VOM FASANLAUF Sales Agreement Date:

 This is an agreement between the breeder and buyer: Breeder: Tammy Goshorn

Buyer Name:

For the purchase of the following dog:

Breed: German Shepherd Dog Sex: Color: Blk/Red

Microchip number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other markings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:

AKC /FCI Registration #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AKC Litter

 Registration #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire:

Dam:

The Breeder is selling the above dog for the total price of $3000.00 for limited and $5,000.00 for full registration. Full registration will not be released until the dog has been health tested. Hips and Elbows have been done with either OFA, or SV. The Buyer is giving a deposit of $500.0 non-refundable. Then which the Breeder will release of the dog to Buyer. The expected day of release is 10 -12 weeks from birth. The Buyer understands the deposit is NON-REFUNDABLE because it is a commitment to buy the dog. Buyer will forfeit the deposit and ownership rights to the dog if Buyer does not make full payment within one week of the dog’s expected release date. After that time, the Breeder may sell the dog to another party. Your puppy has been tested for generic problems. Nothing has been found. It’s now up to you to protect your puppy from getting hurt.

**Registration:** Seller will help Buyer with AKC paperwork.

**Breeder Representations**:

1. **BREED GUARANTEE**: Breeder guarantees this is a registered German Shepherd Dog, offspring of the registered sire (father) and registered dam (mother) at the top of this agreement. 2. BREEDER’S LIFETIME COMMITMENT: The breeder will take the dog back at any time during the lifetime of the dog. With this commitment, the Buyer should never consider euthanizing the dog or taking into an Animal Shelter.

2. **2YR GENETIC HEALTH GUARANTEE**: The breeder guarantees that until the said puppy is 24 months old, he/she will be free from any genetically inherited defects (deafness, cataracts, etc.). If a puppy is diagnosed by a licensed vet to have a genetic defect, the breeder agrees to complete one of the following i) Issue a full refund at the return of the said puppy after he/she is fixed. ii) Issue half the purchase price if the Buyer wants to keep said puppy, after the puppy is fixed iii) Take said puppy after he/she is fixed and give the Buyer a puppy from a future litter of equal value to purchase price of sick puppy.  Cryptorchidism is not covered under guarantee. Ears coming up are not a guarantee. The guarantee is for sick dogs not cosmetic. So, in other words a testicle not descended is not a sick dog.

3. **TWENTY-SIX MONTH HIP AND ELBOW GUARENTEE:** The Breeder guarantees that the dog’s hips and elbows will meet or exceed the Certification/Passing requirements of SV, OFA, and/or Penn Hip for the first 26 months of life. This guarantee extends to all official results from the above listed organizations. If a first result from any of these organizations comes back as not passing, the buyer agrees to work with the breeder to find another veterinarian to correct any possible issues with the positioning of the dog during the radiographs and submit with the SV, due to their expertise with the breed. If the result still does not pass, then the Breeder will refund or replace the dog to the same specifications listed above in the 2-year Genetic Health Guarantee (part 2 of Breeder Representations). The Buyer voids this guarantee if the Buyer breeds the dog before 2 years old, either purposefully or accidently. If said puppy is spay or neutered before the age of 24 months this contract is null and void. Unless buyer and seller agree to this being done before hand. If the puppy is running to much use’s stairs. Age-appropriate exercise is required. If puppy is allowed to run with another dog’s contract is null and void. This is because a lot of damage can happen if you allow this. Things that could appear to be genetic but are because you let the dog play or run jump use stairs. Another dog running into your puppy can cause a lot of damage. Therefore, I will not replace or refund the said puppy. Educate yourself. If you don’t know ask me.

4. **FITNESS OF PURPOSE**: This dog has been bred to be a companion, but also a real working dog. Although this dog may be capable of excellence in Schutzhund, herding, obedience, and/ or breeding, no warranty is provided by the Breeder as to its fitness for any specific purpose.

5. **PUPPY SELECTION**: Puppy picks will commence in the order deposits are received for males and females at 6 weeks of age. Breeder will test the puppies for temperament and drive prior to selection to ensure a compatible fit with families. Any pups that test as high drive may not be available for the pick process as they will only be available to working homes. The Breeder reserves the right to keep puppies back from the pick process as a breeding, show, or competition prospect. Buyer Representations

1. **BUYERS COMPANION**: The Buyer agrees that the dog will live with the Buyer as his/her companion. The Buyer also agrees that he/she is not an agent for another person or business in this purchase.

2. **RETURN POLICY**: If for any reason the buyer cannot keep the said dog, he/she MUST be returned to the breeder free of charge. The buyer agrees that they will not sell/give the dog to anyone else or try to surrender to a shelter, animal testing facility, or other organization.

 3. **GENERAL WELL-BEING**: To prevent unfortunate accidents and for the dog's general well-being, the Buyer will maintain the dog in an adequate enclosed area and will not allow the dog to roam at will. The Buyer will not chain or tether the dog in the yard or keep the dog permanently in a kennel since research shows this causes antisocial behavior in dogs. Also, the Buyer will provide nutritious food and necessary health care by a licensed veterinarian, including appropriate deworming and vaccinations (rabies included).

