

WYMAN GERMAN SHEPHERDS

Pet Puppy Sale Contract

Evy Lynn Wyman
Wyman Kennels
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Wyman German Shepherds (Seller) offers for sale a German Shepherd further described as:

REGISTERED NAME: WYMAN'S
SEX: _____ LITTER OR AKC REG. NO.: _____ WHELPED: _____

And whereas _____ (Buyer)
_____ (address)
(_____) (phone number) agrees to purchase the German Shepherd described above for the sum of \$ _____ (purchase price) with the following warranties and conditions. No other warranties or conditions are either expressed or implied.

...Both parties enter into this agreement with sincere intentions for the advancement and preservation of quality German Shepherd and with mutual desire for the best interest in the breed...

1. Seller guarantees that the above-described dog is a purebred German Shepherd. A true copy of its pedigree shall be given to Buyer on or before date of purchase along with pictures, health certificates and additional information of sire & dam.
Buyer will be designated as "Owner" on the original registration. The dog will bear the "Wyman" prefix in its registered name.
2. Seller guarantees this dog is in good health at time of purchase. Buyer will be given a recommended vaccination and feeding schedule for said puppy. Seller recommends that Buyer (at Buyers option and expense) have the dog examined by a licensed veterinarian within 48 hours of purchase to validate this health guarantee. The puppy will be replaced if Seller is supplied with a written opinion of a veterinarian describing any health problems found within this 48-hour period that is life threatening. Buyer shall assume full responsibility for the health, temperament and appearance of the above-described dog following said 48 hours.
3. Buyer agrees to have the dog x-rayed for hip dysplasia upon reaching 24 months of age and no later than 27 months of age AND to send the x-rays to OFA for certification. Heart checked by Cardiologist by age 15 months and sent to OFA for certification. ***Seller recommends/suggests that the dog be x-rayed between the ages of 7- 9 months to determine the preliminary status of the hips.*** Buyer agrees to forward a copy of all certifications to Seller within 30 days of receiving.
4. In the event that the dog's hips do not pass OFA (excellent, good or fair, certified by 27 months of age), the Seller agrees to replace the puppy from the next available litter at no charge to buyer. (Except shipping/health certificate/crate if needed) In the event that the dog's heart is SAS (certified by 15 months of age) then the puppy will be replaced from the next available litter at no charge to buyer.

Guarantee is valid for one replacement puppy only; there is no guarantee as to when the next litter will be bred. In addition, the Seller shall not guarantee hips after the 27 month time frame as stated above. All health checks/certificates have to be done prior to the age of 27 months, after that time the above health guarantees are null and voided. "The Guarantee Above Applies Only To The Original Buyer."

5. Any deposits are non-refundable, nor the purchase price! Only replacements are given if health is bad!

6. Buyer agrees to take proper safeguards for the care and safety of the animal including, but not limited to, a fenced yard, quality shelter, adequate feeding, veterinary care, obedience training and socialization.

Buyer agrees that neither this animal, nor any progeny of this animal shall be used for purposes of vivisection and they shall not be sold by or through any commercial or wholesale establishment, any chain store, catalog sales house, pet store or "puppy-mill." Your Wyman puppy is not to be chained up, or left attended outside unless they are in a confined area, no riding in the back of a pick up without a cover on pick up. No jumping or jump training is acceptable until the dog is at least 18 months old, and Buyer agrees to maintain the proper weight of the dog not allowing it to become overweight (a contributing factor to hip dysplasia) and to attend at least one obedience training class by 8 months of age.

7. Seller will sign said dog on a limited AKC registration to buyer after the time of purchase. But seller will send in the individual AKC registration forms after new owner pays for registration. In the sale of a male, he is to be neutered by one year of age unless agreed upon by Seller to keep him intact. In the sale of a female, she is to be spayed before her first heat cycle, prior to one year of age. Neither a male/female placed on a Pet Contract will be utilized in a breeding program unless the buyer gets written permission from the Seller. Seller can change limited AKC registration at anytime back to open and may also place puppies on open registration for good cause. This will be decided by the Seller at the time of purchase by Buyer.

8. Careful and thoughtful consideration has preceded both sale and purchase of this animal. Seller will be given the first right of refusal in all cases. The puppy will be offered back to the seller at no cost and with no refunds. Even if the buyer is unable to keep said dog due to any circumstances. We do not want our dogs in shelters!

9. Buyer agrees to also get the puppy micro chipped with their vet and write down the breeder as an emergency contact on any microchip forms.

10. The buyer understands that the reputation of a German Shepherd is not good. But buyer agrees that they **WILL** socialize the puppy with strangers and other animals. ***Socialization is very important for this breed!***

11. Buyer is not to euthanasia this dog without notifying the seller prior, unless an immediate life threatening injury or disease has occurred in which the dog is in immediate and excruciating pain and euthanasia is confirmed by a veterinarian as the best option.

12. Seller retains the right to request and receive (at buyer's expense) the results of an autopsy for scientific purposes in the event of **mysterious death** or death by injury to the above dog.

13. Damages: It is set forth that if the above dog is bred or a litter results from a breeding of said dog then the Seller will be entitled to Damages towards her/his reputation. Damages will be sought after in the amount of \$1,000 per puppy that is whelped from breeding said dog even if the puppies are a cause from a male puppy sold to buyer who has allowed a breeding from a Wyman German Shepherd Puppy under the Pet Contract guidelines. It is understood that sometimes accidents do happen; Seller is to be notified immediately if this happens. None of the puppies whelped from an accident will be registered with AKC. And all will be spayed and neutered at 8 weeks of age. If the seller follows the above with having all puppies from an "accident" spayed/neutered prior to being placed in their homes then the buyer can ask the seller to waive the damages of \$1,000 per puppy incident.

14. This Agreement is to be construed according to the laws of the State of Michigan. Any suit by either party against the other shall be brought in the District Courts in and for the State of Michigan and more particularly, in Midland County, Michigan. Buyer submits themselves to the jurisdiction of the Courts and laws of the State of Michigan and they specifically waive any claim of jurisdiction in any other Court or in a Court of any other Country. All litigation, one against the other, shall be brought in the State of Michigan. If either party is required to bring any action or suit regarding this contract or any of the terms therewith, or to enforce any of its rights or any of the obligations of either party, the prevailing party will be entitled to reimbursement of any cost thereof, including reasonable attorney's fees.

No other claims other than the provisions mentioned above shall be made. All other modifications of this contract shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily executed this Sales Contract this date:

***SELLER — WYMAN GERMAN SHEPHERDS
EVY WYMAN- WYMAN KENNELS***

BY: Evvy L. Wyman
(Print name)

Singature: _____

BUYER

BY: _____
(Print name)

Signature: _____