

# BROWARD SHEPHERDS, LLC.

Puppy Purchase Contract

#### Today's Date:

- Buyer:
- Address
- City:
- Phone Number:
- Email:

The Breeder/Seller David Faccini, as Broward Shepherds, LLC and Buyer

Hereby agree as follows: The Seller hereby sells a German Shepherd Puppy to the Buyer for the amount of \$XXXXX. Deposit via GOOD DOG for \$500 received XXXXXXX.

AKC Registered Name: (First name) vom Broward Haus

- Microchip#:
- AKC #:
- AKC LITTER #:
- Sire:
- Sires Registration #:
- Sire Microchip:

Sellers Representations:

Please Read & Initial the Following:

Birth Date: Color: Gender: Dam: Dam Registration#: Dam Microchip:

\_\_\_\_\_ I have visually inspected the overall appearance and demeanor of the puppy and I approve. A puppy's temperament is at its initial stages. The temperament is genetic, however it can be greatly influenced by it's environment and socialization experiences.

The puppy is guaranteed to be healthy upon release to Buyer to the best of our knowledge. We the Seller guarantee that all vaccinations and deworming's have been given as stated on the vaccination schedule.

For the protection of buyer and seller, the puppy is required to be examined by a licensed veterinarian within 72 hours after delivery/pickup of purchase date on this contract. You can call ahead prior to the date of pick up to set an appointment. If an appointment is scheduled outside of the 72 hr. window we must be notified.

A copy of examination is to be emailed to BrowardShepherds@gmail.com once the exam is concluded for our records. If this puppy is found to have a life threatening hereditary or congenital defect or any major health problem at this exam, a replacement puppy of equal value will be given upon verification of our kennel veterinarian.

The Seller will decide the decision of a replacement puppy since the decision is made based on a health condition found.

Seller must be notified within 24 hours after the exam of the findings and shown proof of condition from Buyer's veterinarian. This puppy must be returned to the Seller/breeder within 24 hours at no cost to the breeder with a signed document from the licensed veterinarian stating the defect or problem. We the breeder are not responsible for any veterinarian bills acquired by you the buyer and must be verified by our veterinarian.

This guarantee does not cover uneven bites, undescended testicles, injuries, fleas, mites, ringworm, kennel cough, hernias, coccidia, giardia, or any other intestinal worms/parasites, as they are common in dogs and puppies. The breeder will not be responsible for Parvo, Distemper, or Corona Virus after 48 hours of the sale, as these are highly contagious diseases and they can be contacted immediately after leaving our home. Failure to provide examination results will render this Health Guarantee null and void

#### Warranty:

Our 24-month Guarantee (age of dog Day 1 to 24 months of age) **covers any congenital lifethreatening disease**, Orthopedic Foundation for Animals ("OFA") **certification of hips & elbows (fair, good, normal, or excellent) IS NOT COVERED.** A *copy of the veterinarian report* is to be emailed to Info@Browardshepherds.com before the guarantee is approved and accepted.

Buyer must, during the dog's 12 month of age, have the dog's hips and elbows digitally x-rayed by a license veterinarian at Buyers' expense. The x-rays must be sent to "OFA" for PRELIMINARY CERTIFICATION. A copy of the results from OFA AND the original x-rays must be sent to Seller by Buyer within 30 days after notification from "OFA" stating the results of the "OFA" PRELIMINARY CERTIFICATION in order for the full 24-month guarantee is to be honored. Failure to do so will result in the 24-month guarantee to be null and void.

If the dog does not receive a passing rating from "OFA" of (Fair, Good, normal or excellent) between 18-24 months of age, the buyer can: **keep** the puppy and receive a replacement pup of equal value from next available litter in line of deposits placed. Breeder requires proof of spay or neuter of the dysplastic pup before honoring guarantee.

By signing this contract, the buyer acknowledges they have been informed young bones do not properly calcify until 12 months of age. Buyer acknowledges we will guarantee the hips and elbows until 24 months of age, providing the buyer agrees they will not allow environmental conditions to adversely affect the development of the hip and elbow structure.

Buyer will provide a certified nutritionally complete food that will not promote excessive growth or obesity. Buyer will provide regular moderate exercise. The buyer is aware if they allow the dog to engage in activities that would stress the hips before the age of 11 months the hip and elbow guarantee becomes null and void. Activities include, but not limited to, exercise on hard unyielding surfaces, continuous running, repetitive jumping, jumping higher than their elbow, training in competitive dog sports, or any activity that may cause injury

### Testicle policy:

This section applies only to male Dogs. Seller does not offer any guarantees the dog will have two testicles. It is not uncommon for the testicles to drop as late as 6 months old. If the dog is purchased for the sole purpose of show and/or breeding then Seller will have the puppy checked for two testicles at 8 weeks old or before leaving Seller's home. In case that the puppy is found to have only one testicle or none prior to leaving seller's home, a refund of the deposit will NOT be made, but rather the Buyer can roll the deposit over to next available male puppy of equal value in order of deposits already placed. We reserve the right of verification.

