

Vom Einzelgänger Puppy Agreement

This agreement made the ____ day of _____, by and between:

Buyer:

Name: _____

Address: _____

Phone: _____ Email: _____

- AND -

Seller:

Name: _____

Address: _____

Phone: _____ Email: _____

The following Deutsch Kurzhaar puppy was born on 11.12.2020 of Ariana von der Fleur de Lis (dam) and Androscoggin von der Nezinscot (sire) and is hereby sold to the undersigned for the total purchase price of \$2,000.00, which must be paid in full before the dog is released to the new owner. The seller by accepting a deposit for the dog requested, agrees to hold the puppy for the buyer until release time. Deposit is non-refundable after two weeks and will be subtracted from the total sale price. Upon payment of the sum of \$2,000.00 paid by the Buyer to the Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following dog (the "Dog") to the Buyer:

| | |
|--|-----------------------------------|
| Registered Name: | Color: |
| Breed: Deutsch Kurzhaar (DK) | Sex: |
| Registration Number: | |
| Sire Name: Androscoggin von der Nezinscot | Sire Zuchtbuch-Nr: 0536/18 |
| Dam Name: Ariana von der Fleur de Lis | Dam Zuchtbuch-Nr: 0199/18 |

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

Date: _____

Signature of Buyer: _____

Prelude

The seller hereby certifies that _____ was vet checked by _____, PA on _____ and the Dog was given a clean bill of health and administered his/her first round of vaccinations. A copy of the veterinarian's health certification is provided to the Buyer at the time of sale as well as information on when the Dog was wormed by the seller. This puppy is also microchipped. The microchip information is provided to the Buyer at the time of sale.

The Seller has disclosed any genetic propensities within the parents' lines of which she is aware. Therefore, the Seller does not guarantee this puppy, but will address any genetic or behavioral problems on an individual basis. There are no other health guarantees (written or verbal) provided to the Buyer of this puppy. Many factors such as diet, nutrition, gastrointestinal, weight, temperament, environmental exposures to chemicals, flea and tick products, housing, veterinary preventative and medical care, etc. may influence the health and longevity of the puppy throughout puppyhood or it's adult life.

Section 1- Agreement

1. In the event that the Buyer is unable to keep the dog, the Seller has first right of refusal to take the dog back. The Seller will agree to pay the Buyer half of the original purchase price. The Seller will assume all costs associated with return of the dog.
2. Seller reserves the right to pick the dog for the Buyer unless otherwise agreed upon in writing.
3. Proof of neutering from a veterinarian is required to change ownership from Seller to Buyer. The dog shall not be neutered until the Seller has consulted the Buyer and has waited until at least 36 months of age. The Buyer agrees to allow the Seller to collect semen from the dog prior to neutering. All fees associated with the collection of Semen are the responsibility of the Seller.
4. The dog must be evaluated by the Buyer's Veterinarian within 5-10 days of purchase. If any serious health problems are identified by Buyer's Veterinarian then the determination of what constitutes one of these health concerns is to be by the unanimous agreement of two veterinarians, agreeable by both parties. One of these is to be a tenured faculty member of an accredited University teaching hospital or Board Certified in the applicable specialty. Cost of the opinions is to be assumed by the Buyer. A letter from all examining veterinarians is necessary, stating the date of the exam and the complete diagnosis. At that time a full refund of the Purchase Price will be issued. All costs and arrangements for returning the puppy will be the sole responsibility of the Buyer. If, within 10 days after the date of purchase, the dog purchased from Seller is determined, through physical examination, diagnostic tests or necropsy by a veterinarian, to be clinically ill or dies from any contagious or infectious illness or any parasitic illness which renders it unfit for purchase or results in death, the Buyer may exercise one of the following options:

