

Whispering Pine Shepherds

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Puppy/Dog Sale Contract (please date and initial bottom of every page)

***Section One- Sale of Puppy/Dog**

Seller, Whispering Pine Shepherds, agrees to sell and buyer agrees to buy a German Shepherd puppy/dog known as _____ (color of puppy collar) and more fully described as _____ (color/sex of puppy).

***Section Two- Warranties**

Whispering Pine Shepherds warrants that it is the owner of and has good and lawful authority to sell the German Shepherd puppy/dog known as _____, whose bloodline is set forth in the attached documents.

***Section Three- Sale Price**

The sale price of \$ _____ is payable as follows:
\$ _____ non-refundable deposit is due upon the execution of this agreement and the outstanding balance of \$ _____ is due upon the delivery or pick up of the puppy/dog.

***Section Four- Inspection**

All puppies will be vet checked by sellers veterinarian and will be given their first puppy shots and deworming. Buyer will be given vet check paperwork at time of purchase. Buyer will agree to continue to take said puppy/dog to regular vet check ups and vaccination regiment per their Veterinarian. If puppy/dog is **NOT** taken to buyers veterinarian and given regular vaccinations, all guarantees set forth in this contract are null and void.

***Section Five- Breach of Agreement/Contract**

In the event of the breach of this agreement, buyer agrees to pay all expenses of retaking, holding, preparing for sale, selling, and reasonable attorney fees and legal expenses incurred by Whispering Pine Shepherds in enforcing its rights under this agreement. Additionally, in the event the Buyer resells a puppy/dog or breeds a puppy/dog in the violation of the terms and conditions set forth herein, Whispering Pine Shepherds shall be entitled to an award of liquidated damages in the amount of \$5,000.

***Section Six- Puppy/Dog Guarantee**

1. The guarantee is in effect until your puppy/dog is 2 years (24 months) of age.
2. Whispering Pine Shepherds guarantees that the puppy/dog is, to the best of its ability, healthy at time of sale.
3. Whispering Pine Shepherds guarantees that the puppy/dog has been on a set deworming program and is up to date on the proper and appropriate vaccinations. Whispering Pine Shepherds does not guarantee against the Parvo virus.
4. Whispering Pine Shepherds will retain the AKC paperwork for the puppy/dog until it receives confirmation from a licensed veterinarian stating that said puppy/dog has been spayed/neutered. After Whispering Pine Shepherds has received confirmation of the fact that the puppy/dog has been spayed/neutered, it will send the AKC paperwork to the buyer at the address set forth on the purchase agreement.
5. All puppies/dogs are sold on an AKC limited registration, which means puppy/dog is unable to be used for breeding purposes. This helps maintain Whispering Pine Shepherds bloodlines.
6. Once the puppy/dog leaves Whispering Pine Shepherds, it is no longer responsible for any veterinary bills for said puppy/dog.
7. All shipping/delivery, health certificate, crate and all other related expenses are the responsibility of the buyer.
8. Whispering Pine Shepherds guarantees the puppy/dog against severe hip dysplasia, Spinal Myopathy, as well as genetic heart, kidney or liver conditions until the age of 2 years old (24 months).

***Section Seven- Guarantee Rendered Invalid**

The guarantee will be rendered invalid unless the terms and conditions set forth below or not followed:

1. The puppy/dog needs to be taken to the new owner's veterinarian for regular vaccinations and check ups.
2. The puppy/dog has been fed a high quality food and not been subjected to an accident or injury that may have caused the condition.
3. The puppy/dog has not been sold to a second party or stayed with an owner other than the buyer stated on the agreement.
4. The buyer must be in good standing with the American Kennel Club.