#### Ears:

The seller does not offer any guarantees on the dog's ears. This is since diet, ear handling and proper nutrition can affect whether ears stand. It's normal for a puppy's ears to go up and come back down during teething. Seller recommends giving your puppy raw meaty knucklebones to help strengthen the ears. Only give bones when the dog is being supervised. Never give your puppy cooked bones or rawhide. Seller also recommends feeding a high protein grain free diet or complete raw meat to help strengthen the ears. De-worming your puppy also helps ears stand. Please do not touch or handle your puppy's ears, this can damage the cartilage and prevent them from standing. Seller highly recommends giving your puppy Osteo Biflex Nutra Joint with gelatin if ears are not standing by 5 months old.

#### Cow Hocked/Loose Ligaments

Many pups at young age can look slightly Cow Hocked due to the different growing stages of their bones, along with lack of young muscle tone and strength of young ligaments. Hockiness or Cow Hocked puppies do not have any relation whatsoever to hip or elbow dysplasia, general looseness, or lack of strength in the ligaments of the hocks can be almost tightened up with exercise designed to tighten up the ligaments. This Is NOT covered by our Guarantee.

### Breeding:

Buyer agrees not to breed dog until that dog reaches 24 months of age or contract is null and void. Further Buyer agrees to breed to enhance the breed, to conform to the breed standard, and not to sell any offspring from the dog in any pet store or wholesale outlet. Buyer agrees to have the female/Male spayed on or before the age of eight years or obtain a vet health certificate stating it is healthy enough to breed.

#### Temperament:

Temperament is genetic, however it can be greatly influenced by it's environment and socialization experiences. Train accordingly. We the breeder, are not responsible for it's overall disposition

#### <u>Non-Refundable Deposit</u>

Buyer acknowledges that the Deposit is <u>non-refundable</u> in all circumstances, including but not limited to if Buyer decides he/she does not want or is no longer able to take the puppy. Upon receipt of the Deposit, Breeder agrees to hold the puppy for Buyer until it has been weaned and is ready for pick up.

If Buyer feels their choice of coat or sex was not produced, Buyer may roll deposit to the next available litter of Seller. Under cases where Buyer rolls the deposit to another litter, Buyer understands others may already be under contract on the future litters and Buyer will be placed in pick order following those who have already contracted.

Buyer further acknowledges and agrees that (a) Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected; (b) the Deposit gives Buyer a "pick" place, but does not guarantee a puppy or that Buyer's preferences will be available when it is Buyer's turn to pick; (c) pick places are given on a first-come first served basis and Buyer's place in line is not negotiable; and (d) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult.

All payments under this Agreement shall be made in US dollars and paid to Breeder via Good Dog <u>https://paygooddog.com/broward-shepherds</u>, Cash, Zelle (954) 470-0470 (BrowardShepherds LLC)

## REGISTRATION

Registration papers and dog will be furnished to the Buyer upon clearance of all funds and payable to Seller. Failure to register or transfer ownership in AKC (American Kennel Club) records within 6 months of this contract will result in forfeiture by Buyer of any guarantee.

## SELLER RE<mark>SERV</mark>ES <mark>FIRST RIGHT OF REFUSAL</mark>

In the event that the Buyer can no longer keep the aforementioned puppy from Broward Shepherds. The Breeder is always willing to accept a canine back in any event but will not offer any monetary refund. If the Buyer must return the animal for any reason it will be on a surrender basis only with no refund, Breeder will help the Buyer re-home the animal if needed. The animal is NEVER to be taken to a shelter!!!

### LIMITATION OF THE CONTRACT

This contract applies to the original/aforementioned puppy only and is not transferable to a second party. Remember, no replacement puppy option is available if the dog is bred and only ONE replacement puppy will be provided per client if deemed warranted.

## LEGAL

If either Buyer or Seller takes any legal action to enforce any part of this Contract, action shall be initiated in the county of Seller's residence being that of Broward County, State of Florida and any legal fees and court costs shall be the responsibility of the party found to be in default.

The Buyer acknowledges that he or she has read, understands and agrees to the terms of this Health Guarantee and Sales Agreement.

I, \_\_\_\_\_, the Buyer of said puppy, hereby acknowledge that I have received a copy of this document as well as the puppy's health certificate signed by a Florida veterinarian. Furthermore, I accept the terms and conditions of this Health Guarantee for hereditary disorders printed in this document, I waive and relinquish any other rights that I might otherwise have in the event of such occurrence.

This Health Guarantee and Sales Agreement must be initialed & signed as acceptance of the puppy. A signed copy from the Breeder will be returned to the Buyer and will be included in the puppy's informational packet.

The final Sales signed contract represents/supersedes any and all, if any, previous agreements and *All Sales are FINAL; no monetary refund will be given for returned puppy or dog*.

BUYER AGREES THAT HE/SHE UNDERSTANDS THIS CONTRACT FULLY:

Breeder/Seller: David Faccini/Broward Shepherds

Phone: (954) 225-1328

Email: Info@BrowardShepherds.com