Date: _____

Signature of Buyer: _____

- (1) Return the dog to the Seller for a complete refund of the purchase price within the time frame provided below.
- (2) Return the dog to the Seller for a replacement dog of equal value, providing a replacement dog is available.
- (3) Retain the dog and be entitled to receive reimbursement from the Seller for reasonable veterinary fees incurred or attempting to cure the affected dog, subject to the limitation that the Seller's liability for reimbursement shall not exceed the purchase price, not including sales tax of the dog. This clause shall apply only if the Buyer's veterinarian determines the dog's illness can be treated and corrected by procedures that are appropriate and customary. The value of these services is considered reasonable if comparable to the value of similar services rendered by other licensed veterinarians in reasonable proximity to the treating veterinarian. Reimbursement shall not include the costs of the initial veterinary examination fee and diagnostic or treatment fees not directly related to the veterinarian's certification that the animal is unfit for purchase pursuant to the section. If, however, the Buyer's veterinarian determines the dog's illness is incurable, only the options in clauses (1) and (2) of this subsection shall apply.

For the purposes of this subsection, veterinary findings of intestinal and external parasites shall not be grounds for declaring the dog unfit for purchase unless the dog is clinically ill or dies due to that condition. A dog shall not be found unfit for purchase on account of injury sustained or illness most likely contracted subsequent to the date of sale. If, within 30 days after the date of purchase, a dog purchased from a Seller is certified through physical examination, diagnostic tests or necropsy by a veterinarian that the dog has died from a defect which is congenital or hereditary and which adversely affects or affected the health of the animal, the Buyer may exercise one of the options as provided in clauses (1), (2) and (3) of this subsection. Remedies available under clauses (1), (2) and (3) of this subsection shall also apply to replacement dogs.

A veterinarian's certification of illness, congenital or hereditary defects or death shall be necessary for a refund or replacement or to receive reimbursement for veterinary costs if the dog is retained by the Buyer and treated for illness or congenital or hereditary defect as provided in this section. The veterinarian's certification shall be supplied at the Buyer's expense. The veterinarian's certification shall state the following information:

- (1) The Buyer's name and address.
- (2) The date the dog was examined.
- (3) The breed and age of the dog.
- (4) (i) That the veterinarian examined the dog.

Date: _____

Signature of Buyer: _____

(ii) That the dog has or had an illness as described in subsection (2) of this section or a defect as described in subsection (2) of this section which renders it unfit for purchase or which resulted in its death.

(iii) The precise findings of the examination, diagnostic tests or necropsy.

(5) The treatment recommended, if any, and an estimate of the actual cost of the treatment should the Buyer choose to retain the dog and seek reimbursement for veterinary fees to cure or attempt to cure the dog.

(6) The veterinarian's name, address, telephone number and signature.

Within two business days of a veterinary examination which certifies illness, defect or death, the Buyer shall notify the Seller of the name, address and telephone number of the examining veterinarian. Failure to notify the Seller or to carry out the recommended treatment prescribed by the examining veterinarian who made the initial diagnosis until a remedy as provided for in subsection (2) of this section shall result in the Buyer's forfeiture of rights under this section. Subsection (2) of this section shall not apply where a Seller who has provided a health certificate issued by a veterinarian and discloses in writing at the time of sale the health problem for which the buyer later seeks to return the dog. Such disclosures shall be signed by both the Seller and Buyer. Where the Seller has provided a guarantee of good health, subsection (2) of this section shall apply regardless of whether the Seller disclosed the health problem at the time of sale.

The refund or reimbursement required by this section shall be made by the Seller not later than 14 days following receipt of the veterinarian's certification that the dog is unfit for purchase or has died from a condition defined as unfit for purchase in this section. The certification shall be presented to the Seller not later than five days following receipt thereof by the Buyer.

