

Crooked River German Shepherds Puppy/Dog Contract

Breeder Information:

Crooked River German Shepherds
Kelly L Nash
5218 Eberly Road
Atwater, Ohio 44201

Phone: (330) 328-1970
Email: kelly@crooked-river.com
Website: <http://www.crooked-river.com>

Above hereinafter referred to as "Breeder" Contract Number: _____



Buyer(s) Information:

Buyer(s) Name(s): _____

Address: _____

City, State, and Zip: _____

Phone: (_____) _____ Cell: (_____) _____

Email: _____



Puppy Information:

Today's Date: _____ Puppy's Weight: _____

Registered Name (if applicable): _____

Collar Color (if applicable): _____ Puppy -or- Adult

Date of Birth: ____/____/____ Gender: Male / Female

Registry: AKC UKC Other: _____ None

Microchip #/Company: _____

Hereinafter referred to as "Puppy/Dog"

Sire's Name: _____

Dam's Name: _____

Registry: AKC UKC Other: _____ None



Crooked River German Shepherds Limited Registration Contract and Policies

Payment:

A non-refundable deposit in the amount of \$300 is required to reserve your puppy. Deposits are transferable to another litter with the written approval of the Breeder. Deposits can be made by personal check but the check must have time to clear before the puppies 6 week old mark. If you purchase a puppy over 6 weeks old we require that you pay for the puppy in full.

If you have placed a deposit on a puppy before the puppy is 6 weeks old, the remainder of the puppy price must be paid by the time the puppy is 6 weeks old. If the puppy is being shipped, any and all shipping costs must also be paid at this time. The reason we do this is to ensure that the puppy is sold. Unfortunately, if we wait too late to receive payment and something goes wrong we will have to try to re-sell the puppy at an older age and this can be hard to do. This way if the puppy price is not paid by the 6th week we have time to find the puppy another home and he/she will still be able to leave our kennel by 8 weeks old. If you do not pay for your puppy by the 6th week then the puppy is considered abandoned and we will be forced to sell the puppy to another buyer. Final Payments can be made by personal check but the check must have time to clear before the 6 week old mark. If you make your payment right at the 6 week mark we require cash, money order or bank cashier check.

Puppy Price: \$ _____

Plus Shipping Charge to be paid by Buyer \$ _____
(Shipping is not included in purchase price of puppy)

Minus Deposit Received: \$ _____ Date Paid: _____

Payment Received: \$ _____ Date Paid: _____

Remaining Balance: \$ _____ Date Paid: _____

Shipping (If applicable):

Airline Shipping:

Shipping is not included in the price of the puppy. Puppy, crate, health certificate for flying, and shipping charges must be paid for in full, with a postal money order/cashiers check, cash (if local so that I can issue you a receipt) no later than 2 weeks prior to shipping.

Shipping will take place between the 8th and 9th week birthday. Please be prepared to accept your pup in this time frame. You will know as soon as I do when your pup will be arriving. Shipping charges are variable. Shipping charges include airfare within the continental United States, a size 200 crate and a signed health certificate from the vet. If the pup has outgrown the size 200 crate and/or gained enough weight to put them over the weight limit for the ticket that was originally quoted then an additional charge will be added to purchase the next size crate. The airlines have strict requirements on crate to puppy sizes. Scheduling flights is difficult at best. Many factors come into play when shipping puppies – a big one being the weather. We will try to accommodate your schedule as much as possible but sometimes this can't always happen. Please be aware and accommodating as well. Breeder will take care of all arrangements regarding shipping.

Car Transport Shipping:

Occasionally if a buyer lives close enough we can deliver a puppy or meet the buyer at a destined spot for a charge. Inquire if you are interested.

