



**Vom Westerman German Shepherds / Goshen Farm and Kennels LLC
HEALTH GUARANTEE & SALES AGREEMENT**

(501)627-5175 laure@vomwestermangermanshepherds.com

Name of Purchaser: _____

Address: _____

Phone #: _____ **Email:** _____

Canine's Call-Name: _____ **D.O.B.** _____

Gender M or F

NOTE TO PURCHASE OF GOOD FAITH: All canines have the potential for genetic or congenital disease. Unfortunately, due to the nature of some diseases, they cannot always be eliminated. Vom Westerman German Shepherds offers a warranty on all German Shepherd puppies sold, as per the following statements. Your puppy or dog comes with all age appropriate vaccinations and has been de-wormed and micro-chipped. It is the job of the Breeder, through selective breeding, to try and minimize (not eliminate) these conditions -- in good faith.

Please read, to your full understanding, the following sections of this Health Guarantee and Sales Agreement concerning any contagious or hereditary defects. Vom Westerman German Shepherds / Goshen Farm and Kennels LLC shall hereinafter be referred to as the "Breeder". The original purchasing party and solely the original purchasing party shall hereinafter be referred to as the "Purchaser". For the purpose of this agreement all puppies and dogs will be referred to as "canine(s)" or "animal(s)".

PURCHASER MUST INITIAL EACH SECTION

_____ A deposit is required to hold your canine until it is ready to go to its new home. That deposit is NON-REFUNDABLE but can be applied to another canine of the Purchaser's

choosing, the Purchaser will have 1 year in which to utilize the deposit after which time the deposit is forfeited. There are no refunds of deposits unless the canine is found to be unfit for sale.

_____ **Full payment** must be received and cleared before the canine will be released for transport.

_____ Canines are sold with a Limited 10 Day money back Guarantee against death caused by Parvo or Distemper, this Limited 10 Day Guarantee starts on the day of arrival to the Purchaser.

_____ The Purchaser must have the canine examined by a licensed veterinarian within 5 days of receipt of the animal. A copy of the examination results must be sent to the Breeder by email within 5 days of receipt of the animal, **failure to provide examination results will render this Health Guarantee null and void**. Breeder will not accept any examination(s) performed or diagnosis' given by/from any **Banfield Veterinary Clinic**.

_____ This Health Guarantee does not cover any of the following treatable conditions: Intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms or Whipworms). This Health Guarantee does not cover Kennel Cough, Pneumonia, Ear or Skin Mites, Mange (Demodectic, Sarcoptic or Cheyletiella), Allergies (food or skin), Herniation (Inguinal, Perineal or Diaphragmatic) or Luxated Patellas. This Health Guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. This health guarantee does not cover elective surgeries such as stomach tacking or Juvenile Pubic Symphysiodesis. Breeder does not guarantee against non-life threatening illnesses common to canines.

_____ The Purchaser is responsible for the daily health care and maintenance of the canine, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. In order for the Health Guarantee to remain in effect Purchaser must keep receipts and records to verify that they have regularly taken the canine to a licensed veterinarian for checkups and all required immunizations. If Purchaser does not follow through with immunization requirements and regularly scheduled veterinarian visits the Health Guarantee will be void.

_____ The Breeder guarantees the canine for crippling hip dysplasia (HD) and crippling elbow dysplasia (ED) until the animal's 1st birthday. ONLY OFA or PennHip documentation will be accepted and copies must be sent to the breeder. Only HD and ED of a mild, moderate or severe nature will be covered. Any diagnosis of fair or better will be considered acceptable. If HD or ED is proven the Breeder will replace the animal with another canine of equivalent value at no cost to the Purchaser within 120 days. All registration paperwork must be returned to the Breeder before a replacement animal is sent. If the Purchaser declines the replacement animal, then the Breeder and Purchaser shall be under no further obligation and it will be deemed that the Purchaser has released the Breeder from any and all further claims.

_____ The Breeder guarantees the canine to be free of genetically induced Degenerative Myelopathy (DM). All breeding stock has been tested and found **not to be at risk**; therefore offspring will not be at risk.

_____ This warranty is voided if any mishandling of the puppy is found, not protecting the hips and elbows by allowing the puppy to jump from high places or other such activities

before the hips and elbows are mature, or abuse is found. The owner agrees to take all precautions necessary to keep this warranty from being voided.

