

Vom Osuna K9s
Sales Contract & health guarantee

(PG. 1 of 5)

Upon agreement of the terms listed in this contract and purchase price of \$_____, paid by the **BUYER** to the **BREEDER**, the receipt of which is hereby acknowledged, the **BREEDER** grants, sells, conveys, and transfers ownership of the following puppy to the **BUYER**:

Puppy name:	D.O.B:
AKC Registration#:	COLOR:
Male or Female	Purchase price: \$
Pickup date and time:	Deposit: \$ Due before pick up: \$
Limited or Full AKC Registration?	Microchip #:

SIRE: _____ **DAM:** _____

Buyer's name: _____

Buyer's Address: _____

Phone: _____ **Cell:** _____

Email: _____

Additional contact information: _____

Buyer and breeder agree to the following conditions of sale:

The **BREEDER** guarantees that this puppy is a purebred German Shepherd Dog, whose litter is registered with the American Kennel Club (AKC). An individual puppy application is pending final payment. This puppy's registration is offered by Vom Osuna K9s available at no additional charge to the purchaser.

The **BREEDER** states that the puppy is in good health to the best of her knowledge and has received appropriate vaccinations and deworming protocol per age. The **BREEDER** will provide to the **BUYER** a vaccination and deworming report detailing the treatment that the puppy has received while under Vom Osuna K9s care, along with an outline of future care that seller feels is essential to puppy's wellbeing.

The puppy/dog has been examined by a licensed veterinarian. He/She was found to be a normal, healthy, puppy with a sound temperament. This puppy is from an external parasite free zone (no fleas or ticks). Each puppy from Vom Osuna K9s is (D.M.) Degenerative Myelopathy Clear, Normal (N/N) by parentage.

Vom Osuna K9s recommends the **BUYER** have their veterinarian of record complete a physical examination on the puppy within 48 (forty-eight) hours of taking possession of the puppy. The examination costs will be at no expense to the seller.

Vom Osuna K9s
Sales Contract & health guarantee

(PG. 2 of 5)

If the puppy is found to be ill or in poor health, the puppy and veterinary reports will be returned to Vom Osuna K9s immediately. The **BREEDER** will offer the **BUYER** a replacement puppy, pending verification of illness or poor health by the **BREEDER's** veterinarian, as soon as a replacement pet puppy is available. Vom Osuna K9s will not be responsible for illness or health problems that are diagnosed after this time period ends, except those conditions specified below.

The guarantee on dysplasia replacement is in effect until the puppy is eighteen (18) months of age. Vom Osuna K9s will not be responsible for any veterinarian expenses incurred. Neither will Vom Osuna K9s pay for transportation of the original or replacement puppy. The **BUYER** is responsible for the transportation of the original and replacement puppy.

Hip Dysplasia is a malformation of the ball and socket joint of the hip. A dog may or may not become lame because of the disease, depending upon its severity. Although no breeder can guarantee that a puppy will not get hip dysplasia, we are making every effort to avoid such an occurrence by only using stock that have received x-ray views and are prelim or final rated by the Orthopedic Foundation of Animals, SV or FCI.

If one of our puppies were to develop grade III bilateral dysplasia, we will replace the puppy with another of the same quality and gender, only after receiving proof of proper diagnosis. A copy of the original x-ray and OFA letter of diagnosis must be returned to the **BREEDER**.

All payments are final and non-refundable. If you are using an electronic payment system such as: Venmo, CashApp, Good Dog, Paypal Etc., then the full payment must be made before pick up. If the puppy is being delivered or shipped full payment must be made and this contract must be signed and returned to the **BREEDER** before the puppy will be shipped or delivered.

If purchasing the puppy with limited AKC registration the **BUYER** will be required to sign a spay/neuter contract and will be required to spay/neuter their puppy between eighteen (18) and twenty-four (24) months old. If the puppy is spayed/neutered before they are eighteen (18) months old the health guarantee will be voided.

If purchasing the puppy with full AKC registration (breeding rights) the **BUYER** understands that Vom Osuna K9s cannot guarantee that this puppy will be of breeding quality and will not provide a replacement puppy in the event that the puppy doesn't meet breeding standards.

The **BUYER** agrees to have all proper veterinary care and health testing done prior to breeding including but not limited to: wellness exams, Pennhip or OFA hip and elbow ratings, and genetic testing to be cleared of all breed related genetic diseases. The **BUYER** also agrees that the puppy will not be bred until it reaches twenty-four (24) months of age. The **BUYER** agrees that this puppy/dog will only be bred to mates that have the proper health testing listed in this contract.