Buyer's Initials attesting they have read this page and agree to conditions contained herein: _____

Crooked River German Shepherds Limited Registration Contract and Policies

Terms of Contract:

- 1) Buyer agrees to purchase the puppy described above under the following warranties and conditions.
NO OTHER WARRANTIES OR CONDITIONS ARE NEITHER EXPRESSED OR IMPLIED.
- 2) Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.
- 3) Contract/warranties are only implied between the Breeder and the original Buyer, NOT to a third party.
- 4) Puppy is sold with LIMITED (Companion/Pet) Registration. Limited registration means that any offspring of this puppy will not be accepted for registration with specified registry.
- 5) Puppy/dog is to be registered with _____ by the BREEDER and may NOT be registered by the Buyer with any other registry without prior written agreement of the Breeder. If above listed Buyer is granted permission from the Breeder to register this puppy with another registry then the Breeders kennel name "CROOKED RIVER" must appear at the beginning of the puppy's name when registering. Buyer cannot use Breeder's kennel name in any puppy resulting from the puppy purchased. Buyer cannot have the name "CROOKED RIVER" removed from the name of an already registered puppy.
- 6) Puppy is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

Veterinarian Examination:

- 1) Breeder warrants that the puppy is healthy at the time of sale to the best of Breeder's ability. Breeder will have had the puppy checked over by a veterinarian and a Veterinary Health Certification will be issued by a state licensed Veterinarian and a copy of such will be included in paperwork issued by the Breeder to the Buyer for the puppy.
 - a) Buyer has 3 (three) working days from the date of this contract to have this puppy examined by a state licensed veterinarian to affirm that the puppy is in good health and does not have any genetic defects or is ill.
 - b) If Buyer does not take the puppy to a veterinarian within the specified 3 (three) working days time frame then the health portion of this contract is considered null and void.
 - c) Buyer will not take puppy to any public places or let the puppy interact with any other dogs (unless that dog lives in the same household) until the vet check is performed.
 - d) If the puppy is found to be ill, the Breeder reserves the right to have puppy checked over by one of the Breeder's veterinarians before refund is given. If the Breeder's veterinarian concurs with Buyers veterinarian then 100% of the purchase price minus shipping will be refunded to the Buyer. Shipping costs (if applicable) resulting from shipping the puppy back to the Breeder is the Buyer's responsibility. Buyers must return the puppy to breeder within 3 days of vet check in order to qualify for refund.
 - e) The Breeder is not responsible for veterinary bills resulting from Buyer's vet check or veterinary treatment of the puppy.

Limited Registration:

- 1) Buyer will NOT receive registration papers on LIMITED Registration puppies until proof of spay/neuter being performed on the puppy. Proof of spay/neuter is an original (no copies) SIGNED declaration of spay/neuter performed on the puppy (including name, description and microchip number) performed by a veterinarian including veterinarian's license number, address and phone number. Once breeder receives proof of spay/neuter the registration papers will be mailed to buyer within 6 weeks at address listed on page one of this contract (or new address if Buyer has moved.)

Buyer's Initials attesting they have read this page and agree to conditions contained herein: _____

Crooked River German Shepherds Limited Registration Contract and Policies

Nutrition:

- 1) Buyer agrees to feed a premium quality kibble or raw diet for the life of the dog.
- 2) The following foods/supplements are also recommended (but not required):
 - a) Please read The Great Dane Lady's website (<http://www.greatdanelady.com/>) for feeding and nutritional information regarding large/giant breed dogs. We feel that this web site has invaluable information regarding the health and well being of oversize dogs in general.
 - b) 4 in 1 Probiotics - beneficial bacteria, digestive enzymes, Vitamin C & Barley Grass – First Choice Naturals Phone 1-800-937-1104 (<http://www.firstchoicenaturals.com/Index/showroom.php/pid-5?gid=4>)
 - c) Nzymes – Dietary Enzymes – Nzymes Phone 877-816-6500 (<http://www.nzymes.com/>)
 - d) Nzymes Oxydrops – bactericide, viricide and fungicide (add to water) - Nzymes Phone 877-816-6500 (<http://www.nzymes.com/>)
 - e) Flexicose Glucosamine and Chondroitin - For joint health – Flexicose Phone – 866-486-0421 - (<http://www.flexicose.com/flexicose-pets/index.html>)

Vaccinations/Veterinary Care:

Your puppy is up to date on vaccinations and worming. Included in your puppy paperwork is a record that lists exact dates and what types of vaccinations/worming that were given.

