

 PURCHASE AND SALES CONTRACT AGREEMENT

Purchaser: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Whelped Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Price: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color / Markings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex: Male \_\_\_\_\_\_\_ Female\_\_\_\_\_\_\_ Registration: Full – Show Home / Limited Pet home

The following agreement is between “ VON REICH HAUS “ & “DRAGO TEAM USA”, hereafter referred to as “BREEDER” and the purchaser listed on the top of this agreement, hereafter referred to as “PURCHASER” for the sale and purchase of one purebred dog of the “\_German Shepherd\_” breed. In consideration of a purchase price of ($\_\_\_\_\_\_\_\_) of which $500 is a non-refundable deposit. The breeder transfers all rights, privileges and responsibilities

associated with the ownership of this dog to the purchaser as of the date and time specified below. This represents the entire agreement between breeder and purchaser in an outright sale. Puppy must be paid in full by 6 weeks of age. Or at least 2 weeks prior to puppy being picked up or shipped.

**Health / Buyer Responsibilities**

Von Reich Haus & Drago Team USA has made every effort to provide purchaser with a healthy puppy. This puppy is guaranteed to be in good health at the time of delivery. We guarantee that this puppy is pure bred and registerable with the AKC. we guarantee that all vaccinations and wormings have been giving as stated on the vaccination schedule. The breeder warrants the dog to be in good health as of the time of sale for 1 year of age, against fatal and life altering congenital disease which adversely affects the health of the animal this includes kidney, pancreas and liver problems of a severe life threatening or altering nature. If the dog dies within this one year time frame the buyer must pay to have it autopsied to ascertain cause of death.

In the event of any genetic disorder which is sufficiently serious in the opinion of 2 qualified veterinarians, one of whom selected by the breeder to warrant euthanasia of the dog, the breeder agrees to replace the dog with one of equivalent quality from the next litter bred by the breeder. In order for this health guarantee to be redeemed you the purchaser must take the puppy to be seen by a veterinarian within 72 hours of picking up the dog. (Keep all that records of ailment for verification). all items covered under this guarantee are by replacement only, we do not give refunds no exceptions. Buyer is responsible for transport to and from.

You must contact the breeder by email or regular mail with results after you take your new puppy to get a check up. Your puppy has been on a vaccination and deworming schedule here and is up to date. These records will be provided to you please take these records to your veterinarian. Some disorders may be caused by environmental factors, for example coccidia, Giardia, intestinal worms, kennel cough, cancer, demodectic mange, scabies, thyroid dysfunction, allergies, hip or elbow dysplasia (90% of dysplasia is caused by not caring correctly for the first year in a puppies life ) and other auto immune system disorders are not covered in this guarantee. Please do not allow your puppy to jump too hard or rough for at least the first 10 months of life as it can cause issues with growth plates and joints.

 This guarantee does not include injuries from environmental or accidental issues. please keep in mind, that kennel cough or any other intestinal worms or parasites, are very common in dogs and puppies. Our puppies are vet checked prior to leaving our kennel. You will be provided with his / her medical findings. This guarantee does not include uneven bites, undescended testicles, class one or class two murmurs, degenerative myelopathy, inguinal or umbilical hernias. We the Breeder will not be responsible for parvo, distemper or coronavirus after 24 hours of the sale as these are highly contagious diseases and they can be contacted immediately after leaving the breeder. We will not be responsible for illness or health problems which are diagnosed after the time. Except were stated in this contract. There will be no refunds or exchange of puppy because the buyer changes their mind for any reason. KEEP ALL VET RECORDS

Purchaser agrees to maintain the dog in a Humane environment and properly train and care for it specifically the dog will be properly licensed and inoculated against rabies, distemper, parvovirus and other communicable diseases as recommended by a qualified veterinarian. The breeders strongly recommend permanent identification by microchip. purchaser understands that this healthcare guarantee contract will be void if buyer fails to show routine veterinary care if dog is sick, or if puppy is sold or transferred to someone else or injured by accident or neglect, this contract does not cover any common puppy elements such as worms, Vitamin deficiencies, any viral bacterial diseases or disorders brought on by parasites.

**Registration**:

The breeder certifies that the dog is eligible for registration under the regulations of the American kennel club as a purebred puppy and will provide the proper forms for such registration. If a dog that is sold as a PET only and the said dog is bred or used as stud, there is a $10,000.00 dollar penalty to be paid to Von Reich Haus for breech of Contract.

All pet home puppies are registered with Limited registration only! No exceptions! Not to be bred.

AKC papers will be given only after proof of spay / neuter is given to the breeder.

The registration name must be followed by the kennel name “ VON REICH HAUS “ or “ DRAGO TEAM USA” no exceptions, no add in names! AKC Registration can take from 3 weeks up to 6 months after delivery of puppy to be transferred ( all our dogs are imports and sometimes take longer to register per AKC ) In most of the cases AKC will be provided with the pup at time of pick up or delivery. This dog or any of its offspring shall not be sold, leased, or given to any pet shop, breeder, or research establishment.

