

BLACKTHORN WORKING GERMAN SHEPHERDS

DOG SALE AGREEMENT

This agreement is made between Christine E. Kemper d/b/a Blackthorn Working German Shepherds (“Seller”) at 13365 Albano Road, Barboursville, VA 22923, phone 540-832-0424, and «Buyer» (“Buyer”) of the following address and telephone number: «Street», «CityState Zip»: «Phone»: «Email».

WHEREAS, Buyer desires to purchase and Seller agrees to sell Buyer the hereinafter described Dog upon the terms and conditions stated in this agreement and no other terms or conditions stated or implied.

1. DESCRIPTION OF THE DOG

- a) BREED: German Shepherd Dog
- b) SEX: «MF»
- c) DESCRIPTION: «Color»
- d) WHELPED: <DOB>
- e) AKC REGISTRATION #: «AKC No»
- f) Microchip #: «Microchip»
- g) SIRE: <sire name>
- h) DAM: <dam name>

2. SELLER’S REPRESENTATIONS

The following representations and conditions apply to the sale of the dog described in Section 1 (“Dog”):

- a. As of the date of this agreement, the Dog is in good health and free of communicable diseases.
- b. The Buyer has 72 hours to have the Dog examined by a veterinarian and to personally inspect the Dog. Any claims must be made within this time period and will be verified by Seller’s own veterinarian.
- c. Seller attempts to breed for dogs with sound temperaments and good general health and avows that the parents of the Dog have been evaluated for their overall general health and temperament and that all information and representations regarding the parents are true to the best of Seller’s knowledge.
- d. See attached veterinary health evaluation of the Dog, performed on «Vetdate».
- e. Buyer is completely satisfied with and waives any and all claims regarding the Dog’s conformation and physical appearance.
- f. Buyer agrees that the Dog will be registered with the following name: **Blackthorn’s «Reg Name»**.

3. CONSIDERATION

This Dog, identified in Section 1, is being sold for the sum of US\$ **X,xxx.00**. Full payment must be received before AKC registration will be transferred to Buyer. Failure to pay in full by either the date of sale or an agreed-upon later date forfeits the sale, and ownership of the Dog will revert to Seller and all funds less those expenses incurred by Seller will be refunded to Buyer.

4. STIPULATIONS

This Dog has been graded at the time of sale to be either WORKING or NON-BREEDING quality. This Dog is being sold as a **WORKING** prospect. These categories are subject to the following agreements and stipulations:

- i) If WORKING:
 - (1) Buyer agrees to not allow the Dog to reproduce unless the following conditions are met:
 - (a) the Dog is at least two (2) years of age,
 - (b) the Dog been proven by radiograph (X-ray) to be free of hip and elbow dysplasia as determined by the Orthopedic Foundation for Animals (OFA) or other Fédération Cynologique Internationale (FCI) recognized certification organization.
 - (c) the Dog has achieved a performance title in which the Dog is examined for work or performance capability (for example, AKC Companion Dog title, BH, or Schutzhund 1, or an AHBA herding title) or a working certification (e.g., certified Search and Rescue or certified Police K-9).
 - (d) the Dog possesses no Disqualifying physical traits or “faults,” as defined by the FCI breed standard for the German Shepherd Dog.
 - (2) The Buyer agrees that no female Dog shall be bred more than every other heat cycle or more than one back- to-back breeding followed by a one-year rest period before being bred again and ONLY after the age of two years.
 - (3) Dog will be sold under AKC Limited Registration. Upon written notification that the conditions described in Section 4(i) of this contract are met, Seller agrees to authorize the Dog’s registration to be converted to AKC Full Registration.
 - (4) Limited Registration will not be revoked or converted to full registration if a refund has been given under the terms of the Hip and Elbow Warranty in Section 6 of this contract.
- ii) If NON-BREEDING Buyer agrees and understands that the Dog will be registered on an AKC non-breeding Limited Registration that will not be reversed. Any other arrangements may only be made with the Seller’s written consent.

5. LIMITATIONS OF CONTRACT

This contract applies to the original Dog only and is nontransferable to a second party. The Dog described in this contract is not guaranteed to be fit for breeding nor to have a particular personality, temperament, or appearance.

6. HIP AND ELBOW WARRANTY

By signing this contract, the Buyer acknowledges that Buyer has been informed that a young German Shepherd Dog’s bones do not finish growing and growth plates typically remain open after 12 months of age. Buyer agrees to provide the Dog a nutritionally complete food that will not promote excessive growth and to maintain the growing dog at a healthy, athletic weight and in athletically fit condition. Research has determined that spaying or neutering a dog before the age of 12 months may greatly increase the risk of joint disease. The Buyer agrees not to allow the Dog to engage in activities that excessively stress the joints before the age of 12 months. Such activities include, but are not limited to, extensive or regular exercise on hard unyielding surfaces, excessive and repetitive running, repetitive jumping, and/or intensive training for competitive dog sports at levels that are not suitable for a growing puppy. Buyer acknowledges that Seller will guarantee the hips and elbows until 14 months of age, providing the Buyer does not allow environmental conditions to adversely affect the development of the hip and elbow structure.