It is important that your puppy receive additional vaccinations necessary to keep it protected against infectious canine diseases.

- 1) Buyer agrees to follow all local, state and federal laws concerning canine vaccinations.
- 2) The Breeder is not responsible for any communicable diseases or reactions from vaccinations once the veterinarian has cleared the puppy in the first check up that your puppy is to have within 3 (three) working days of the contract date.
- 3) Buyer agrees to provide veterinary care when needed or as suggested by their veterinarian.
- 4) Buyer agrees to provide monthly heartworm medication as directed by veterinarian.
- 5) Buyer agrees that by signing this contract that they give the Breeder full permission and authorization to speak to, request documents, disclose, and release, without restriction, all of the puppies health information and medical records regarding any past, present, or future medical condition from any veterinarian or technician that has treated this puppy at any time.

It is suggested that you do NOT take your puppy to parks, pet stores or other public places until they are at least 4 months of age and all vaccinations are completed. The risk of your puppy contracting Parvo-virus, Kennel Cough, Distemper and other communicable diseases is not worth the risk.

Temperament:

- 1) Breeder cannot warranty the temperament of puppies. Both genetics and the environment in which the puppy is raised can affect temperament. We have no control over the environment in which a puppy is raised, therefore we cannot warranty temperament.
- 2) Buyer agrees to attend a Puppy Kindergarten class or a Puppy Obedience class with their puppy.
- 3) Buyer agrees to make all reasonable efforts to properly socialize the puppy.
- 4) Buyer agrees to inform Breeder immediately if the puppy should display any undesirable temperament issues.

If Buyer has any concerns or sees potential problems they should notify the Breeder immediately. By this we mean as SOON as you suspect a concern you should contact the Breeder. Many times the concern can be corrected before it becomes a problem.

Buyer's Initials attesting they have read this page and agree to conditions contained herein: _____

Crooked River German Shepherds Limited Registration Contract and Policies

Genetic Health Warranty:

If, within 1 (one) from the puppy's date of birth, the puppy should develop any proven genetic defect (see conditions below) that severely affects its quality of life the Breeder agrees to replace the puppy at no cost to the Buyer with a puppy of equal value but not to exceed the value of the original purchased puppy. Replacement will be made when a suitable replacement puppy becomes available. This puppy may or may not come from the next available litter. Crooked River German Shepherds reserves the right to make a determination that both parties are better served by refunding the buyer the original purchase price in lieu of a replacement puppy.

- 1) Hips/Elbows: OFA (www.offa.org) Preliminary report rating of Severe Hip Dysplasia or Grade 3 on Elbows qualifies for replacement puppy. Accident or Injury that may have caused this condition does not qualify for refund. X-ray's read by general veterinarians are not acceptable.
- 2) Any other genetic defect that would severely affect the dog's quality of life requires a written statement from the veterinarian as to the severity of the problem and prognosis expected is required before replacement.
- 3) Breeder agrees that Buyer has choice of keeping the puppy or returning the puppy regardless of genetic defect found.
- 4) Buyer assumes all responsibility for transportation charges of replacement puppy to their home or to return a puppy to the Breeder.
- 5) Under no circumstances is the Breeder responsible for any veterinarian or health care bills the puppy may incur due to any illness or defect after contract is signed.
- 6) Breeder reserves the right to an in-house examination of the Buyer's home by either the Breeder or Breeder's designee before the puppy is replaced.
- 7) Breeder reserves the right to have dog examined by a veterinarian of the Breeder's choice for a second opinion at the Breeder's expense.
- 8) Breeder reserves the right to refund the purchase price (not including shipping) instead of providing a replacement puppy.
- 9) In the event that a female puppy/dog conceives a litter the genetic warranty becomes null and void.
- 10) In the event that a male puppy/dog studs a litter of puppies the genetic warranty becomes null and void.