_____ In the unlikely event of the death of the canine before it's 1st birthday to a congenital defect, the Purchaser will be responsible for having a full necropsy performed to determine cause of death. If a congenital defect is proven the Breeder will replace the animal with another canine of equivalent value at no cost to the Purchaser within 120 days. All registration paperwork must be returned to the Breeder before a replacement animal is sent. If the Purchaser declines the replacement animal, then the Breeder and Purchaser shall be under no further obligation and it will be deemed that the Purchaser has released the Breeder from any and all further claims.

_____ This Health Guarantee is forfeited if the canine is fed a raw or homemade diet during the 1st year of life, puppies must be fed an age appropriate premium brand puppy food for the first year, food must be designed for **LARGE BREED PUPPIES!**

_____ It is understood that the canine being purchased will come with full registration unless otherwise agreed, there is no guarantee that the canine will be suitable for breeding or showing as an adult, if the animal is used for breeding, showing or solely as a pet/companion the same guarantee applies.

_____ No guarantee is made regarding the disposition, conformation, temperament, size, weight, color, markings or breeding ability of the canine. No guarantee is made as to the speed with which the canine will house train or train in any other capacity. No guarantee is made for any other traits that may develop as the canine matures. Health Guarantee is null and void if the canine is used for breeding before this guarantee expires (canines 1st birthday).

_____ The purchaser understands that German Shepherd ears occasionally need assistance in standing, this may require taping or forms. Breeder is able to provide guidance to accomplish this but ultimately it is the Purchaser's responsibility to be diligent.

_____ The Breeder is always willing to accept a canine back in any event (allergy, Landlord/Tenant issues, marital or adjustment problems, relocation, etc) but will not offer any monetary refund. If the Purchaser must return the animal for any reason it will be on a surrender basis only with no refund, Breeder will help purchaser re-home the animal if needed.

_____ In the event, buyer is unable to keep the puppy/dog for any reason, he/she agrees to give Vom Westerman German Shepherds the first option to take the puppy/dog back. In the event of a resale, the original buyer must notify Vom Westerman German Shepherds of the new owner's name, address, and phone number.

_____ The Breeder makes all transportation arrangements. Sometimes travel arrangements are delayed due to temperature restrictions, weather, logistics, mechanical failure or other unforeseen events. The Breeder shall not be liable directly or indirectly for any delays which may cause inconvenience or financial loss, nor shall the delay be cause for cancellation. The Breeder will collect all transportation fees from the Purchaser at the time of the purchase. Transportation costs are nonrefundable.

_____ The value of the canine for the purpose of this Health Guarantee and Sales Agreement is solely the original purchase price of the canine and does not include transportation costs, health certificate, medical bills or any additional costs declared by the Purchaser. Transportation costs can not be refunded.

_____ The Breeder reserves the right to refuse, terminate or suspend this sale at any time if the Breeder deems the transaction is not in the best interest of the animal. In this case all monies will be refunded to the Purchaser in a timely fashion.

_____ In the event of any litigation pertaining to the canine covered by this Health Guarantee and Sales Agreement, both the Breeder and the Purchaser shall assume exclusive responsibility for their own attorney's fees and costs. This Health Guarantee and Sales Agreement is hereby entered into exclusively and wholly executed in the State of Arkansas and litigation arising from any possible breach of this Health Guarantee and Sales Agreement shall be exclusively adjudicated in the County of Saline, in the State of Arkansas, exclusively under Arkansas law. All parties hereby submit themselves to the exclusive jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected. This is the total agreement between Vom Westerman German Shepherds / Goshen Farm and Kennels LLC and the Purchaser and no other terms or conditions shall be valid to this sale. The Purchaser acknowledges that he or she has read, understands and agrees to the terms of this Health Guarantee and Sales Agreement. This written agreement is a binding legal contract entered into in the State of Arkansas, County of Saline, according to and by Vom Westerman German Shepherds / Goshen Farm and Kennels LLC Health Guarantee and Sales Agreement.

I, _____, the Purchaser of said canine, hereby acknowledge that I have received a copy of this document as well as described herein pertaining to my canine's health inspection signed by a veterinarian. Further, I accept the terms and conditions of the Health Guarantee for hereditary disorders printed in this document, I waive and relinquish any other rights that I might otherwise have in the event of such occurrence. This Health Guarantee and Sales Agreement must be/has been initialed, signed and returned prior to the canine's departure. A copy signed by the Breeder will be returned to the Purchaser and will be included in the canine's information packet.

Purchaser's Signature: _____ Date: _____

Breeder's Signature: _____ Date: _____