Blackthorn Working German Shepherds ~ Dog Sale Agreement

- i) At Buyer's expense, X-ray films of the Dog's hips and elbows, taken while the Dog is between the age of 10 and 14 months, showing proper positioning and meeting OFA standards, must be submitted to OFA for evaluation. If in OFA's evaluation the Dog shows evidence of degenerative joint disease or remodeling in the hip joints or non-normal findings for elbows, the Seller will refund ½ (50%) of the original purchase price to the Buyer upon receipt of written proof of spay/neuter surgery by a veterinarian.
- ii) If hip or elbow status is found to be indeterminate (examples include a finding of subluxation but no remodeling and no degenerative joint disease in the hips or a "Borderline" on the preliminary report), then this warranty will be extended to the age of 28 months to allow Buyer to obtain new x-ray films after the age of 24 months. With this extension, if non-normal hip or elbow joints are found after the age of 24 months, the Seller will refund ½ (50%) of the original purchase price to the Buyer upon receipt of written proof of spay/neuter surgery by a veterinarian.
- iii) If the Dog is surgically spayed or castrated before the age of 12 months for females and 14 months for males, this warranty will be null and void.

7. TESTICLE POLICY

This section applies only to male Dogs. The Buyer understands that the male Dog is sold as is and that a veterinary exam at the age of 8 weeks found «Testicles» testicles to be present. If the male dog does not have both testicles descended and normal by the age of 12 months, the Seller will refund \$250.00 to the Buyer upon receipt of written proof of castration surgery by a veterinarian.

8. MAINTENANCE

- a. Buyer agrees to maintain this Dog in good health, provide routine preventive health care, including but not limited to inoculations, internal and external parasite prevention, and, where indicated, heartworm preventative medication.
- b. Buyer further agrees to provide proper exercise and diet as indicated in order to maintain this Dog in a healthy and fit weight and physical condition. A proper diet consists of top-quality, species-appropriate food and supplements.
- c. Buyer agrees that this Dog is NOT to be left in a backyard or kennel only. This Dog is sold with the understanding that it was to go to carefully selected parties and that Buyer AVOWED the Dog would become a member of the family. (This is to assure proper development and maintenance of the temperament for which the animal was bred.)
- d. Buyer agrees to maintain this Dog for the purpose indicated to Seller, under humane conditions, and in accordance with all applicable laws and to never use or allow this Dog to be used for any illegal purpose.

9. LIMITATIONS ON TRANSFER OF OWNERSHIP

- a. If Buyer chooses to sell the Dog, Buyer agrees to notify Seller in writing and to offer Seller the chance to re-acquire the Dog according to terms agreeable to both Buyer and Seller at that time.
- b. Buyer agrees to make sufficient arrangements for the care of this Dog in their Last Will and Testament. Buyer agrees that Seller will be notified immediately if the Buyer is unable to care for this Dog throughout the life of this Dog. In such situation, Owner further agrees to make arrangements for the care and/or transfer of this dog to the Seller or other assigned responsible parties. Upon return of the Dog to the Seller, the Seller agrees to provide care and/or aid in finding appropriate care for this Dog in the event that Buyer is unable to maintain this dog properly.
- c. If for any reason Buyer is unable or unwilling to keep and care for the Dog, Buyer agrees to return the Dog to the possession of Seller on mutually agreed terms or for a price that is no greater than the original Purchase Price. The Seller will be responsible for any transportation costs. The Buyer may also find an appropriate new home for the Dog, however, the Seller will retain the Right of First Refusal. An appropriate home would be one that maintains the Dog as a companion with appropriate exercise, diet, and health care, and agrees to follow the Stipulations described in Section 4 of this contract.
- d. Buyer agrees Buyer will immediately return ownership of the Dog to the Seller upon evidence of neglect and/or abuse, including but not limited to any finding by law enforcement or an animal protection agency that the dog has been abused or neglected or evidence that the housing, kenneling, or other care requirements of this agreement have been violated. Buyer agrees to pay any transportation costs to return the Dog to Seller.
- e. Buyer agrees to inform Seller and offer to return this Dog if at any time Buyer is considering euthanizing the Dog for any reason other than untreatable illness or injury or unrelieved pain.

If Buyer or Buyer's successor or assigns should violate the terms and conditions of this agreement, Buyer agrees to give ownership of Dog to Seller at no expense to Seller and to pay as liquidated damages an amount equal to the original Purchase Price and to pay any transportation costs to return the Dog to Seller.

Buyer agrees that he/she understands this contract fully and that this contract is under the jurisdiction of the Commonwealth of Virginia in the County of Orange. It is agreed the place of venue shall be in Orange County, Virginia to whose personal jurisdiction the Buyer submits. Should Seller find it necessary to enforce any or all of this contract in a court of law or other legal venue, Buyer agrees to be responsible for any and all court costs and attorney's fees.

Seller: _____
Christine E. Kemper, Blackthorn Working German Shepherds

Date: _____

Buyer: _____

Date: _____