Cosmetic Defects:

- 1) Breeder does not guarantee a certain size, height, weight or color that the puppy will grow into.
- 2) Breeder will not replace puppies due to cosmetic defects such as but not limited to: non-erect ears, missing tooth (teeth), incorrect bite, umbilical hernia, tail kinks/curves, etc.

If the puppy's ears are not fully standing at the age of 5 months (or after teething), the Breeder suggests that the Buyer has the puppy's ears glued or taped by a licensed veterinarian or by the Breeder.

Living Arrangements/Welfare:

- 1) Breeder reserves the right to inspect any prospective home before a puppy is sold and afterwards as well.
- 2) Buyer shall provide a fenced yard and agrees to never chain or tie out the puppy/dog for extended periods of time.
- 3) Buyer agrees that the puppy is to be a house pet only. Extensive time (alone) in outside areas, garage, or tied up outside is not allowed.
- 4) The Dog is to be kept in the Buyer's living quarters.
- 5) The Dog will not be used as an attack dog or guard dog for people, animals, or property.
- 6) Buyer agrees to provide proper and adequate shelter and fresh clean water at all times.
- 7) Buyer agrees to be merciful in discipline.
- 8) Buyer agrees to daily exercise and socialization puppy/dog in amounts appropriate to the age of the dog.

Buyer's Initials attesting they have read this page and agree to conditions contained herein: _____

Crooked River German Shepherds Limited Registration Contract and Policies

- 9) Buyer agrees that electronic “bark” collars will not be left on the dog for more than 8 hours at a time.

Reservation of Rights:

- 1) Breeder reserves the right to enforce this contract in order to protect the welfare of the dog.
- 2) The Buyer expressly grants permission for the Breeder or their designee(s) to visit the Buyer’s home at any time to verify the welfare of the dog.
- 3) The Buyer further expressly agrees that the Breeder may repossess the dog upon any evidence of neglect and/or abuse or upon any breach of this agreement, at no expense to the Breeder and with no refund of any monies to the Buyer.
- 4) If the Breeder does ask for the dog to be returned to the Breeder, due to neglect and/or abuse the dog shall be returned within 24 hours.
- 5) Should the Breeder need to seek legal action against the Buyer for violations of this agreement, the Buyer hereby agrees that he/she/they will assume any and all attorney costs, court fees, and other legal fees incurred in the process of enforcing this contract or of repossessing the dog.
- 6) Any placement costs, maintenance costs, boarding, medical and associated miscellaneous costs, (such as but not limited to retraining, socialization etc.) related to the repossession of this puppy/dog will be the responsibility of the Buyer.

First Right of Refusal:

If at any time, for any reason, the Buyer finds that they are unable or unwilling to continue to care for this dog then the Buyer agrees to contact the Breeder FIRST. The Buyer is required to inform the Breeder of such an issue as soon as possible.

- 1) The Breeder always gets first right of refusal upon decision made by Buyer to re-home the puppy sold to them by the Breeder.
- 2) The Breeder will pay the Buyer ¼ of purchase price of puppy if return is made within the first 2 years. There is no payment by the Breeder to the Buyer for any dog over 2 years old. Shipping is not included in this calculation.
- 3) If the Breeder is for whatever reason unable to take the puppy back, the Breeder must approve in writing the new home for any puppy/dog sold by Breeder. Such permission shall not be withheld unreasonably, but Breeder has the exclusive right to determine the suitability of any potential subsequent owner.
- 4) Buyer agrees to either transport the dog to Breeder, or to pay 50% of the shipping/transportation fees to Breeder’s location.
- 5) Buyer agrees that at the time of transfer of the dog back to the Breeder that all registration papers and medical records will be turned over to the Breeder, and all necessary paperwork will be signed transferring ownership back to the Breeder.
- 6) If the dog has a permanent form of identification, such as a Microchip or Tattoo, the Buyer agrees to contact the agency that the dog is registered with and has the ownership/contact information for the dog transferred into the Breeder’s name. Buyer agrees to have this completed within 24 hours of when the dog is given back into the Breeder’s care.
- 7) Buyer agrees that at no time will they, without prior written permission from the Breeder, sell, give, trade, adopt, place, or re-home this dog to any person, business or organization.
- 8) If Breeder is not notified before the transfer of puppy in any way, a penalty of \$2,000 is owed by Buyer to Breeder.