In the event that the Seller wishes to contest a demand for refund, replacement or reimbursement made by a Buyer pursuant to this section, the Seller shall have the right, within two business days of notification by Buyer of a condition which renders the dog unfit for purchase as required in the above subsection, to require the Buyer to produce the dog for examination by a licensed veterinarian designated by the Seller. Transportation to the Seller's veterinarian is at the Buyer's expense. The veterinarian's fee for this examination, including any diagnostic tests or necropsy shall be paid by the Seller. If the dog is incapable of being transported because of being hospitalized, the Buyer's attending veterinarian shall provide all relevant information regarding the case as requested by the Seller's veterinarian. Unless the dog is hospitalized, failure to produce the dog within two business days from examination by the Buyer will nullify any obligation to replace, refund or reimburse by the Seller. Upon examination, if the Buyer and the Seller are unable to reach an agreement which constitutes one of the options set forth in this section within fourteen days following receipt of the dog for the examination, either party may initiate an action in a court of competent jurisdiction.

Date: _____

Signature of Buyer: _____

Note: Provided there is no damage to the dog brought on by accident, abuse and/or neglect, Buyer may return the dog to Seller for a full refund for any reason within three (3) days following the date of purchase, provided Buyer pays all transportation costs to Seller's address listed herein.

5. Buyer, having initially inspected the dog, is completely satisfied with and waives any and all claims regarding the dog's conformation, and outward appearance (meaning the dog meets the breed standards at this age).
6. This dog is being sold for the sum of \$2,000.00 to be paid in full on or before the day of pickup.
7. Buyer agrees to perform hip and elbow certifications through the North American Deutsch Kurzhaar Club at 12 months of age. All results must be shared with the Seller.
8. Buyer agrees to indemnify, defend, and hold Seller, its affiliates and agents, harmless from and against, any loss, cost, liability, claim, expense, penalty or fine, including reasonable attorney's fees, arising out of the ownership of the DK.
9. The DK will not be subjected to abuse by either humans or other animals. This includes but is not limited to a lack of appropriate housing, neglected vaccines, feeding, and grooming. Nor shall it be sold or traded for any form of research. It may not be a prize in a raffle or auction nor sold to a broker or pet store. The DK will not be given to a rescue before the Buyer is contacted for first right of refusal. If the Buyer is convicted of a crime involving animal cruelty or neglect by court of law, the Buyer agrees to return the DK without a refund to the Seller, sign the registration papers back to the Seller, and pay all expenses incurred with the return of the DK.
10. The Buyer agrees to return the DK to the Seller; forfeit all rights of ownership, sign and transfer all registration papers, pay court costs and attorney fees incurred by the Seller to regain legal and physical possession of this DK if any of the conditions in this contract are not met. The remainder of this Agreement will be considered null and void.
11. This agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
12. Unless required by law, Buyer agrees that the Rabies vaccine is not to be given in combination with any other vaccine and not before six (6) months unless there is risk of exposure to rabid animals.
13. The Seller reserves the right to inspect the conditions under which the dog is living. To facilitate this, the Buyer will promptly notify the Seller of any change of address or telephone.
14. The Seller should have access to all of the dog's x-rays, veterinary reports and medical records promptly upon request.
15. If the dog requires veterinary care as a result of neglect or abuse by the Buyer or their agent, these costs are the responsibility of the Buyer.

Date: _____

Signature of Buyer: _____

If any of the above conditions are not adhered to by the Buyer, the contract has become breached and the Seller will have the right to repossess the dog from the Buyer. The contract is considered null and void as stated in (10).

GUARANTEE OF GOOD HEALTH

As of the date hereof, the dog is in good health and free of communicable diseases. The Seller warrants that the dog being sold is free of and does not exhibit any signs of any contagious or infectious disease, is free from and does not exhibit any signs of any defect which is congenital or hereditary except if noted below; and does not exhibit any signs of being clinically ill or exhibit any signs of a parasitic infestation on the date of the sale.

THE SELLER HAS PROVIDED A WRITTEN COPY OF THE PENNSYLVANIA PUPPY LEMON LAW TO THE BUYER. BY SIGNING BELOW BOTH THE BUYER AND SELLER HAVE ACKNOWLEDGED AND THE BUYER FULLY UNDERSTANDS THE LAW.

Date of Signature

Seller

Date of Signature

Buyer

Date:_____

Signature of Buyer:_____