

## CONTRACT

This agreement is between:

Margaret "Molly" Graf of vom Eichenluft Working German Shepherds(Seller)

Address: 80 Wildwood Road, Newville PA 17241

e-mail [eichenluft@aol.com](mailto:eichenluft@aol.com) Telephone: 717-776-5110

website: <http://workinggermanshepherd.com>

(Buyer) \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ e-mail \_\_\_\_\_

WHEREAS, Buyer and Seller agree that this agreement pertains to the transfer between Seller and Buyer of a German Shepherd Dog (GSD)

WHEREAS, it is the Seller's intention to foster the breeding and development of the GSD by selecting GSDs on the basis of their working ability, correct structure, good health and excellent temperament;

WHEREAS, it is the Buyer's intention to foster the development of the GSD by providing

not only proper socialization, training, nutrition and veterinary care, but also a structured program of work in which the GSD can have meaning and purpose in its life, and;

WHEREAS, Buyer and Seller agree that the good temperament and health of each GSD is the combined product of Seller's breeding and Buyer's socialization, training and nutrition; Buyer and Seller agree to transfer the following German Shepherd Dog (GSD) upon the terms and conditions set forth below:

DESCRIPTION OF DOG:

Breed: \_\_\_\_\_ Sex: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

Whelped: D \_\_\_\_\_ M \_\_\_\_\_ Y \_\_\_\_\_

Sire: \_\_\_\_\_ SV/AKC# \_\_\_\_\_

Dam: \_\_\_\_\_ SV/AKC# \_\_\_\_\_

AKC REG. # \_\_\_\_\_

Registered name \_\_\_\_\_

2. \_\_\_\_\_ SELLER'S OBLIGATIONS:

1. Seller will transfer the Dog to Buyer, but will retain these rights:

1.1 The right to access the Dog's veterinary records.

1.2 The right of first refusal. If Buyer should decide for any reason to transfer, sell or convey in any fashion, ownership or control of the GSD, Buyer agrees to notify Seller and offer Seller the right of first refusal.

1.3 The right to publish the Dog's likeness and name in promotional materials.

1.4. Seller will fully disclose any known health problems or conformation faults in the dog.

1.5. Seller will provide reasonable telephonic and email support to assist Buyer in resolving any temperament, training or health issues.

1.6. Seller will provide **AKC limited registration papers or AKC Limited registration application** for the puppy within a reasonable time after purchase.

3. \_\_\_\_\_ BUYER'S OBLIGATIONS:

1. Buyer will place a non-refundable deposit of \$\_\_\_\_\_.

2. Buyer will pay the total purchase price of \$\_\_\_\_\_.

3. Buyer will provide contact information of the veterinarian who will be responsible for the dog's health.

4. Buyer grants to Seller the right of access to veterinary records. 5.

Buyer will not breed the dog, without meeting the requirements for full akc registration as outlined in this contract, and receipt of signed document from seller allowing full akc registration. **A FEE of \$5000.00 will be collected if the dog is used for breeding without seller's knowledge and consent.**

6. First Right of Refusal - Buyer will not offer the dog for sale or other transfer of

ownership or control without first offering sale or other transfer of ownership or control to Seller. **A fee of \$2000 will be collected if the dog is sold or rehomed without the seller's knowledge and consent.**

7. Buyer will provide quality nutrition, proper veterinary care, early socialization, obedience training, appropriate exercise and an indoor home.

8. Buyer will not allow the Dog to become obese. All hip and health guarantees are nullified if the dog is allowed to become obese.

9. Buyer agrees to provide seller with license to use Dog's name and likeness in promotional materials.

10. Buyer will maintain an appropriate home owners insurance policy or renters insurance policy that will indemnify Buyer from any damages arising from his ownership of Dog.

11. Buyer will indemnify and hold Seller harmless from any damages or liability arising from his ownership of Dog.

12. Buyer understands the puppy will be registered with **AKC Limited registration**. Buyer understands the purpose of Limited registration, and agrees the dog will not be bred before the requirements are met for the Seller to agree to change the registration to Full, allowing breeding.

**<The requirements for changing the registration to Full are as follows: a) Schh1 title or equivalent, including advanced Agility, Obedience, Herding titles, or legitimate**

**Police or SAR certifications. b) Adult passing OFA or a-stamp hip and elbow ratings. c) No faults to the standard in structure or temperament.>**

4. SELLER'S WARRANTIES

1. Other sections of this agreement which are to the contrary notwithstanding, there are no warranties express or implied except those set forth in this section of the agreement. This requirement is merged and no oral or written evidence to the contrary is competent to explain, vary or supplement this section of the agreement.

