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THIS CONTRACT (hereinafter “Contract”) is effective as of May 12th, 2017 and when signed below by both seller (hereinafter referred to as “Seller” whether singular or plural) and buyer (hereinafter referred to as “Buyer“ whether singular or plural). The following terms and conditions are agreed to between Seller and Buyer:

Our 32 month Guarantee (age of dog 1 day to 32 months of age) covers Orthopedic Foundation for Animals (“OFA”) certification of hips (fair, good, or excellent).

Buyer must, during the dog’s 12 month of age, have the dog’s hips and elbows digitally x-rayed by a license veterinarian at Buyer’s expense. The x-rays must be sent to the “OFA” for PRELIMINARY CERTIFICATION. A copy of the results from OFA AND the original x-rays must be sent to Seller by Buyer within 30 days after notification from “OFA” stating the results of the “OFA” PRELIMINARY CERTIFICATION in order for the full 32-month guarantee to be honored. Failure to do so will result in the 32-month guarantee to be null and void.

If the dog does not receive a passing rating from “OFA” (Fair, Good or excellent) between 24-32 months of age, the buyer can:

Keep the pup, and receive a replacement pup of equal value from next available litter in line of deposits placed. Breeder requires proof of spay or neuter of the dysplastic pup before honoring guarantee.

By signing this contract, the buyer acknowledges they have been informed young bones do not properly calcify until 12 months of age. Buyer acknowledges we will guarantee the hips and elbows until 32 months of age, providing the buyer agrees they will not allow environmental conditions to adversely affect the development of the hip and elbow structure. Buyer will provide a certified nutritionally complete food that will not promote excessive growth or obesity (Seller may list dog foods that are best to feed the dog on the bottom of this contract). Buyer will provide regular moderate exercise. The buyer is aware if they allow the dog to engage in activities that would stress the hips before the age of 11 months the hip and elbow guarantee becomes null and void. Activities include, but not limited to, exercise on hard unyielding surfaces, continuous running, repetitive jumping, jumping higher than their elbow, training in competitive dog sports, or any activity that may cause injury.

***Initial Signature of Buyer:*** \_\_\_\_\_

**Health Guarantee:**

The dog is guaranteed to be healthy upon release to Buyer to the best of our knowledge. We (Seller) guarantee that all vaccinations and wormings have been given as stated on the vaccination schedule. For the protection of buyer and seller, the puppy is required to be examined by a licensed veterinarian within 48 hours after delivery/pickup of purchase date on this contract. If this puppy is found to have a life threatening hereditary or congenital defect or any major health problem at this exam, either a full refund or replacement puppy of equal value will be given. The decision of either a full refund or replacement puppy will be decided by the Seller since the decision is made based on health condition found. Seller must be notified within 24 hours after the exam and shown proof of condition from Buyer's veterinarian. This puppy must be returned to the Seller/breeder within 24 hours at no cost to the breeder with a signed document from the licensed veterinarian stating the defect or problem. We the breeder are not responsible for any veterinarian bills acquired by you the buyer. This guarantee does not cover uneven bites, undescended testicles, injuries, fleas, mites, ringworm, kennel cough, hernias, coccidia, giardia, or any other intestinal worms/parasites, as they are common in dogs and puppies. The breeder will not be responsible for Parvo, Distemper, or Corona Virus after 48 hours of the sale, as these are highly contagious diseases and they can be contacted immediately after leaving the Seller/breeder. We will not be responsible for illness or health problems which are diagnosed after this time period except where stated in this contract.

**Breeding:**

Buyer agrees not to breed dog until that dog reaches 24 months of age or contract is null and void. Further Buyer agrees to breed to enhance the breed, to conform to the breed standard, and not to sell any offspring from the dog in any pet store or wholesale outlet. Buyer agrees to have the female spayed on or before the age of eight years or obtain a vet health certificate stating this bitch is healthy enough to breed. In addition, Buyer agrees to remove from their breeding program and neuter or spay the dog if found to be dysplastic, and furnish proof of the neuter/spay to Seller. (Herein referred to collectively as the "Conditions").

**Buyer understands that the guarantees do not transfer to any other party.**

*Initial Signature of Buyer:* \_\_\_\_\_

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### **Ears:**

Seller does not offer any guarantees on the dog's ears. This is since diet, ear handling and proper nutrition can affect whether ears stand. It's normal for a puppy's ears to go up and come back down during teething. Seller recommends giving your puppy raw meaty knuckle bones to help strengthen the ears. Only give bones when the dog is being supervised. Never give your puppy cooked bones or rawhide. Seller also recommends feeding a high protein grain free diet or complete raw meat to help strengthen the ears. De-worming your puppy also helps ears stand. Please do not touch or handle your puppy's ears, this can damage the cartilage and prevent them from standing. If ears are not standing by 5 months old please contact Seller so Seller can give you tips on ear gluing to help ears stand. Seller highly recommends giving your puppy Osteo Bi-flex NutraJoint with gelatin if ears are not standing by 5 months old.