Negligent breeding of this puppy is considered to be breeding before twenty-four (24) months of age and/or breeding without the proper health testing listed in this contract and is considered detrimental to the breed, to the **breeder's** name, and to Vom Osuna K9s. Acknowledging the intrinsic value of the seller's name and reputation, and the difficulty of precise damage calculations for breach of the contract, the **BUYER** agrees to pay the **BREEDER** \$4500.00 per puppy (alive or dead) born as a result of any such breeding. The original puppy (parent of breach of contract puppies) of the contract will be returned to Vom Osuna K9s immediately at the **BUYER'S** expense, as well as any and all offspring (puppies) born from the breach of contract. All canines involved in the return will immediately and permanently become the property of Vom Osuna K9s.

The **BREEDER** cannot guarantee that any puppy/dog bought under the age of twenty-four (24) months is of breeding quality and does not offer a replacement puppy in the event that the puppy/dog is deemed not eligible for breeding purposes.

The **BREEDER** requires that the **BUYER** attends obedience training classes with the puppy as soon as the puppy has had all of its vaccines and must attend these classes from start to finish. The **BUYER** must also provide proper socialization opportunities for the puppy. German Shepherds are highly intelligent animals. The proper life skills that Vom Osuna K9s have introduced with imprinting must continue throughout the puppy's life. Proof of enrollment in training classes will need to be sent to the **BREEDER** as soon as possible.

The puppy is not to be left solely in a backyard, crate or kennel and will be allowed to spend substantial quality time inside the home with family members. Puppy is sold with the understanding that it is to go to a carefully selected home. The **BUYER** AVOWS the puppy shall become a family member. This is to assure proper development and maintenance of the temperament for which the puppy was bred.

Vom Osuna K9s
Sales Contract & health guarantee

(PG. 3 of 5)

The **BUYER** swears that he/she is not acting as an agent in the purchase of this puppy and that the puppy will remain solely in his/her custody. The **BUYER** further swears that he/she is not associated with a pet shop, puppy mill, or animal broker. The **BUYER** agrees that this puppy is not purchased for resale, nor will it be trained for activities which are illegal, inhumane, or for which it is not suited by reason of temperament or conformation. Specifically, it will not be used as a guard or attack dog or to hunt or fight other animals. German Shepherds raised in a loving family unit will naturally become protective of its home and family. Vom Osuna K9s takes pride in breeding animals that are protective, not aggressive.

The **BUYER** is responsible for all expenses regarding the puppy, including but not limited to: proper care of the puppy, feeding the puppy, veterinary fees involving the puppy, housing of the puppy, training of the puppy, damages caused by the puppy, or legal liabilities in regards to the puppy. The puppy must live at the **BUYER'S** home in which they reside. The **BUYER** is responsible for all transportation costs to and from Vom Osuna K9s on the original and/or replacement puppy.

The **BUYER** agrees to maintain the puppy in good health, will take excellent and responsible care of the puppy, feed and house the puppy properly, provide adequate veterinary care, including but not limited to annual checkups. The **BUYER** will keep all immunizations current according to the puppy's state of residence, within the state's Veterinary Medical Associations Guidelines.

The **BUYER** will keep this puppy contained indoors with the human family unit, in kennel runs, or in a yard with a fence of adequate height and security, when not indoors. The **BUYER** will provide adequate housing for this puppy both in and outdoors. **Buyer** will never tie or chain the puppy out or allow the puppy to run at large. Neither will the buyer allow the puppy to ride freely in the back of an open or exposed truck or flatbed pickup, the puppy must be kennelled for safety.

The **BUYER** further agrees to provide proper exercise to maintain the puppy in proper weight and physical shape. The **BUYER** agrees to prevent stress injuries by not allowing the puppy to jump from heights taller than itself at the shoulder. There should be no forced exercising or running until at least twenty-four (24) months of age. This is to prevent damaging the puppy during formative stages of growth. The **BUYER** acknowledges that failure to meet and follow these requirements can cause crippling permanent injuries.

The **BUYER** agrees that, if for any reason a deposit, a payment, or an original purchase payment paid by personal check or online payment is returned for stop payment, insufficient funds, closed account or any other reason not listed, the **BUYER** will return the puppy to Vom Osuna K9s' property immediately. The **BUYER** will accrue all expenses involved with the repossession as well as the full purchase price of puppy to cover medical expenses, medications, training, advertisement, resocialization, re-temperament testing, AKC paperwork, the breeder's time and other expenses.

Any and all court actions will be held in Lane County Circuit Court 125 E 8th Ave Eugene, OR 97401. All court and attorney fees will be collected from the **BUYER**.