2. As of the date of this agreement, the dog is in good health and free of communicable diseases.

3. The Dog will be suitable to obtain OFA hip and elbow certification at 2 years old.

4. The Dog's ears will stand without tape or support.

5. The Dog's testicles will both drop.

6. The Dog's teeth and jaw will be free from defects.

7. The Dog will be checked by a veterinarian within 10 days of purchase and will be found in good health and free of communicable diseases. If the veterinarian finds any health issue that is not easily resolved, the puppy will be returned within 14 days of date of purchase, for full refund of purchase price OR replacement puppy.

5. BUYER'S REMEDIES

In the event of a breach of SELLER'S WARRANTIES, **Buyer's sole remedy shall be to return the Dog and obtain a suitable replacement from a future litter.** In the event that a suitable replacement is not available within a reasonable time frame, Buyer shall be entitled to a refund of 25% of the purchase price.

The exercise of Buyer's Remedies shall be at Buyers expense. For example, shipping costs are the responsibility of the Buyer, not the Seller.

6. LIMITATIONS ON BUYER'S REMEDIES

Buyer's Remedies shall be extinguished, in the event that Buyer has failed to fulfill its

obligations under Section 3 of this agreement.

7. \_\_\_\_\_ DISPUTES

1. This agreement is merged with all prior oral and/or written agreements and contains the entire agreement of the parties. This agreement cannot be modified except by a writing signed by both parties.

2. The words of this agreement shall not be construed against the drafter but given their natural and ordinary meaning the context of this agreement.

3. Should any dispute arise under this agreement, the dispute will be settled by mandatory arbitration in Cumberland County, Pennsylvania and shall be governed by Pennsylvania Law.

The prevailing party shall be entitled to attorney fees and costs, including fees and costs associated with recording the arbitration award and enforcement of the award.

Seller \_\_\_\_\_ DATE D \_\_\_\_\_ M \_\_\_\_\_ Y \_\_\_\_\_

Buyer \_\_\_\_\_ DATE D \_\_\_\_\_ M \_\_\_\_\_ Y \_\_\_\_\_

**Pennsylvania Dog Purchaser Protection Act**

In an effort to ensure that consumers buying a dog in Pennsylvania know their new pet has a clean bill of health, Pennsylvania dog sellers and breeders must now post a visible notice that informs consumers of their rights under the state's Dog Purchaser Protection Act, also known as the Puppy Lemon Law. Sellers and breeders must also provide a written copy of the consumer's rights at the time of the sale.

A seller shall provide you with a health record for the dog at the time of sale. The health record must contain information as required by the Law.

The seller shall provide a health certificate issued by a veterinarian within 21 days prior to the date of sale OR a guarantee of good health issued and signed by the seller. The health certificate and the guarantee of good health must contain information as required by the Law.

To preserve your rights under the Law, you must take your newly purchased dog to a licensed veterinarian for examination within 10 days of purchase. If a veterinarian determines, within 10 days of purchase, that your dog is clinically ill or has died from an injury sustained or illness likely to have been contracted on or before the date of sale and delivery, you have the following options:

(a) Return the dog for a complete refund; (b) Return the dog for a replacement dog of equal value; OR (c) Retain the dog and receive reimbursement for reasonable veterinary fees, not exceeding the purchase price. These options do not apply where a seller, who has provided a health certificate issued by a veterinarian, discloses in writing at the time of sale the health problem for which the buyer later seeks to return the dog.

If, within 30 days of purchase, a licensed veterinarian determines that your dog has a congenital or hereditary defect which adversely affects the animal's health or that your dog died from a congenital or hereditary defect, you have the same options as outlined in Section 3 (above).

Within 2 business days of a veterinarian's certification of your dog's illness, defect or death, you must notify the seller of the name, address and telephone number of the examining veterinarian. Failure to notify the seller within 2 business days will result in forfeiture of rights.

Refunds or reimbursements shall be made no later than 14 days after the seller receives the veterinarian certification. Veterinarian certification shall be presented to the seller not later than 5 days after you receive it.

Registerable Dogs - If the seller does not provide within 120 days all documentation to effect registration, you may exercise one of the following options:

(a) Return the dog and receive a full refund of the purchase price; OR (b) Retain the dog and receive a 50% refund of the purchase price. If registerable, the seller shall provide at the time of sale: the breeder's name and address, the name and registration number of the dam and sire, and the name and address of the pedigree registry organization where the dam and sire are registered.

As a condition of transfer, Buyer waives all rights and remedies under the Dog Purchaser Protection Act. This is a material provision of the transfer and Seller will not enter into a sale or transfer without waiver of the Buyer's rights under the Act.

\_\_\_\_\_ (Buyer's Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_ (Seller's Signature) \_\_\_\_\_ (Date)