

This agreement has been the result of many experiences providing quality dogs to others. For most, it will be merely be a regrettable formality. For others, a regrettable necessity. Thank you for helping us to ensure the soundness and well being of our dogs, the integrity of our program & so that with confidence, we can offer same guarantee on your new dog.

Purchase Agreement & Guarantee

Whereas Mary Beth or Joe DeBrodie (for Show Me Shepherds), (*hereinafter called the Breeder*) offers for purchase, a purebred German Shepherd puppy/dog as described as follows:

Sire: _____

AKC# _____

Dam: _____

AKC # _____

German Shepherd Puppy/Dog:# _____ (pending) Color: _____ Sex: _____

Date of Birth: _____

Microchip/Tattoo# (if applicable) _____

And whereas _____

(*Hereinafter called the Purchaser*) wishes to purchase said purebred German Shepherd puppy/dog from the litter described above,

AKC Litter Registration: **Pending** ; _____

Now therefore, ownership will be transferred to the Purchaser on the following terms, conditions and warranties, no other warranties or conditions are either expressed or implied:

1. The consideration for this purchase is \$ _____ by way of a non refundable deposit of \$ _____ and the non refundable balance of \$ _____ in cash or certified check/money order before the puppy leaves the Breeders' possession. Although deposits are not refundable, they can be transferred to another litter if the situation warrants (sex you want is unavailable, color unavailable, breeding unsuccessful, not ready for the pup, want a pup earlier than expected etc...)

2. The Breeder shall provide paperwork necessary to register ownership of the puppy with the American Kennel Club (*hereinafter called the AKC*). The Breeder will not be held responsible for delays in processing registration papers by the AKC and warrants that said German Shepherd is a purebred German Shepherd puppy/dog and can be registered. Purchaser agrees, if requested by Breeder, to include kennel name and/or litter letter/name only as *provided by Breeder* as part of name registered with the AKC. The Purchaser is free to choose any call name that they wish.

3. The Breeder warrants that , to the best of their knowledge, the described puppy/dog is in good health and free of

communicable diseases at the time Purchaser assumes ownership. The purchaser has been given the opportunity to view, inspect and evaluate the puppy/dog. The Purchaser has been provided with a health/veterinary record as of the date of purchase. Purchaser agrees to have the puppy examined by a licensed Veterinarian within 72-hours upon receipt of the puppy. If as a result of the examination, the Veterinarian determines that the puppy is not in good health due to a debilitating genetic condition, then the Purchaser shall elect to keep the puppy or return the puppy to the Breeder for a replacement. No cash refund will be provided. We recommend that all puppies are released no earlier than 8 weeks. If the purchaser requires earlier delivery they do so at their own risk.

If the Purchaser elects to return the puppy, the Purchaser shall within 2 days after the date of examination by a licensed veterinarian, a copy of the written Veterinarian's certificate stating the puppy/dog's state of health and the cause if determined. The breeder may ask for a second opinion.

Upon receipt of the puppy along with completed/signed AKC transfer of ownership documents, the Breeder shall be obligated to offer to replace the puppy with one from another litter of the same sex and quality and further performance under this agreement shall be null and void. If the purchaser requests a replacement of higher quality/value, consideration may be made by the breeder and Purchaser is responsible for paying the difference.

All action taken to return the puppy shall be at the purchaser's expense and with the best interest of the puppy in mind, including temperature at time of shipment, non stop flights, etc.

If the puppy/dog is being purchased as is and all Guarantees to the Purchaser described in #3 and throughout this agreement above are void & inapplicable, purchaser _____ and breeder _____ initial here.

4. The Purchaser agrees that any and all transportation costs, to and/or from the Breeder's premises will be at the cost of the Purchaser (this includes but is not limited to the cost of a crate or vet certificate).

5. Purchaser agrees to maintain this puppy/dog in good health, provide routine preventative and Veterinary health care. Purchaser further agrees to provide proper exercise as indicated to maintain this puppy in proper weight and physical shape and to feed the puppy/dog a high quality dog food. Purchaser shall assume full responsibility for the health, anatomical make-up, appearance, and temperament of the above-described German Shepherd.

6. The Breeder warrants that to the best of their knowledge the said German Shepherd puppy is the progeny of German Shepherds with Normal/Clear of hip/elbow dysplasia & clear of hereditary disease.

If the described German Shepherd is unable to obtain an OFA certification as free of hereditary disease by the age of 25 months, and if due to the severity of the condition is unable to function as a family companion, the Breeder shall provide a replacement puppy of like sex and quality, from another litter, provided that proof from the Purchaser has been provided to the Breeders that the described German Shepherd has been spayed or neutered if requested by breeder, and the Breeders have been furnished with a copy of the OFA Evaluation letter as proof of the failure to obtain certification. It is not necessary to return the dog to the Breeder to satisfy this part of the agreement unless requested.

If the hip dysplasia is rated at borderline or Grade One, I ask that the puppy be re-x-rayed within 6-8 months. Said hip dysplasia must not be the result of an accident or mistreatment of the German Shepherd, or of improper diet, lack of proper or over exercise for the German Shepherd. It must be clearly documented as genetic in disposition.

7. This puppy is transferred with the understanding that it was to go to carefully selected parties and that the Purchaser avowed that the puppy would become a member of the family. This puppy is being placed as a family companion first & foremost, as such it is to be allowed indoor access to the home & family unless otherwise agreed to in writing and signed by both the Purchaser and breeder.