Registration papers will remain with the **BREEDER** until contract payment obligations have been met. The puppy is Vom Osuna K9's property until he/she is paid in full. If for any reason of non-payment, the puppy is returned or repossessed, He/She will be re-sold to another family/buyer. **NO REFUND WILL BE GIVEN**. All deposits are nonrefundable.

This contract applies to the original puppy and original **BUYER** only and is non transferable to a second party. No replacement will be offered if the puppy has been bred, sired, spayed, or neutered outside of the limitations of this contract.

Violation of any terms of this contract renders all guarantees stipulated in this contract to be null and void and will result in the **BUYER** being required to return the puppy to the **BREEDER** immediately. Said notice will be known as verbal, written or a typed notice. The **BUYER** will be responsible for the cost of the puppy's transportation back to the **BREEDER**. If the **BUYER** violates this agreement, he/she will be held responsible for all legal costs the **BREEDER** acquires enforcing this contract.

The **BREEDER** has endeavored for many years to protect the German shepherd breed and her dogs from improper ownership and treatment. The reputation of the **BREEDER** is the result of many years of work and professional experience. Negligent breeding of a bitch or dog from Vom Osuna K9s damages the reputation and value of the seller's name and of other litters.

Vom Osuna K9s
Sales Contract & health guarantee

(PG. 4 of 5)

The **BUYER** agrees that ownership or possession of this puppy will not be transferred, sold, traded or given away to another party or animal shelter without the written consent from the **BREEDER**. The **BREEDER** may accept the return of the puppy at any time the **BUYER** declines to keep said puppy or can no longer give appropriate care for the puppy. However, the **BREEDER** is not obligated to refund any part of the deposit or original purchase price paid for the puppy.

The **BREEDER** neither makes nor implies any warranties or guarantees, expressed or implied, other than those written in the agreement. This includes, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the **Breeder** and **Buyer** with respect to this sale.

If the puppy is not already registered prior to buying, the **BUYER** agrees that the puppy will be registered with the AKC. The name must be in the following format: _____ Vom Osuna.

If, during the course of this puppy's life, the **BUYER** cannot or does not maintain proper care of this puppy, the **BUYER** agrees to notify the breeder and will return said puppy to the **BREEDER** or place the puppy in a home approved by the **BREEDER**. No refund will be provided.

BUYER Initials: _____

This puppy will **NEVER** be surrendered to an animal shelter. If a suitable home approved by the **BREEDER** cannot be found for this puppy, the **BREEDER** will take the puppy back and care for said puppy until an appropriate home can be found.

BUYER Initials: _____

The **BUYER** understands that the puppy is fragile and his/her bones are not fully fused together until around 18 months of age and agree to not excessively run or jog with my puppy or do any improper training that can cause my puppy to develop hip, elbow or other health conditions until they reach an appropriate age. I fully understand that if my puppy develops health issues due to my actions that I will be forfeiting my right to a replacement puppy.

BUYER Initials: _____

The **BUYER** acknowledges that the **BREEDER** represents this puppy as having no known disease or life-threatening congenital defects at the time of delivery or pickup

BUYER Initials: _____

The **BUYER** understands that the **BREEDER** reserves the right to use any pictures sent to us and/or pictures posted on social media, of puppies bred by us, on our website, social media and when advertising our breeding program.

BUYER Initials: _____

The **BUYER** acknowledges that the **BREEDER** has read over this contract with the **BUYER** multiple times and was given the chance to ask any questions needed prior to signing this contract.

BUYER Initials: _____

Vom Osuna K9s
Sales Contract & health guarantee

(PG. 5 of 5)

The **BUYER** understands that they must take their puppy to training classes as soon as they have had all of their vaccines and agrees to taking their puppy to the classes from start to finish.

BUYER Initials: _____

The **BUYER** understands that all payments are final and non-refundable.

BUYER Initials: _____

The **BUYER** understands that if they are using an electronic payment system such as: Venmo, CashApp, Good Dog, Paypal Etc., then the full payment must be made before pick up.

BUYER Initials: _____

The **BUYER** understands that if the puppy is being delivered or shipped that full payment must be made and this contract must be signed and returned to the **BREEDER** before the puppy will be shipped or delivered.

BUYER Initials: _____

By my signature below, I _____ (the **BUYER**), agree to all terms listed above and agree to pay the purchase price agreed upon. I understand that if I do not comply with the terms of this contract that I will be required to return the puppy to the **BREEDER**. I understand that my deposit is non refundable and that I will be responsible for paying the remaining total by the agreed upon pickup date and time or I forfeit my rights to buying this puppy.

Buyer's Signature: _____ **Date of Signature:** _____

Buyer's Printed Name: _____

Breeder's Signature: _____ **Date of Signature:** _____

Breeder's Printed Name: _____
