

**Wyman German Shepherds
Breeding/Show Prospect**

Evy Lynn Wyman

1170 S. 7 Mile Rd. Midland, MI. 48640

989-615-2374

email: WymanKennel@aol.com **website:** www.wymankennel.com

Wyman German Shepherds (Seller) offers for sale a Rottweiler further described as:

REGISTERED NAME: WYMAN'S

SEX: ___ LITTER OR AKC REG. NO.: _____ WHELPED: _____

And whereas (*Buyer*), _____

(Address) _____

(Telephone number/E-mail address) _____

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...

SIRE: _____

DAM: _____

Copies of AKC papers/health certificates/pedigree will be supplied on Sire/Dam to Buyer.

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" with Full AKC registration. The dog will bear the "**Wyman**" prefix in its registered name. Seller will be named Co-Owner till contract is fulfilled. Contract is fulfilled once section 9.a/b are completed and in the sale of a male section 10, sale of a female section 11. Co-owner will then sign over registration to Owner.

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. Full purchase price will be refunded 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. **Seller recommends/suggests that the dog be x-rayed between the ages of 7-9 months to determine the preliminary status of the hips.**

4. **Hips** are to be certified by OFA by no later than 27 months of age. If the hips do not pass OFA (excellent, good or fair), the Seller agrees to replace said puppy from the next available litter after Seller is supplied with a veterinarian's signed letter stating the above dog (kept by the Buyer) has been rendered incapable of reproduction. If the Buyer is unable to keep the dog then the Seller will help the Buyer find a suitable pet home.

4a. **Heart** is to be certified by OFA by no later than 15 months of age, the above guarantee applies if dog does not pass by a board certified cardiologist. AND...the dog **MUST** be rendered incapable of reproduction.

All copies of health certificates will be forwarded to Seller.

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 for hips and 15 months for heart, after that time the above health guarantees are null and voided. "The Guarantee Above Applies Only To The Original Buyer."

5. If the dog develops any disqualifying faults as per the AKC German Shepherd Official Breed Standard then the options in #4 a/b above apply. All claims for disqualifying faults **must** be made before the dog reaches 18 months of age and must be substantiated by the Breeder.
6. Buyer agrees to list Seller as "Breeder" in any advertising or promotion regarding the purchased dog — (e.g. "**Breeder — Wyman Kennels, Evy Lynn Wyman**").
7. **Deposits are non- refundable, nor the purchase price! Only replacements are given if the puppies health is bad!**
8. 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." No chaining of this animal is allowed nor is said dog to be left unattended outside, no riding in the back of a pick up unless proper cover of truck is in place. 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.
9. **Buyer may not breed this dog until:**
 - a) The dog obtains it's (at least one) **AKC/CKC/ADRK/FCI/Multi V-1/** Championship, **or** a working title (CD/BH/TD/SCH/Herding/Carting/Police/Search and Rescue) recognized by a National Kennel or Working Club and
 - b) Seller receives passing health clearances for hips (fair, good or excellent rating from OFA), heart (cleared by a cardiologist); and, at a minimum, tests elbows, thyroid and eyes. Copies of all health testing results shall be sent to Seller.
 - c) Buyer may request Seller to waive any of the foregoing requirements, for good cause, which seller may accept or reject at their sole discretion.

Breeding: Buyer acknowledges that improper breeding of the German Shepherd could cause irreparable injury to the Breeders reputation and could endanger the German Shepherd Breed. The Buyer agrees to strictly adhere to the rules and regulations regarding breeding set forth by the German Shepherd Dog Club Of America and within this contract. It is agreed that this dog/bitch shall not be utilized for breeding unless the above conditions are met for health certifications and certificates of titles are achieved. **Per the german shepherd, MANDATORY PRACTICES no bitches are to be bred more than two out of three consecutive seasons (no bitch is to be bred back to back to back)**

Bitches are not to be bred to Males that aren't proven with an AKC Championship Title or Multi V-1/USRC Select/Sieger Title or Advanced Working title; they also have to have health clearances for Hips and Heart, Certified by a Cardiologist and OFA.

Males are not to be used in any breeding program where the bitches are not proven; bitch must at least be AKC Pointed towards her Championship title or USRC V-1 rated/Select/Sieger Title or a Working title. Bitch must have health clearances for Hips and Heart, Certified by a Cardiologist and OFA.

Buyer may request to have some of the foregoing requirements waived. But the Buyer must get this in writing from Seller prior to breeding to another bitch/dog that is not titled.

Damages: It is set forth that if the above breeding practices are not followed 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 outside above 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.
10. **It is agreed that in the sale of a male animal**, Seller retains the right to, three natural breedings at no charge to Seller and the Seller may have the dog collected and all semen collected will be owned by Seller. This option may be used for bitches not owned by the Seller, at Seller's discretion. This option is retained

by the seller for the life of the dog providing all health, breeding and ethical standards are met. Buyer agrees to sign and return Litter Registration application for all breedings immediately upon receipt of such application from Seller.

11. It is agreed that in the sale of a bitch, Seller retains the right to obtain *second pick* puppy from *either* the first or second litter from this bitch at no charge to Seller. Seller is to suggest and help buyer in picking a suitable sire for this bitch on the first or second breeding. Seller agrees to select their puppy (or the seller's designee) between the ages of 7-8 weeks. Full AKC registration application will be provided to Seller upon their choice of puppy. Sellers Puppy shall be registered under the kennel name of **WYMAN**.

If Buyer decides not to breed said bitch by 3 years of age then seller has the right to lease said bitch at no cost to seller for the purposes of whelping 1 litter. A litter constitutes more than two live puppies. If Buyer spays said bitch (with it NOT being a medical emergency or medically necessary) prior to the Seller getting her puppy back then Buyer will owe Seller \$2,000 for the loss of a puppy or breeding. Bitch is not to be bred back to back to back heat cycles unless a breeding did not take or she whelped less than three puppies. Bitch is not to be bred more than four times, special circumstances such as one puppy litters may allow for an additional breeding but this would be the only reason.

12. 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 dog/bitch shall be offered at no cost and no refunds given. Even if the buyer is unable to keep said dog due to any circumstances.**

13. 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 & excruciating pain, euthanasia is confirmed by a veterinarian as the best option.

14. Seller retains the right to request and receive (To be paid equally by Seller and Buyer) the results of an autopsy for scientific purposes in the event of **mysterious death** or death by injury to the above dog.

15. When Owner (Buyer) has possession of the animal, sole responsibility for criminal and civil liability is with the Owner. Owner will indemnify Co-Owner (Seller) on any sanctions involved during the time that Owner has possession of the animal.

16. 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 ____ day of

_____.

SELLER — WYMAN GERMAN SHEPHERDS
EVY WYMAN

BUYER

BY: _____

BY: _____

(Print name)