4**. HEALTH TESTING**: The Buyer is under obligation to health test the dog prior to breeding or any other milestones (as stated by AKC in the procedures surrounding AKC full registration). However, the Buyer does maintain and assert that now, at the time of purchase, that they understand the importance and necessity of Genetic Testing and Hip and Elbow x-ray certifications. The Buyer also asserts as well that they have no intention of breeding the dog before such testing is done.

Due to the varying kinds of food and different environmental conditions the puppies meet; and the fact that all puppies have immune systems that take time to mature, **the terms of this guarantee will not be honored unless they are given NuVet Plus ®** immune system builder, as directed by the manufacturer, for the entire guarantee period. Failure to do so will render this guarantee null and void except were prohibited by law. We also highly recommend you continue to give your pet NuVet Plus beyond the guarantee period to promote optimal health for a lifetime. For your convenience you may order by phone by **calling 800-474-7044**, using order **code 656120** or online at www.nuvet.com/656120. NuVet products are not sold in stores. Customers outside the U.S. must place order by phone only.

4B: Vaccine schedule that must be followed. If not followed your contract is null and void.

<https://vangoghldens.com/wp-content/uploads/2020/01/vaccination-protocol.pdf>

5. **VETERINARIAN HEALTH CHECK**: The Buyer agrees to have a licensed veterinarian check the health of the dog within 72hrs after the purchase of the dog. This is to ensure the Buyer’s confidence in the health of the dog and to establish a veterinarian relationship. If there is a problem with the dog’s health found during this initial appointment, VOM FASANLAUF will refund the buyer at the return of the dog and receipt of a letter from a licensed veterinarian.

6. **DEPOSIT**: Total deposit is $500.00. The deposit may be paid by cash, money order, or check which must clear before the reservation is confirmed. The deposit is non-refundable.

**7. SHIPPING**: The buyer agrees to pay any necessary shipping/transport costs if they are unable to pick up directly from the breeder. This may be in the form of fees paid toward the breeder, plane ticket purchases, or costs associated with a shipper. The buyer agrees to promptly pay any such fees before any costs are incurred.

8. **PAYMENT**: Payment is due in full at the time the Breeder releases the dog to the buyer. Payment must be in the form of cash, money order. We will NOT accept checks for final payment unless it has been paid and been cleared in advance of puppy pick up.

9. **TRANSFER OF OWNERSHIP**: The Buyer will not sell, give, or release this dog to a pet shop, retail store, dog dealer, animal testing facility, or any agent for these. If the Buyer wishes to transfer the dog to another breeder or owner, the Buyer must receive written permission and a signature from VOM FASANLAUF. The Buyer must require any new owner to follow the terms of this agreement and sign their own copy of this agreement.

10. **INDEMNITY**: Buyer agrees that if his or her actions or failure to act result in any claim, suit, loss, damage, injury, death, or liability, the Buyer will defend, indemnify, and hold Breeder harmless and will pay all the Breeder’s cost and expenses including reasonable attorney fees, any amount paid in settlement, and any award or judgment.

11. **RELEASE OF CLAIMS**: The Buyer releases the Breeder from all liabilities or damages caused by this dog after placement. This includes worms. VOM FASANLAUF will not pay for your wormer medicine or vet bills. Ears and testicles are not a guarantee.

12. **LIMITATION OF ACTIONS**: Any action or claim brought by the Buyer against the Breeder for breach against this Contract or for loss due to negligence must be brought within 3 months of the date such claim or loss occurs.

13. **JURISDICTION**: The Buyer agrees that he/she understands this contract fully and that this contract is in the jurisdiction of the state of Pennsylvania, in the country of the United States of America in which the Breeder resides or does business.

14. **MEDIATION AND ARBITRATION**- Mediation and arbitration lower any potential legal costs for both the Buyer and the Breeder. If a dispute arises under this contract, the Buyer and the Breeder agree to first try to resolve it with the help of a mutually agreed-upon mediator in the jurisdiction located closest to the residence or business location of the Breeder. Any costs and fees other than attorney fees associated with the mediation will be shared equally by both the Buyer and the Breeder. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Buyer and the Breeder agree to submit the dispute to a binding arbitration proceeding located closest to the residence or business location of the Breeder, under the rules of the American Arbitration Association (AAA). Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

**Entire Agreement**

By signing below the Buyer states that they have read this entire contract. This contract represents the entire agreement between the parties. The Breeder and the Buyer have made no other agreements, promises, or representations, verbal or implied, unless specifically stated in this written agreement. The Breeder and the Buyer are each to receive one copy of this agreement, signed both parties.

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_ Breeder: Tammy Goshorn \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_ The Buyer has received the puppy into their possession. Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Information for the Breeder and the Buyer

Breeder Kennel Name: VOM FASANLAUF

 Breeder’s Name: Tammy Goshorn Phone: (717) 594-9446

 Address: 78 Pheasant Run City: York Haven State: Pa. Zip:17370

**Email:** tamgoshorn@gmail.com

**Buyer: email:**

 **Buyer’s Name**:

**Address**: 2113 Robin Hood Dr

**City: State: Zip:**