lack of socialization, among other reasons. Therefore; **"NO WARRANTIES ARE GIVEN FOR THE TEMPERAMENT OR THE FITNESS OF THE DOG/PUPPY FOR ANY SPECIFIC INTENDED PURPOSE."** It is the sole responsibility of the **BUYER** to enhance the **"TRUE GERMAN SHEPHERD CHARACTER"**.

The **BUYER** hereby releases the **SELLER** from any and all liability arising out of the sale, raising, or training of the above mentioned dog/puppy. The **BUYER** further expressly agrees to indemnify and hold the **SELLER** harmless **with** the respect to any alleged liability or liabilities that the **SELLER** may be charged with, including the tendering of defense to the **SELLER**, by the **BUYER** in the event litigation occurs by reason of the activities, raising, or training of the dog/puppy.

Buyer Initials_____ .

THE BUYER HAS READ ALL THE FOREGOING AND UNDERSTANDS AND AGREES WITH THE ABOVE PROVISIONS AND ACKNOWLEDGES A RECEIPT OF A COPY OF THIS CONTRACT AGREEMENT.

Signed this _____ Day of _____, 20_____

BUYERX _____

SELLER X _____