

VON SHAP CONTRACT OF SALE

Definitions used herein include:

“Buyer” shall be defined as _____ “Breeder” shall be defined as Laverne Shapley,

“Puppy” shall be defined as:

A pet puppy, registerable with the American Kennel Club (AKC) with the litter number _____, microchip #

Payment to be made in full at the time of transaction date _____

A pet PUPPY is defined here to be a German Shepherd puppy which is in good health at the time of sale and embodies the characteristics of the German Shepherd breed. This PUPPY is purebred and registerable with the American Kennel Club.

The BREEDER does not guarantee show quality or working ability of the puppy.

The Breeder does not guarantee size, coat, color, ears, un-descended testicle, umbilical hernia, retained puppy teeth, or coccidiosis, giardia, ear mites, external/internal parasites. Also, any viral or bacterial infections that may occur after the puppy is brought into the BUYER’s environment. Breeder has had puppy examined by a licensed veterinarian, and puppy has been vaccinated for Distemper, Parvovirus, Adenovirus, and Hepatitis.

Breeder has provided puppy treatment for coccidiosis, giardia, and internal parasites. (A record of these treatments has been supplied to buyer). Because these parasites can be resistant to treatments and/or the stress of going to a new home can cause symptoms to re-appear, Buyer has been advised to take a stool sample to vet at puppy’s first check-up. If necessary, your vet will administer additional medication at that time. In addition, Buyer has been instructed not to take puppy out in public and to keep puppy off the floor of vet clinics until puppy has had 3 vaccinations. Breeder is not responsible for illness due to buyers’ negligence.

Buyer must have puppy vet checked within 5 days of taking puppy home. Breeder is not responsible for any vet bills after Puppy has left Von Shap Kennel.

This PUPPY is registerable with A limited AKC (Nonbreeding) which will prohibit breeding and registering offspring. Breeding of Puppy will void health guarantee and will result in legal action. (The BUYER agrees that this PUPPY is to be spayed/neutered at the appropriate age-between 12 and 18 months and proof sent to Breeder). Spaying or Neutering puppy before 12 months (females) or 18 months (males) will void the health warranty. If Buyer breeds puppy then a penalty of \$3000 shall be imposed as well as any court costs involved. This is in place to deter potential backyard breeders.

Or

This puppy is sold with Full (non-restricted) AKC pursuant to the additional terms outlined in Addendum A, if applicable.

Buyer agrees to include “Von Shap” or Von Shap Haus” in the puppy’s registered name when sending in AKC papers. For example: Sophie Von Shap Haus or Von Shap’s Casanova. We are proud of our puppies and want them to bear our name.

The BREEDER guarantees the above PUPPY to be healthy at the time of sale.

The Breeder does not assume any liability for injury or sickness of said puppy after delivery.

Further, the BREEDER offers the following limited lifetime warranty:

The BREEDER guarantees this PUPPY to be free from crippling genetic hip or elbow dysplasia (severe) as proven by x-rays taken by a veterinarian skilled in proper positioning technique for OFA x-rays and by an OFA report provided to BREEDER after one year of age and up to age two. Dysplasia due to Injury or malnutrition is NOT a covered condition. Breeder reserves the right to have copies of x-rays evaluated by her veterinarian and may have Puppy re x-rayed by a vet of her choice if it is found that poor quality x-rays were submitted to OFA.

Further- The BREEDER warrants this pup to be free from serious/severe genetic (inherited) heart conditions, and inherited (not environmental or temporary due to other illness) EPI.

We believe proper nutrition is vital to the development of a healthy dog. If Buyer keeps Puppy on NuVet Plus vitamin and hip supplements continuously throughout the Puppy’s life, then the above hip/elbow warranty is extended up to (Lifetime). (Proof of supplement purchases must be provided to Breeder upon request.)

Buyer acknowledges receipt of NuVet Plus vitamin/supplement information and instructions on how to order. Proof of purchase of proper diet may also be requested by Breeder as a diet of poor quality can also be a contributing factor to the development of HD/ED. Poor quality diet also contributes to autoimmune disorders, hair/skin disorders and allergies.

If the PUPPY is found to have one of the above conditions and it is determined to be genetic in nature as evidenced by a statement from an accredited veterinarian, and after any evaluation deemed necessary by Breeder’s veterinarian, then the BREEDER shall offer a replacement puppy to the BUYER upon proof of spay/neuter of the original puppy. The original puppy does not need to be returned to the BREEDER. All shipping charges and expenses incurred to transport the replacement puppy shall be paid by the BUYER. Replacement puppy time and selection will be at the discretion of the BREEDER but must be within 2 years from the date BREEDER is notified. Buyer is prohibited from selling replacement Puppy. No Refunds will be given under any circumstances.

All appropriate shots for the PUPPY’s age have been given, and a record of this history is supplied.

The BUYER agrees to maintain the PUPPY'S health in good condition, and to provide yearly examinations, vaccinations, heartworm test, and any other usual procedures necessary to assure good health.

The BREEDER has done everything possible to produce healthy sound puppies both by breeding only dogs (parents) that are free of genetic hip and elbow dysplasia, and by raising puppies in the best way possible in regards to diet, exercise, socialization, and veterinary care. In addition, all our puppies are from DM (Degenerative Myelitis) tested parents.

There are many factors that can influence growth and development, such as diet, exercise, weight, etc. The BUYER assumes the responsibility to carry on with the appropriate vaccinations, exercise and feeding schedule as supplied by the BREEDER. The BUYER agrees to maintain a healthy weight on the PUPPY throughout its normal growth period. The BREEDER can offer no further guarantees once the care of the puppy is no longer under their control other than those explicitly stated in this contract.

The BUYER hereby agrees that if at any time the BUYER cannot take proper care of the puppy or chooses not to keep the PUPPY for any reason, the BUYER must contact the BREEDER and Puppy must be returned to Breeder. **Buyer is not allowed to resale puppy.** Breeder may assist the BUYER in finding a suitable home for the PUPPY at their discretion. **Under no circumstances is a puppy from Von Shap to be taken to Humane Society, Dog Pound, given away, given to a Rescue, etc. Legal action can and will be taken if necessary.** We love our dogs and puppies and will go the extra mile to ensure their safety and well-being.

The BUYER agrees to provide a suitable fenced area for this puppy.

The BREEDER neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the BREEDER and BUYER with respect to this sale. The BUYER'S signature below indicates that he/she has read, agrees and does understand all the conditions of the SALES Agreement and Contract of Sale.

Date: