

Geran's German Shepherd
Evansville, Indiana

AGREEMENT FOR SALE OF GERMAN SHEPHERD PUPPY

1. Purpose

The parties enter into this Agreement for the purchase and sale of one purebred German shepherd puppy.

2. Parties

This is an Agreement for the Sale of a German shepherd (hereinafter "Agreement") between:
Seller:

Geran's German Shepherds
Evansville, Indiana

(Hereinafter "Seller")

And

Buyer: (hereinafter "Buyer")

3. Puppy

Buyer agrees to purchase from Seller a Male ___ Female ___ German shepherd puppy from the
sire: _____

dam: _____

whelped on _____. (Hereinafter "Puppy"). Puppy is a Black and Tan German shepherd with
show (conformation and performance and Limited AKC Pet) quality.

4. Purchase Price

The purchase price of Puppy is \$ _____ There was a deposit (non refundable) made of _____
on _____, 2010.

5. Seller's Obligations

(a) Seller guarantees that Puppy is a purebred German shepherd whose litter has been registered with the American Kennel Club. Seller agrees to provide Buyer with the necessary paperwork and signatures to register Puppy individually in the name of Buyer with the American Kennel.

(b) Puppy is warranted by Seller only for the purposes of being a Pet ___ Breeding ___ Show ___ animal. While Puppy may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

(c) Seller will provide Buyer with a "Geran's Puppy Packet" that includes a true and correct copy of Puppy's pedigree, a history of Puppy's medical care and vaccinations, and other information.

(d) Seller has done everything possible to produce healthy sound puppies both by breeding dogs that are believed at the time of breeding to be free of any physical or mental defect, or other serious health condition, and by raising Puppy in the best way possible in regards to diet, exercise, socialization and veterinary care. Puppy has been provided with recommended vaccinations and parasite control, and has been examined by Seller's veterinarian. A copy of Puppy's vaccination records and worming records will be provided to Buyer. Regardless, Seller cannot guarantee that Puppy will remain free from injury, illness or other health conditions throughout its lifetime. No guarantees, express or implied are made and refund of the purchase price related to any health conditions will only be allowed pursuant to Paragraph 6 (d) below. Puppy has the following health conditions known to Seller and Buyer acknowledges that he/she is purchasing Puppy with knowledge of these conditions, and Buyer will assume the costs of care related to said conditions:

6. Buyer's Obligations

(a) Puppy shall be maintained by the Buyer. Puppy will be provided a secure enclosure or will be otherwise maintained under the Buyer's supervision and control so as to keep Puppy safe. Buyer will provide Puppy with adequate food, water, veterinary care (including check-ups, vaccinations or titers to insure protection from communicable diseases and any other care suggested by a competent and licensed veterinarian) and training. Puppy is to be kept as a house dog.

(b) Buyer agrees to submit the applicable paperwork so that Puppy may be registered with the American Kennel Club. Buyer agrees to use the kennel name "Geran's" as the first and only name of any and all official registry names. The remainder of the Puppy's call name is left to the discretion of Buyer.

(c) Buyer agrees to notify Seller of any change in contact information. Buyer is encouraged to list Seller as a secondary contact if Buyer wishes to permanently identify Puppy through the use of a microchip or tattoo registry.

(d) Buyer agrees to submit Puppy to a veterinary examination (hereinafter “the Examination”) within five (5) days of the date of this Agreement. If Puppy is found to have a physical or mental defect or other serious health condition at the examination not already disclosed by the Seller to the Buyer, Buyer is to return Puppy to Seller and Seller will replace the puppy from current or next litter upon Seller’s receipt of written documentation from the veterinarian of his/her findings at the Examination, to be received within ten (10) days of the date of this Agreement. No replacement will be made if Buyer fails to submit Puppy to the Examination, if the veterinarian of Buyer’s choice fails to identify a physical or mental defect or other serious health condition at the Examination, or if Buyer fails to provide written documentation from the veterinarian of his/her findings at the Examination in a prompt and timely manner.

(e) Buyer acknowledges that Seller cannot guarantee that Puppy will achieve any particular titles (i.e. conformation championship, performance titles, etc.) Buyer is encouraged to notify Seller of any pertinent accomplishments of Puppy, i.e. titles awards, or other accomplishments recognized by the American Kennel Club or other registry or organization.

(f) In the event Buyer is unable to keep Puppy for any reason, Buyer agrees to immediately contact Seller. And make return of Puppy. No refund of the purchase price will be made. If Seller exercises their option to accept return of Puppy, Buyer agrees to transfer full ownership and registration of Puppy to Seller and provide a copy of veterinary records to date.

(g) In the event of Buyer’s death, Puppy will either remain in the Buyer’s household, be transferred to a member of Buyer’s family, or Seller will be given the option to accept return of Puppy without payment of monies by Seller to Buyer’s estate or heirs. In the event of Buyer’s death, this Agreement will be binding on Buyer’s estate and heirs.

(h) Buyer agrees that Puppy has been sold for the purposes of (breeding__ show__ pet__) and therefore the Puppy will receive a Registration with the American Kennel Club so that any offspring of Puppy may be registered with the American Kennel Club. Buyer agrees that any puppy bitch will not, under any circumstances unless agreed to in writing by Seller, be allowed to be bred and produce more than four litters in her lifetime.

(I) If puppy has been sold on a Co ownership agreement for puppies back to the Seller will have 100 % control in the said stud dog. At 10 weeks of age seller will pick 1st and 3rd pick puppy and at that time seller will sign over said puppy to buyer. And this will end the Co Ownership agreement.

(J) Any change or addition to the AKC Registered name other then what appears on this contract will void all stated warranties by Sellers. And result in the immediate return of said puppy to Seller's with no refund to said Buyers.

7. Remedies.

In the event that Buyer breaches this Agreement, Buyer must forfeit Puppy to Seller without refund of the purchase price.

In the event that Seller breaches this Agreement, Buyer's damages are limited to the purchase price of the Puppy.

This Agreement shall be governed by the substantive laws of the State of Indiana, without regard to conflicts of law provisions. The parties agree to submit to the personal jurisdiction of the State of Indiana.

8. Miscellaneous.

(a) Any changes or additional terms to this Agreement must be in the form of an Addendum and signed by both parties.

(b) If any provision of the Agreement is or becomes void or unenforceable by Force or operation of law, the other provisions shall remain valid and enforceable.

(c) The entire Agreement between the parties is contained herein.

Executed this _____ day of _____, 2010.

"Seller"

Geran's German Shepherds
Evansville, Indiana

"Buyer"