### **Testicle policy:**

This section applies only to male Dogs. Seller does not offer any guarantees the dog will have two testicles. It is not uncommon for the testicles to drop as late as 6 months old. If the dog is purchased for the sole purpose of show and/or breeding then Seller will have the puppy checked for two testicles at 8 weeks old or before leaving Seller's home. In case that the puppy is found to have only one testicle prior to leaving seller's home, a refund of the deposit will NOT be made, but rather the Buyer can roll the deposit over to next available male puppy of equal value in order of deposits already placed.

### **Kennel name:**

If the dog is not already registered prior to the Buyer purchasing the dog, the dog's name must include the name "Vom Givenhaus" in AKC registration. Buyer agrees no other kennel name may be used in naming this dog. Breach of this will nullify all guarantees of this contract. Buyer will notify Seller of the dog's selected registered name prior to Seller forwarding the registration papers. Registration papers will be filled out with the dog's name. Buyer agrees that the dog's name will begin with the Litter Letter, and understands that the dog may use a call name but must be registered with the litter letter and kennel name on AKC registration.

***Initial signature of Buyer:*** \_\_\_\_\_

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**Deposit on puppy:**

Deposit to reserve a puppy is \$500.00 and goes to the final price of the dog. All deposits placed are non refundable, unless Seller is no longer breeding then Buyer will receive a full refund of the deposit. If Buyer feels their choice of coat or sex was not produced, Buyer may roll deposit to the next available litter of Seller. If there are not enough puppies in the litter that the deposit was placed on or the breeding does not occur because of any reason (female or male is not ready, heat cycle was overlooked, etc), the deposit will be rolled to another litter. Under cases where Buyer rolls the deposit to another litter, Buyer understands others are contraction out of future litters and Buyer will be placed in pick order following those who have already contracted.

**Boarding:**

If puppy is older than 8 weeks old after deposit is made and puppy is boarded at Seller's home, a weekly boarding fee applies to cover food and care. Boarding rates will be decided between Buyer and Seller and stated on this contract.

**Payment Options:**

Seller will only accept Cash or Money Order for payment of deposit and for the full price of the dog.

**Shipping**

Seller only ships dogs within the United States. The shipping cost and crate is not included in the price of the dog, unless other armaments have been made. Shipment and crate fees must be paid in full by the Buyer.

***Initial Signature of Buyer:*** \_\_\_\_\_

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**Picking dog:**

Puppies sold are sold by Breeder's pick based on puppy quality and matched to the Buyer in order of deposits placed, unless other arrangements have been made and written on this contract. No visits to the Seller's home until Puppies turn 6 weeks old to keep puppies healthy. You also must not have had any contact with any other puppies in the past 72 hours before coming to seller's home or contract will be null and void.

**First right of refusal:**

Buyer agrees that no dog may be resold by Buyer to another party without first giving the Seller written first right of refusal. Seller agrees to answer any offer of purchase within two weeks with a written response indicating Seller's decision to repurchase or not repurchase the dog. If Seller does not desire to purchase the dog back, Buyer may sell the dog. Failure to offer Seller first right of refusal and/or approval of the new buyer will void all guarantees to Buyer, and will be in breach of contract. Buyer understands the 32-month guarantee do not transfer to any other party.

**Registration:**

Registration papers and dog will be furnished to the Buyer upon clearance of all funds due and payable to Seller. Failure to register or transfer ownership in AKC (American Kennel Club) records within 6 months of this contract will result in forfeiture by Buyer of any guarantee.

**Legal action:**

If either Buyer or Seller take any legal action to enforce any part of this Contract, action shall be initiated in the county of Seller's residence being that of Franklin County, State of North Carolina and any legal fees and court costs shall be the responsibility of the party found to be in default.

***Initial Signature of Buyer:*** \_\_\_\_\_

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Buyer of Puppy: \_\_\_\_\_

Puppy's name: \_\_\_\_\_ Vom Givenhaus \_\_\_\_\_

Male/female: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Litter letter of puppy: \_\_\_\_\_

Name of Sire: \_\_\_\_\_

Name of Dam: \_\_\_\_\_

Sold as limited or full AKC registration: \_\_\_\_\_

Price of puppy: \_\_\_\_\_

Deposit amount: \_\_\_\_\_

Date deposit received: \_\_\_\_\_

Date remaining balance paid: \_\_\_\_\_

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**Seller**

Givenhaus German Shepherds  
Jael Given  
919-495-2830  
Franklinton, NC 27525  
[GivenHaus@aol.com](mailto:GivenHaus@aol.com)  
[www.Givenhaus.com](http://www.Givenhaus.com)

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

**Buyer**

Buyer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Zip: \_\_\_\_\_

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

Email address: \_\_\_\_\_

Co-Owner name if applicable: \_\_\_\_\_

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