Purchaser agrees to socialize the puppy and recognizes the importance and necessity of continued socialization and training. Purchaser also agrees to continue to conscientiously train the puppy at home and to assure that the puppy is given proper and adequate socialization to humans, as well as other animals.

8. The Purchaser agrees to take proper safeguards for the care and comfort of the puppy/dog, such as but not limited to, a fenced yard or run - the puppy is NOT to be tied out as a normal course of restraint or exercise and must ALWAYS have proper shelter and be protected from the elements, adequate food & water, exercise and ongoing socialization.

Said German Shepherd shall not be allowed to run or roam free unless trained and under the direct supervision of a qualified adult, and must never run free in violation of any leash law at any time.

9. The Purchaser hereby agrees that any abuse or neglect of dog, physical, emotional or otherwise, whether intentional or involuntary, will void all guarantees of and claims to said dog, and that all rights, legal claims to and full ownership will be transferred will and immediately revert to the Breeder with no recourse to Purchaser. **Initials:**

Purchaser: _____ **Breeder:** _____

10. The Purchaser agrees that he/she will not use this German Shepherd for breeding purposes until proof of completion of; and unless the following conditions are met:

A: The dog is at least 2-years of age and is OFA certified free of hip/elbow dysplasia, free of hereditary disease, and OFA clear heart exam.

B: The dog must have good temperament and no disqualifying faults.

C: If male: The owner of the Bitch being bred must agree, in writing, to the conditions of Paragraph 14 and letter D below.

D: The Breeder will be offered to receive back their choice of one (1) pick puppy of either sex, stud service or cash equivalent. If requested, the Breeder will also help to sell/place the puppies provided they are from an AKC registered pair and in good health and fit breed standard. If not applicable both must initial: Purchaser _____ Breeder _____

11. The Purchaser agrees that by signing this agreement it serves as a non-breeding agreement, such agreement to be rescinded when all of the above conditions have been complied with. If said dog is bred before the agreement is rescinded and guarantees and warranties provided to the Purchaser are void.

12. The Purchaser agrees that if for any reason he/she must place the dog, sell or otherwise dispose of the German Shepherd, the Breeder will and must be notified before any such action is taken. The Breeder will have the right of first refusal to re acquire the German Shepherd and/or assist in relocating the German Shepherd in a suitable home.

13. The Purchaser agrees to send pictures and a written account of development and growth of said German Shepherd at ages 6 (six), 12 (twelve), 18 (eighteen) and 24 (twenty-four) months of age and gives the Breeder to use/distribute/publish the update on the puppy along with any pictures or information provided. It is through this process that we are able to offer a guarantee to you. Others who have agreed by the information they provide, allow us to monitor our breeding program for soundness and ensure that it is always in order to benefit the breed. Plus, it allows us to monitor the satisfaction of the people/families that we sell to as well as gives us piece of mind (we love to know how our pups are doing). Purchaser grants permission for the Breeder to use updates, comments and experiences along with pictures submitted on their website. No personal identifying information will be released ever. Failure to comply nullifies this guarantee. **Initials: Purchaser:** _____ **Breeder:** _____

14. The Purchaser agrees that this dog and **no** offspring of the German Shepherd described herein will be given, sold or consigned: on litter lots, to a wholesale puppy dealer, to a guard dog kennel, to a dog pound, to be sold in a pet store or shop or offered as a prize for raffle or auction. Subsequently, this clause must and will be included in any puppy and/or stud Agreement created for this dog.

15. Obedience, training and socialization is very important and is the responsibility of the purchaser. The Purchaser shall be solely responsible for all third party liability in the event the dog should injure someone or cause property damage and hereby releases from responsibility, Mary Beth & Joe DeBrodie (the Breeder), Show Me Shepherds german shepherds, their heirs, assigns, representatives or anyone/anything related to them and all related holdings, from any and all liabilities and/or damage by fault of said German Shepherd after said German Shepherd is in the care and possession of the Purchaser.

These damages and liabilities include but are not limited to destruction of property and physical damage to any person or group of people.

16. It is understood that this agreement is for & signed by all parties to ensure the well being & preservation of the German Shepherd breed as a whole, and of this puppy/dog.

Should the Purchaser not see to meeting any part of this agreement (which includes but is not limited to the Purchaser not reading, signing and returning this agreement to the Breeder), the Breeder is free from any responsibility to the Purchaser, and any further performance called for in this agreement on the part of the breeder, is null and void. The Breeder may execute the right to repossess the dog/bitch without refund of any monies paid to the Purchaser. The Purchaser at that time MUST immediately sign over all rights to the dog via the AKC transfer of ownership. The Breeder is also released from any further obligations hereunder.

Both parties recognize that the Breeder's reputation is vital, and reparation is a long, tedious and expensive process, as a result, if the Agreement violation should involve the breeding of this puppy before the requirements herein have been fulfilled, damages will be assessed.

17. It is further agreed that any legal action taken by the Breeder attempting to enforce any terms of this agreement, or any action in any other way pertaining to this agreement, the Breeder shall be entitled to recover expenses, including reasonable attorney's fees. It is agreed that any action as a result of this Agreement will be governed by the laws of, and settled in court having jurisdiction in, Callaway County, Missouri

Fulton, Missouri, county of Callaway.

Purchaser(s) Name : _____

Purchaser's signature: _____ Date: _____

Address: _____ Telephone #: _____

Email address: _____

How did you hear about us? _____

Breeder (for Show Me Shepherds): _____ Date: _____

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