

SALES CONTRACT + HEALTH GUARANTEE

*NO BREEDING RIGHTS

This puppy, to the best of our knowledge, is completely healthy. Buyer agrees to have puppy examined by a licensed veterinarian of their choice within 7 business days of receiving the puppy and to have the Veterinary Examinations Report completed by the veterinarian. This report must be mailed to the address below within one week of examination to keep the 1-year health guarantee section of this contract VALID:

BLACK SHEPHERD FARMS
853 Q AVE
JEFFERSON, IA 50129

If a licensed veterinarian finds the puppy to be in poor health within 5 business days of sale date, the puppy must be returned to the Seller at the expense of the Buyer and proof of any health issues must be documented by a licensed veterinarian and sent or presented to the Seller by/at the time of return. A replacement of equal value will be given to the Buyer with the return of the puppy, which may include a replacement puppy, if there is one available, or the Buyer may also request a full refund in equal amount they purchased the puppy for. There is no guarantee of exact match in color or pedigree of the replacement puppy. No other options may be fulfilled unless agreed upon by the Seller.

|1. PRIOR TREATMENTS|

Your puppy has been health checked and given standard vaccinations by a licensed veterinarian before it left our home. He/She has been treated to prevent parasites, viruses, coccidiosis, giardia, and acquired worms. Our guarantee **does not** cover symptoms or treatment of these conditions after it has left our premises as they can be easily retreated should these conditions occur in the future.

|2. 1-YEAR HEALTH GUARANTEE|

In the event that this animal is diagnosed with a congenital/genetic defect within **one year** from the date of birth, compensation will be made to the buyer with one of two options: Seller will reimburse buyer *one-half* the purchase price of the puppy OR Seller will offer to replace the puppy when another one becomes available. There is no guarantee of exact match in color or pedigree of the replacement puppy. No other options may be fulfilled unless agreed upon by the Seller. All guarantees are limited to just that. A written and detailed report from the attending licensed veterinarian must be provided that proves conclusively that a pre-existing problem is present in the animal and that the defect is not of environmental nature. This includes hip problems that could have been induced by a prior injury, stress or excessive weight. Adequate documentation from the attending licensed veterinarian must be received by the Seller **within 10 days** from the diagnosis before compensation will be made, otherwise this section of the contract will be terminated immediately. *All veterinarian fees will be paid by the Buyer.* Seller reserves the right to confirm the veterinary results before the refund OR replacement is given. This 1-year health guarantee is VOID in the event of undeterminable or inconclusive veterinary diagnosis. This guarantee **does not** include any illness/defect due to reasons un-relatable to a congenital/genetic defect such as: pregnancy complications, the ingestion of foreign objects, improper food or care, contact with chemicals, or physical injuries.

|3. BREEDING RIGHTS|

This animal is **NOT** being sold with the express ability to sire or whelp puppies. An AKC Limited Registration will be present on the animal's registration papers, meaning that the dog is registered but no litters produced by this dog are eligible for registration. A dog registered with an AKC Limited Registration shall be ineligible to be entered in a breed competition in a licensed or member dog show. It is eligible,

however, to be entered in any other licensed or member event. Limited Registration helps breeders protect their breeding programs. If it is found that this animal was used for breeding, a penalty fee of \$8,000 must be paid to the Seller by the Buyer. If full compensation is not made within 4 months of Seller's initial notice to Buyer, legal action will take place by the Seller and this document will be used against Buyer in a court of law.

If the Buyer decides they would like to purchase breeding rights for this animal after the penalty fee is *paid-in-full*, a payment in the form of cash must be provided to the Seller, who ultimately decides the purchase price of this right. Once the Seller receives payment, the application to revoke the "Limited Registration" status on this animal's registration certificate will be sent to be processed by the AKC. Once processed, the AKC will send a full registration certificate to the animal's listed owner. *Seller will ultimately decide if breeding rights will be granted to Buyer.*

|4. NOTE TO BUYER|

Seller does not guarantee the ability to housebreak this puppy. Please do not purchase a puppy if you cannot give it the proper time and care it needs. Remember, you as the Buyer are responsible for giving this animal care, safety, love and attention. Provide vet care, vaccinations, deworming and dental care annually to prevent complications for your pet. No guarantee is given concerning the level of shedding this animal may exhibit, size, color, confirmation, trainability, or breeding ability. If Seller feels at any time in this animal's life that it is not being properly cared for, the Buyer must return the animal back to Seller at the Buyer's expense, along with Buyer's signature on registration papers and titles for owner transfer.

|5. RETURNS & REFUNDS|

*In the event that the original Buyer is unable to keep this animal, for any reason, He/She agrees to give Seller the first option to take the animal back under terms decided by the Seller; this includes but is not limited to a partial refund. If it is found that this animal has been sold before contacting the Seller first, there will be a **penalty fine** in an amount determined by the Seller.*

Seller will consider compensation only if the conditions detailed in the above contract/guarantee are met. If the puppy has not visited a licensed veterinarian as agreed within the 7 business days and the Seller has not been mailed the report, the 1-year health guarantee will be VOID. This guarantee accrues to the benefit of the original buyer ONLY. It is nontransferable and will become VOID in the event this animal has been sold, leased, or is no longer under the direct care, custody, and control of the original Buyer. There are no cash refunds. All sales are **final**.

The entire agreement between the two parties is contained here-in. In the event of any dispute, Iowa will have jurisdiction over the matter in Greene County. With this contract, the Buyer and Seller understand and have agreed to the above terms and conditions, indicated by their signatures below.

DATE OF SALE _____

Signature of Seller(s):

Signature of Buyer(s):

