

## Vorteil German Shepherds Puppy Purchase Agreement

Puppy Purchasing Contract with \_\_\_\_\_ dated \_\_\_\_\_.

Name: Home address: Phone number: Alternate Phone:
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This is an agreement between Debra Perks of Vorteil Kennels, hereinafter referred to as Seller, and the above named buyer. Both Seller and Buyer voluntarily enter into and agree to all the terms delineated in this contract as witnessed by their signatures below.

### Puppy Information

The following information is a description of the puppy that is being purchased by the buyer.

German Shepherd Puppy

Date of Birth:

Sired by: **Alex Elibra**

Out of: Brazen vom Oz Haus

õDö Litter

Coat:

Color:

Sex:

Microchip #

The Seller hereby sells to the Buyer, for the amount of \$\_\_\_\_\_, payment of which is hereby acknowledged, a male / female German Shepherd puppy in accordance with the terms of this contract.

### Seller's representations:

#### 1. 48 hour dissatisfaction Guarantee

If Buyer is for any reason dissatisfied with the puppy received within the first 48 hours of his/her time in the new home: Buyer has the option to return the puppy to Vorteil Kennel in exchange for a replacement puppy or a refund. If the puppy was shipped and Buyer decides to return it, buyer will be given 48 hours from the time of arrival to notify Seller of the decision to ship him/her back.

#### 2. 72 Hour Health Guarantee

Seller guarantees the puppy to be in good health at the time of sale and for the first 72 hours in the possession of the Buyer. Buyer is urged to have the puppy checked by a personal veterinarian within this time period to assure the proper health and care of the puppy. If the puppy is found to be unhealthy or ill by a veterinarian at that time buyer may return the puppy for a full refund of the purchase price or for a replacement puppy. The seller will under no circumstances be responsible for veterinary bills.

### 3. Hip and Elbow Dysplasia Warranty

If the puppy turns out to be dysplastic before its third birthday, the buyer may choose to either exchange the puppy, or keep it and neuter or spay it and get another puppy or a refund of sale price. Radiographs rated by OFA or SV are necessary for a replacement puppy or refund. Buyer must note that the health of a dog's hips and elbows are not determined 100% by genetics. It is thought that environment plays a 70 to 75% role in a dog's development of good joints, while genetics are only responsible for the other 25-30%. For this reason Buyer must understand the importance of following the guidelines set in the Maintenance and Health Care portion of this contract, particularly in keeping the puppy slim and avoiding pressure on the joints during the developmental stages. The Seller does not assume any additional liability for possible genetic defects in the puppy, and will under no circumstances be responsible for veterinary bills resulting from any such condition. If the buyer alters (Spays or neuters) the puppy before the second birthday this warranty is null and void.

### 4. Lifetime Congenital Abnormality

Seller guarantees that if your puppy is found to have a life threatening or debilitating problem due to a congenital abnormality, he may be returned to our kennel for replacement. If applicable, radio graphs are necessary for replacement. If buyer euthanizes the dog without allowing seller to have her veterinarian examine the dog, or the radiographs no refund will be issued.

### 5. Temperament Warranty

Seller guarantees this puppy to be free of temperamental defects up to the age of 1 year (12 months). If seller wishes, the puppy may be returned for temperament reasons in exchange for a replacement puppy of our choice, but not before 6 months of age and not after one year of age, and only one replacement will be given for temperament reasons. Buyer must give Seller immediate notice when any temperamental problems appear to be developing. Seller highly recommends that Buyer seek professional training assistance with the puppy and provide proper socialization opportunities for the puppy regardless of the puppy's personality and attitude.

### 6. Maintenance and Health Care

Buyer agrees to provide proper exercise as indicated in order to maintain this puppy in proper weight and physical shape. Buyer also understands the importance of mental exercise and agrees to provide the puppy with adequate attention and stimulation, and to never leave the puppy unattended for unreasonable periods of time; dog will never be tied outside. Buyer also agrees to maintain the puppy in good health throughout its lifetime, and to provide the necessary routine preventative health care, including, but not limited to, regular checkups, inoculations, internal and external parasites checks and treatments, heart-worm preventative, and flea/tick preventatives. No undue pressure such as strenuous running, jumping, or descending of steep surfaces is to be put on the joints of this puppy before the age of 18 months.

