

# **Austerlitz German Shepherd Dogs LLC**

This agreement, dated as of , is between Austerlitz German Shepherd Dogs LLC aka the Seller, and aka the Buyer. The subject of this Agreement is the below-described German Shepherd Dog.

Name: \_\_\_ AKC Reg: DN  
Date of Birth: Sex: **M** F Color: Coat type: Stock Coat  
Microchip: Reunite#

Breeder: Susanne Shelton  
Sire: OFA AKC:DN  
Dam: OFA AKC DN

This dog is being purchased for the purpose of Family Companion for the consideration of \$3000

## The Seller and Buyer agree as follows:

\_\_\_ The dog is a purebred German Shepherd Dog and will be registered with the American Kennel Club by the Seller. The dog will be placed on AKC **Limited Registration**. The puppy is being sold solely as a companion and breeding of the puppy is expressly prohibited. If at any time the dog has produced any offspring Buyer agrees to the return or sterilization of the dog and relinquish unsold/unplaced puppies to Seller upon request and (a) pay Breeder \$2000 per offspring sold.

\_\_\_ Buyer agrees to retain custody and ownership of this dog for it's lifetime, or to return this dog to the breeder. Buyer Agrees not to sell, give away, or in any manner transfer ownership of the dog to anyone except the seller. If the dog is sold or given away the Buyer agrees to pay the Seller any and all costs associated with obtaining the return of the dog to the Seller including travel, purchase, and any required veterinary care.

\_\_\_ State of Health: Short-Term Health Warranty. The puppy was examined by Patrick Grogan DVM and was found to be in good health and fit for sale at that time and has had the immunizations enumerated in the health records provided to Buyer. Buyer, at their own expense, must have the puppy examined by a licensed veterinarian within 72 hours (or a longer period of time with Seller's prior written consent) of receiving the puppy (the "Examination Period") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy to be unhealthy or unfit for sale, the puppy will be immediately, and without treatment, be returned to Seller for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy "unfit for purchase", which must be sent to Seller within 24 hours of the veterinary examination. The foregoing guarantee expressly excludes: any health issues caused by Buyer's treatment, neglect, or puppy's transportation from Seller to Buyer and, all minor illnesses and health issues typical and common for puppies, including, parasites, giardia, coccidia, stress colitis/diarrhea, vaginitis, or disclosed umbilical hernias.

\_\_\_ Long-Term Health Warranty. Seller provides a lifetime warranty against listed congenital conditions. For purposes of this section, congenital conditions" include: Mega Esophagus, congenital cardiac disease, pituitary dwarfism and Degenerative Myelopathy, and expressly does not include any not listed above. In the event the puppy exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately Inform Seller and supply requested veterinary records to Seller. Seller will be given the opportunity to take the puppy to a licensed veterinarian of Seller's choice for confirmation prior to replacement with a puppy of Seller's choosing and of equal value to this puppy. Replacement puppy carries no warranty.

\_\_\_\_\_ The **intact** dog will have Orthopedic Foundation for Animals (OFA) certified hips (Fair, Good, Excellent) at **24 months** of age and OFA elbows free of UAP/FCP at 24 months of age, evaluation cost are at the expense of the Buyer. Seller may request a copy of all x-ray films taken of the dog, prior to replacement of the dog. Seller will request retaking of x-ray films that OFA, or the Seller, deem questionable due to x-ray film quality or positioning of the dog. Second opinions and retakes requested by the Seller will be paid for by the Buyer.

\_\_\_\_\_ Buyer has examined, interacted with, and inspected this dog prior to purchase and is satisfied with the behavior and health of the dog.

\_\_\_\_\_ Buyer accepts responsibility for all costs for this dog from this day forward and understands that once the purchase is complete the Seller has no further financial obligation.

**Buyer's Obligations. Buyer agrees to the following:**

\_\_\_\_\_ Proper Care. Buyer will provide good and proper care of the puppy. Such care includes providing adequate housing, positive reinforcement based training, avoiding the use of devices designed to cause pain or fear of pain including any/all electric, stim, or vibration collars, protection from the elements, a safely fenced yard, and proper and sufficient nutrition.

\_\_\_\_\_ Veterinary Care. Buyer agrees to provide the following veterinary care: routine vaccinations, routine treatment for internal and external parasites, annual examination recommended preventive care by a licensed veterinarian.

\_\_\_\_\_ Restrictions on Transfer. If, at any time, Buyer is unable or unwilling to keep or care for the dog (including upon Buyer's death or incapacity), at Seller's sole election, the dog shall be returned to Seller together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Seller without any refunds or payments due to Buyer.

\_\_\_\_\_ Ongoing Communications. Both parties agree to promptly notify the other of any change of dog's custody, address, email or phone number.

**Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:**

\_\_\_\_\_ Proper nutrition to support ideal growth, ongoing health, and maintain optimum body condition. Proper Nutrition is defined as feeding a commercial Large Breed diet from one of these brands: Purina, Iams, Eukanuba, Royal Canin, Hills Science Diet.

\_\_\_\_\_ Proper daily "free" exercise to maintain the puppy in good condition, no forced exercise (such as jogging, vigorous training, hiking) for the span of this contract or the activity is approved by a licensed veterinarian; and

\_\_\_\_\_ Avoidance of stress injuries, such as preventing jumping from or over heights taller than their shoulder, repetitive motions, excessive crating, until the puppy is full grown or the activity is approved by a licensed veterinarian.

\_\_\_\_\_ Seller recommends purchasing and maintaining health insurance for this dog.

\_\_\_\_\_ Agreement to Mediate. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to

arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

\_\_\_\_\_Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to the conflicts of laws provisions thereof.

\_\_\_\_\_Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement effective as of the Effective Date.

AGREED UPON In the County of Tulsa in the State of Oklahoma.

Buyer Name:

Buyer Address:

Phone: Cell

E-mail:

Buyer Signature:

Seller: Austerlitz Shepherds LLC

Special Additions:

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_