

Alaska Bound Shepherds

THIS AGREEMENT made the _____ day of _____, 20____ by and between:

BUYER:

NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

-AND-

SELLER:

NAME: _____

ADDRESS: **1302 Leitchfield Road, Owensboro, KY, 42303**

PHONE: **270-635-5506** EMAIL: **alaskaboundshepherds@gmail.com**

UPON PAYMENT of the sum of \$_____ paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following Canine to the Buyer:

Name of Canine (if any): _____

Breed: **German Shepherd** Color: _____

Date of Birth: _____ Sex: _____

Sire Name: _____

Dam Name: _____

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Canine.

Date

Signature of Buyer

Date

Signature of Seller

TERMS AND CONDITIONS

➤ Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$_____, with payment of the balance of \$_____ due upon release of the Dog to Buyer. The expected delivery date is _____, of such other date as the parties may mutually agree. Payment of the balance may be made by cash, cashier's check, money order, or PayPal.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Canine if:

- (a) Buyer fails to complete the purchase of the Dog for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within 7 days of the agreed delivery date.
- (c) Buyer fails to pick up the Canine

In either event, Seller shall be free to sell the Canine to another party.

In the event that the Canine is not available due to sickness, death, or any other circumstances owing to the fault of Seller, Buyer's deposit will be transferred to the next litter of puppies.

A boarding fee of \$5.00 per day will be charged for each day the Canine is boarded by Seller past the agreed delivery date.

➤ Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Canine to Buyer.

➤ Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller offers a 1-year genetic health guarantee for each of the 8 puppies sold to Tabitha Evans. This includes genetic disorders such as: hip and elbow dysplasia, blood

disorders, megaesophagus, epilepsy, keratitis. In the case of any of the above disorders, or any other genetic disorder found by both Buyers and Seller's licensed veterinarians, Seller agrees to replace the Canine with a new puppy of equal value deemed by the Seller. Buyer may keep original Canine if they choose a replacement puppy. Buyer must bring documentation stating the genetic issue of the Canine from a licensed veterinarian. Buyer assumes all financial responsibility for all veterinary cost with the exception of cost of Seller receiving a second opinion from Seller's licensed veterinarian.

- (b) Seller guarantees that the Canine is a purebred canine, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
- (c) The Canine is in good health and free of communicable diseases at the time of this sale. Buyer has 2 days from the delivery date to have the Canine examined by a licensed veterinarian, at Buyer's sole cost. If the Canine fails the examination, Buyer may return the Canine, with a written statement from a licensed veterinarian, for a choice of another puppy of equal value. Seller will not accept any monetary refunds. Failure by Buyer to have the Canine examined within the 2-day period will nullify this warranty.
- (d) Buyer is responsible for all medical costs associated with the Puppy/Canine upon delivery and acceptance. This health guarantee does not cover: entropion, cherry eye, ectropion, undescended testicles, allergies, stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, demodectic mange, kennel cough, internal parasites such as, but not limited to: giardia or coccidia. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the breed and understand the many health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds will be given). This guarantee covers only the original Buyer and is not transferable.
- (e) To ensure that Buyer does not euthanize the Canine or take it to an animal shelter, Seller will take the Canine back at any time during the Canine's lifetime. Seller will not issue a refund or provide another Canine to Buyer unless the Canine's return was a result of any misrepresentation on the part of Seller with respect to the Canine's health.

*Coccidia in Canines, is a parasite which can be commonly found in puppies. Coccidia can become a problem during stressful periods such as transport, relocation, and entrance to

a new environment. Some of the first signs of this problem is a bloody or loose stool, or diarrhea, lethargy, and not eating or drinking. If you notice these systems, take your puppy to your regular vet for evaluation and treatment immediately. Coccidia is easily treated with proper detection. *

4. Fitness of Purpose

The Canine was bred as a companion animal, and Seller does not provide any warranty as to the Canine's fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

5. Buyer's Representations Buyer represents to Seller that:

- (A) Buyer, if they wish, may have the Canine spayed or neutered, no sooner than 24 months of age. All health guarantees will be void if Buyer opts for spay/neuter for the Canine sooner than the age of 2.
- (B) The Canine will reside with the Buyer as companion pet to Buyer and Buyer's family.
- (C) Buyer will not permanently keep the Canine chained or tethered or house the Canine in a kennel of inadequate size.
- (D) Buyer will provide the Canine with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (E) Buyer is not acting as agent for any other person or business in the purchase of the Canine.
- (F) Buyer will not sell, give, or release the Canine to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
- (G) Buyer will not abuse, neglect, abandon, or cause any type of mistreatment to the Canine. If harm comes to the Canine the health guarantee is void and the Canine will be removed from the Buyers care and returned to the Seller. Legal actions will be taken for mistreatment to the Canine. The Seller will place the Canine in a different home and the original Buyer will sign to have the papers to be transferred back to the Seller.

6. Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Sellers costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgement with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Canine after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

7. Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within 1 year of the date such claim or loss occurs.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Kentucky.

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations, or warranties, express or implied, unless specifically stated.

Date

Buyer Signature

Date

Sellers Signature