**Show quality dogs**:

 The breeders will use their best judgement and the advice of other fanciers in evaluating the puppies as show or pet quality there is no guarantee that the puppy evaluated as show quality will be successful in the show ring as an adult and no warranties are made to that affect. The breeders encourage owners to participate in the sport of purebred dogs and may be available to assist purchasers in preparing and showing dogs which are evaluated to be show quality.

**Right of recovery / replacement**:

In the event that the purchasers are unable to keep the dog or provide an appropriate home in accordance with this agreement, the dog will be returned to the breeder. Purchasers agree to notify the breeder if any such contingency arises and will not abandoned the dog to a shelter or sell the dog.

Buyer agrees to stay in touch with breeder, providing them updates and photos regularly.

**Show / full rights:**

Buyer agrees to do all proper health testing prior to breeding.

Breeder retains breeding rights to any Von Reich Haus / Drago Team USA male at no additional cost. Von Reich Haus is responsible for costs of breeding ( if AI ) and getting bitch to and from matings.

Said dog regardless if male or female shall NOT be bred before 18 months of age and must be bred to a dog with equal or better caliber pedigree and be approved by Von Reich Haus prior to matings.

ALL puppies of breedings will be placed with NO breeding rights and limited registration papers will be given ONLY after spay / neuter proof.

All puppies placed with full registration must be approved by breeder ( Von Reich Haus & Drago Team USA ) and must have intentions of obtaining a championship or working title.

**Health of Dog Continued**

Due to the varying kinds of food and different environmental conditions the puppies come in contact with; and the fact that all puppies have immune systems that take time to mature, we highly recommend NuVet Plus immune system builder and Nuvet Joint to help them maintain optimal health.

We are so confident NuVet Plus will benefit your new puppy; we will extend this guarantee by 10 months. To qualify for this guarantee extension you must give your new puppy NuVet Plus, using the manufacturer’s recommended daily dosage, for the entire guarantee period. Failure to do so makes this guarantee extension null and void.” We also highly recommend you continue to give your pet NuVet Plus beyond the guarantee period to promote optimal health for a lifetime.

- About NuVet Plus

NuVet Plus is America’s premier pet immune system support supplement incorporating a precise formula of vitamins, minerals, enzymes, herbs and antioxidants that perform synergistically to bring together all of the vital ingredients required to maintain optimal health. NuVet Plus is made in the USA using natural, human grade ingredients that are formulated in an FDA registered pharmaceutical laboratory.

Veterinarian recommended, NuVet Plus was designed for dogs at every life stage; from supporting a puppy’s maturing immune system to helping to protect against issues later in life.

For your convenience you may order by phone by calling **800-474-7044**, using order **code 611466** or online at

**www.nuvet.com/611466**. NuVet products are not sold in stores. Customers outside the U.S. must place order by phone only.

**Indemnity and Release:**

If any action or failure to act on the part of buyer shall result in any claim, suit, loss, damage, injury, death or liability. Buyer agrees to defend, indemnify, and hold seller harmless and to pay all of the sellers costs and expenses, including reasonable legal fees. Any amount paid in settlement and any award or judgement with respect thereto. Buyer releases seller from any and all liability, costs or damages caused by the dog after placement with the seller, including but not limited to damage to or destruction of property, and injury to any person.

**Mutual Non-Disparagement:**

The buyer agrees to not make public negative statements or communications disparaging the seller or its officers, Directors, members agents or products. The seller also agrees to not make negative or disparaging comments in regards to the buyer. The foregoing shall not be violated by truthful statements in response to legal process required governmental testimony or filings, or administrative or arbitral proceedings ( including, without limitation depositions in connection with such proceedings). Any action or claim brought by buyer against seller for breach of this agreement or for loss due to negligence must be brought within ten (10) days of the date of such claim or loss occurs.

**Mutual Non-Defamation:**

The buyer agrees not to make any false public statements or communications disparaging the seller or its officers, directors, members, agents or products. The seller also agrees to not make any false statements or communications despairing the buyer the foregoing shall not be violated by truthful statements including but not limited to communications related to government administrative arbitral or legal proceedings. any claim or action brought by buyer or seller for breach of this agreement or for loss due to negligence must be brought according to relevant state law WY stat 1-3-105(a)(i).

**Choice of Law / Jurisdiction:**

This agreement shall be governed by and construed in accordance with the laws and state of Wyoming. Without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceedings or litigation arising in connection with this agreement will be brought solely to Park County Wyoming and you consent to jurisdiction of such courts .

This contract supersedes any and all previous agreements. This contract is null and void if the terms and conditions herein are not fulfilled.

This Agreement represents the entire agreement between both parties. seller and buyer have made no other agreements, promises, representations, warranties or agreements, expressed or implied, unless specifically stated in this agreement or as amended in the form of an attached addendum signed by both parties.

Buyer's signature below certifies he/she understands and accepts the terms of this contract fully and that it is a legal binding contract under the jurisdiction of the state of Wyoming.

Buyers Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeders Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Von Reich Haus / Drago Team USA