### 7. Registration

Buyer will receive all necessary paperwork to obtain a limited registration certificate for their puppy through the American kennel Club. The registration will remain limited until the Buyer provides the Seller with proof of the puppy's passing hip certifications through the OFA or SV and proof that the dog earned a title (BH or HGH), at which time the seller will grant the puppy and Buyer with full registration through the AKC. X-rays and ratings need to be completed by the dog's third birthday.

#### 8. Right of First Refusal

If at any time during the life of the dog, the buyer can no longer keep the dog or plans to sell, or give the dog as a gift, Buyer agrees to notify Seller, and Seller will be given the first right of refusal to repurchase the dog at the original price.

#### 9. In the Case of Neglect or Abuse or Homelessness

Buyer agrees that upon evidence of neglect and/or abuse, loss of home causing owner to live on the street or in a car or truck, or if the conditions of the Maintenance and Health Care portion of this contract have been found to be recklessly broken, Seller will repossess the dog with or without notice, and at no expense to the Seller.

10. Buyer is aware that if the deposit is for a puppy not yet born it is possible that there may not be one available due to circumstances beyond the seller's control (for example: the female did not conceive, not enough puppies were born, etc. ) Seller will notify Buyer when it is known that a puppy is not available. The deposit is non-refundable . The Buyer will select a puppy from another breeding of their choice, depending on availability.

#### 11. Training Rewards Program

In order to provide our puppies with the most enriching lives possible and to promote responsible ownership, I try my best to give incentive for puppy buyers to keep their dogs active and working. The following rewards are offered to the owners of Vorteil puppies who have earned a corresponding title. There are many more working titles than those listed below. Please contact me if your puppy ever earns a title other than those listed here, and if we do recognize it, you will be rewarded with the appropriate amount.

\$15 CGC

\$20 First level title: BH, CGC, CD, HS, TD, HGH

\$25 Second level: SchH1, IPO 1, OB1, TR1, CDX, HT TDX

\$30 Third level- SchH2, IPO2, OB2, TR2, UD, VST

\$35 Fourth Level- SchH3, IPO3, OB3, TR3, FH, HC, UDX

12. At time of delivery Buyer assumes full liability for the Dog and its actions. The Seller releases all ownership responsibilities to the Buyer and makes no written or expressed warranties for the future handling of the dog. The foregoing constitutes the sole and exclusive remedy of the Buyer, and the Seller's sole and exclusive liability, and in no event shall the Seller be liable for consequential, incidental, or special damages.

13. The validity, construction and enforceability of this Agreement shall be governed by the laws of the State of New York; and venue for any action to enforce this Buyer Agreement or for breach thereof must be in Rensselaer County, NY. In the event any action is brought under this Agreement, the party who substantially prevails shall be entitled to an award of its reasonable attorney's fees.

#### 14. Conditions of the Vorteil Puppy Warranty

This warranty applies only to the puppy's original owner (Buyer), and only to the puppies bred and sold by Debra Perks. Any person returning or exchanging a puppy for reason of defect of any sort must provide a signed detailed letter from their veterinarian explaining the problem. All returned puppies

must be in good physical condition, and have a complete health record and registration papers for replacement. Any puppy returned for a replacement will be exchanged for another puppy of equal value to the original purchase price. The buyer is responsible for all transportation and registration transfer cost. No replacement will be given for a dog or bitch that has been bred. Should Buyer choose to break any of the covenants of this agreement, the remainder of the agreement will be considered null and void, and Seller will have the right to repossess the dog.  
Any other arrangement must have the Seller's written consent.

Other information:

Referral name:

Phone number:

Home Address;

Buyer's Veterinarian:

Address:

Phone number:

Seller's signature \_\_\_\_\_

Date \_\_\_\_\_

Buyer's signature \_\_\_\_\_

Date \_\_\_\_\_

My contact information:

Debra Perks

Cell: (518) 694-1503

Home: (518) 794-0013

Email: [debiperks@hotmail.com](mailto:debiperks@hotmail.com)

Or [Vorteil.kennel@gmail.com](mailto:Vorteil.kennel@gmail.com)

Recommendations for training.

Puppies should start training immediately.

Group classes are highly recommended so the puppy learns to work with the owner around other people and dogs.