5. The buyer has not previously or will ever in the future sell a puppy/dog to a pet store or to a puppy/dog broker.
6. The buyer will register the puppy/dog once verification of being spayed or neutered. Buyer may use Whispering Pine Shepherds in registration name, but can not use Whispering Pine Shepherds in any puppy/dog not purchased by Whispering Pine Shepherds.
7. Said puppy/dog, Male or Female, must have never produced a litter or all guarantees are null and void.
8. If the puppy/dog is being shipped, this contract is to be signed and returned to Whispering Pine Shepherds **within 2 weeks** of the day the buyer takes possession of said puppy/dog or all **guarantees are null and void and the buyer will not receive any AKC papers. If this contract is mailed before the said puppy/dog is sent, it must be returned before the puppy/dog leaves Whispering Pine Shepherds or he/she will not leave until said contract is returned or the purchase price will be refunded (minus deposit of \$300) and a new home will be found for said puppy/dog.**
9. If the buyer can no longer keep said puppy/dog, he/she is to notify Whispering Pine Shepherds first. The puppy/dog is not to be re-sold or given away without the express written consent of Whispering Pine Shepherds before puppy is spayed/neutered.
10. If, for any reason, the breeder of Whispering Pine Shepherds retires from breeding, all guarantees on said puppy/dog will be null and void. The breeder and any family members associated with Whispering Pine Shepherds will be released from any further obligations hereunder.
11. The puppy/dog is **NOT** to be breed without the express written consent of Whispering Pine Shepherds.

***Section Eight- Terms and Conditions for Replacement/Refund Due to Genetic Defect**

These provisions are in effect until your puppy/dog is 2 years (24 months) old.

1. Buyer must provide written statements, addresses, and phone numbers from two (2) licensed veterinarians (from two (2) separate clinics) of a genetic defect covered by this guarantee. Any and all statements and/or medical records on said puppy/dog from both vets must be provided to Whispering Pine Shepherds and their veterinarian.
2. Due to the increase of recalled toxic dog foods since 2004, all heart, kidney, or liver diseases must be diagnosed in writing with an autopsy done by an experienced pathologist at the time of death or euthanization of puppy/dog. Further, a written statement by the pathologist stating that the heart, liver, or kidney disease is genetic must be provided to Whispering Pine Shepherds.
3. Whispering Pine Shepherds guarantees the puppies/dogs against severe hip dysplasia before the age of 2 years old. Therefore, a diagnosis of severe hip dysplasia must be made by a veterinarian. Further, x-rays must be sent in to the Orthopedic Foundation and statements on diagnosis must be provided to breeder from both the vet and the OFA. Unilateral hip dysplasia (one hip) is not guaranteed, this is an injury issue.

4. If the said puppy/dog is determined to have a genetic defect covered by this guarantee, then Whispering Pine Shepherds will replace the puppy/dog with another. Whispering Pine Shepherds shall determine whether a replacement puppy/dog or refund of 50% of purchase price is appropriate. **The buyer may keep original puppy/dog.**

5. Under **NO** circumstances is Whispering Pine Shepherds responsible for any veterinary bills, health care bills, toys, food, or training at any time after the puppy/dog leaves Whispering Pine Shepherds.

6. Shipment and all related costs to shipping (crate, health certificate, etc.) of replacement puppy/dog will be the buyer's responsibility. If the buyer wishes to keep the puppy/dog with genetic disease, AKC papers must be returned to Whispering Pine Shepherds. Said puppy/dog must be spayed/neutered, and the certificate of the dog being spayed/neutered will be supplied to Whispering Pine Shepherds. If puppy/dog is euthanized, a copy of the statement must be provided to Whispering Pine Shepherds, as well as the AKC papers.

***Section Nine- Assignment of Rights**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, expressed, and written consent of the other party.

***Section Ten- Buyer Information**

New Owner: _____

Co-Owner: _____

Address: _____

City: _____ State: _____

Zip: _____

Telephone: _____

E-mail Address: _____

***Section Eleven- Dog Information**

Sire: _____

Dam: _____

Puppy or Dog Age: _____

Litter or Registration Number: _____

Color: _____ Sex: _____

DOB: _____

Deposit: _____ Purchase Price: _____

Date of Sale: _____

Special Conditions of Sale: _____

_____ I agree to conditions of this contract and will abide by it to the best of my ability.
(Initials)

*Buyer must return this guarantee or understand that no guarantee exists on this puppy/dog if this guarantee is not signed, agreed to and returned to Whispering Pine Shepherds within **TWO WEEKS** of purchase/possession of puppy/dog nor will any AKC papers be provided to new owner until verification of spay/neuter of puppy/dog. Contract **MUST** be signed and returned to Whispering Pine Shepherds by **SIGNED OWNER ONLY (SIGNATURE REQUIRED)**.

Buyer: _____ Date: _____

Whispering Pine Shepherds: _____ Date: _____