

## MARCATO GERMAN SHEPHERDS SHOW PROSPECT CONTRACT

All buyers must agree to the below statements, and must sign below before the registration papers will be released. Please understand we maintain these strict terms and conditions with our dogs' best interests at heart.

The German Shepherd Dog, named Marcato's \_\_\_\_\_ has been sold to \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the sum of \_\_\_\_\_.

SEX:

COLOR:

MARKINGS:

BREEDER: Jacqueline Short-Nguyen

DATE OF BIRTH:

PLACE OF BIRTH:

MICROCHIP #:

Sire:

AKC#:

Dam:

AKC#:

### WARRANTEES AND AGREEMENTS

The full purchase price recorded on this contract is based on the following warranties and assumptions by the seller regarding the above-named dog:

1. That the dog is healthy at the time of purchase
2. That the dog, when x-rayed at the age of 24 months (2 years) and no later than 28 months will be free of congenital hip dysplasia and elbow dysplasia
3. That the above dog will be able to compete in conformation shows and performance trials.
4. That the dog is being sold on co-ownership with full AKC registration
- 5a. Co-ownership will be lifted after all health tests have been completed and the seller has received copies of the results
- b. In the event the animal does not pass the required health testing, the co-ownership shall be lifted once proof of surgical sterilization has been given to the seller
6. That the buyer is receiving a puppy with an official AKC registration certificate
7. That the puppy has had the test for degenerative myelopathy sent in to the Orthopedic Foundation for Animals, unless the puppy is clear by parentage, in which case the test is made unnecessary

### Health at Time of Sale

Your dog has had a complete and thorough examination by a veterinarian and is guaranteed to be in a good state of health on departure from our kennel.

At the expense of the buyer a certified veterinarian must examine the dog within a 72 hour period of possession of said dog to certify that the dog is free of hereditary defects and that the dog is in good health. If any physical defects are noted by the veterinarian, the buyer may return the dog to the seller and receive a refund of the full purchase price. Buyer is responsible for all veterinary care after taking possession of the dog.

### Dog Health and Home Care Agreement

1. Buyer will provide quality nutrition, shelter and medical care, including annual veterinary check-ups so as to ensure the physical and emotional well being of the dog. In the event a claim is made of a genetic health defect, the buyer is required to turn over all veterinary records before any compensation is made resulting from such claims.

2. The buyer agrees to feed a quality dog food (no lams, Science Diet, Beneful, etc) and to keep the dog at a suitable weight for its age and size.  
3. The buyer agrees the dog shall never be used for experimental or research purposes.  
4. The buyer agrees that dog shall be kept well groomed, and free of parasite infestations, both internal and external.

5. The buyer understands that should the breeder determine that the buyer is not providing adequate care as stipulated above, the breeder has the right to remove the dog from the buyer's premises and the buyer shall transfer ownership of the dog to the breeder at the time of removal with no refund or charge by the seller.

6. The buyer agrees to contact the seller should the buyer need to part with this dog for any reason. The breeder reserves the right of first refusal.

7. The buyer agrees to divulge to the breeder any hereditary condition that may be detected and to provide copies of the veterinary report to the breeder.

8. The buyer agrees to contact the breeder within 48 hours in the event of the dog's death.

9. The buyer agrees that the seller is not responsible for acts of the dog that are due to buyer's negligence.

The following health testing is **mandatory** and must be completed at the expense of the buyer:

OFA Hips

OFA Elbows

A. Buyer agrees to have the dog's hips and elbows X-rayed by a licensed veterinarian no later than 28 months of age. The buyer also agrees to submit the above x-rays to the Orthopedic Foundation for Animals. A copy of the report from the findings of this X-ray shall be furnished to the seller.

B. Buyer further agrees to maintain the dog at the correct weight for a dog of this breed and age as advised by their veterinarian.

C. If the diagnosis of a congenital malformation of the hips or elbows is substantiated, the seller shall replace the dog with one from a future litter for half price with any shipping expenses to be paid by the buyer, or the seller shall refund half the purchase price for the buyer to apply towards care for the dog should surgery be deemed necessary. The buyer may keep both dogs or return the affected dog.

#### Conditions and Provisions

If the buyer elects to receive a replacement puppy under the terms of this contract, he/she agrees to furnish proof that the dog has been sterilized prior to replacement. If under any circumstances, the buyer decides to sell or otherwise dispose of this dog, the buyer agrees to give the seller the right to repurchase the dog. The repurchase amount will be not more than half the original purchase price until the dog reaches 12 months of age. After the age of 12 months the dog must be returned and no refunds will be made.

If the buyer returns this dog to the seller, the buyer agrees to pay all costs of return. The buyer agrees to make any claims arising out of the foregoing guarantees no later than this dog's third birthday. After that date the seller will no longer be responsible to the buyer in these matters. However, it is understood by the buyer that first right of refusal on the purchase of this dog belongs to the seller for the lifetime of the dog.

#### Breeding Conditions

The dog is being sold to the buyer on full registration and on a co ownership. It shall be understood that any breeding that may occur, accidental or purposeful, before all health testing has been completed with a passing result, will be considered a violation of this contract, rendering all guarantees and agreements null and void

#### Arbitration

It is understood and agreed to by the buyer and seller that this agreement and the purchase and sale of the said dog shall fall under the jurisdiction of the laws of the county and state of residence of the breeder in respect to this agreement, and shall be dealt with as per the laws governing this location.

It is further understood that any circumstances/situations/disputes arising which are not covered within this agreement shall be remedied at the discretion of the breeder and the breeder's decision shall be final and binding.

By signing this agreement of sale, the buyer acknowledges having read this agreement in its entirety and agrees to all terms and conditions within.

Please print the following:

Buyers Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Signature of Buyer \_\_\_\_\_

Date \_\_\_\_\_

Signature of Seller/Breeder \_\_\_\_\_

Date \_\_\_\_\_