Buyer’s Initials attesting they have read this page and agree to conditions contained herein: _____

Crooked River German Shepherds Limited Registration Contract and Policies

Required Updates:

- 1) Buyer is required to send twice-yearly updates concerning the dog. These updates should include:
 - a) Two photos of the dog (We'd love to see as many as you want to send!)
 - b) Buyer also agrees that Breeder may use the photos and any particulars of qualifying awards in any future advertising. The photos you send may be used on our website to give other buyers an idea of what we produce here at Crooked River. We are proud of all of our puppies and like to show them off!
 - c) An explanation of any health or temperament issues. (This helps us with our breeding program.)
 - d) General update of how the dog is doing.

Notifications:

- 1) If the Buyer moves from the address stated above, the Buyer shall, within 30 days of the address change, provide the new address and telephone number to Breeder.
- 2) If the Breeder moves from the address stated above, the Breeder shall, within 30 days of the address change, provide the new address and telephone number to the Buyer.

Buyer References:

- 1) Buyer agrees that they must provide the names and phone numbers of two (2) personal references, the name, address and phone number of their current veterinarian, and, if they are living in rental property, the name and phone number of the Owner/Agent of the rental property. Buyer understands and agrees that Breeder/Breeder will be contacting these individuals/businesses to verify personal information concerning the previous/current care of Buyer's pets and/or to assure that Buyer is within their rental agreement rights to own/house a large breed dog.

1st Personal Reference:

Name: _____

Address: _____

Phone Number: _____

2nd Personal Reference:

Name: _____

Address: _____

Phone Number: _____

Veterinarian Information:

Name: _____

Address: _____

Phone Number: _____

Buyer's Initials attesting they have read this page and agree to conditions contained herein: _____

Crooked River German Shepherds Limited Registration Contract and Policies

Landlord/Rental Information (if applicable):

Name: _____

Address: _____

Phone Number: _____

Special Conditions/Addendum:

Special conditions/Addendum of sale: See additional page provided if Addendum is needed. Addendum must be signed and dated by both Breeder and Buyer to be included as part of this contract.

Liability:

Buyer agrees to release and hold harmless the Breeder for any and all liability, damages or injuries caused either directly or indirectly by the puppy/dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by the puppy/dog to any person, whether real or personal, after receiving and acknowledging delivery and possession of said dog. Buyer further agrees to indemnify or reimburse Breeder as a result of any costs or expenses incurred by the Breeder as a result of any act of Buyer causing liability damages or injuries as set forth herein.

Legal Recourse:

Buyer and Breeder agree that this agreement will be governed by the laws of the State of Ohio and if either party initiate's legal actions pertaining to this contract then that action shall be initiated in the county of the state of the Breeder's residence at the time legal action is taken. Any legal fees and court costs shall be the responsibility of the party found to be in default.

Unless this contract is signed in pen and returned to Breeder then all warranties are null and void.

We, the undersigned, have read this contract and had ample time to discuss, have had any questions answered and so understand and agree to its terms and conditions. The written terms of this contract constitute the entire agreement between buyer and breeder. No other written, verbal or implied statements, promises, documents, or writings shall not have any effect on this contract unless whereas stated in the above.

Buyer Signature

Breeder Signature

Buyer Printed Name

Kelly Nash

Breeder Printed Name

Date

Date

Buyer's Initials attesting they have read this page and agree to conditions contained herein: _____

