Terms and Conditions of Sale

Owner: First Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Co-owner (if applicable): First Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Home Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Price $ \_\_\_\_\_\_\_\_\_\_\_\_ Puppy Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Date of Transfer \_\_\_\_/\_\_\_\_/\_\_\_\_
Microchip Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AKC Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration Type \_\_\_\_\_\_\_\_\_\_\_\_\_ Breeding Type \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A $300 deposit is required in order to reserve a puppy. Absolutely no cash refunds will be given for any reason. Deposits are non-refundable. No exceptions. All puppies must be paid in full by 5 weeks of age, including shipping. If payments are not made in full by this time, the seller reserves the right to make the puppy available for sale and the received deposit will be forfeited. If for some reason you must transfer your deposit to another litter, notice has to be given to the breeder in writing by the time the puppy is 4 weeks of age. Otherwise it is non-transferable and considered liquidated damages for not allowing the breeder ample time to have placed the puppy within a reasonable time period. If for any reason a puppy remains after 8 weeks of age because a buyer cannot accommodate a shipping / delivery / or pick up date set forth, boarding fees at a rate of 30.00 per day will be charged. **Buyers Initials \_\_\_\_\_**

Shipping costs are not included in the cost of the puppy and are calculated separately. Shipping costs are the responsibility of the buyer. Shipping cost of puppy with crate is typically $475. Call or email me for a price quote. If arrangements for shipping are not satisfied upon the agreed dates, the puppy will be considered abandoned. Seller reserves the right to then re-sell the puppy and any remaining balance/funds received will be forfeited as deemed necessary by the seller as liquidated damages. No refunds will be given for any reason. If the Buyer chooses to transfer his/her deposit, only one transfer will be permitted per deposit, and must be used on the next available litter. **Buyers Initials \_\_\_\_\_**

Cash, personal checks, cashier’s checks, or postal money orders will be accepted for deposits. A returned check fee of $100 will be applied to all returned checks and added to the balance owed on the puppy. **Buyers Initials \_\_\_\_\_**

1. The puppy will have had first vaccine and will be wormed and micro-chipped. The original medical record will be provided for your puppy. As of the date the Buyer receives the puppy, the puppy is guaranteed to be in good health and free of communicable diseases. The Buyer has 48 hours within acceptance/delivery of the puppy, to have the puppy examined at their own expense by a licensed veterinarian. Failure to do so will render this warranty void. Any claims must be made available to the breeder in writing within 24 hours of vet visit. Verification by a signed copy of a veterinary statement and proof of records will be required for any claims made against the health of the puppy. All veterinary records will be made available to the breeder in such an event. **Buyer’s Initials \_\_\_\_\_**

2. The puppy will be free of crippling canine genetic hip dysplasia for the first year of life. Genetic crippling canine hip dysplasia is present within the first 12 months of age and can be seen by x-rays. Genetic canine hip dysplasia will be present in both hips and not just one. Subluxation or unilateral H/D (present in one hip only) is not warranted as this may be a result of injury, dietary deficiency, too much time left in a crate lying on one side, and overexertion during pertinent puppy raising time and development, which is the responsibility of the owner, and not the fault of genetics or the breeder. The puppy’s hips must be x-rayed by a licensed or certified orthopedic veterinarian who is skilled at producing and positioning views for OFA evaluations at one year of age. X-rays taken or submitted before the 12 month from the date of birth will not be a consideration. The preliminary films must be dated and submitted to OFA at one year of age and within 30 days from the one-year date of birth on your AKC certificate. A duplicate copy of the x-ray on a CD disc or duplicate film will be submitted to the breeder by mail in addition to OFA. **Buyer's Initials\_\_\_\_\_**

3. The Seller guarantees that the puppy will certify with OFA at no sooner than 24 months of age as excellent, good, or fair. This guarantee is binding only if preliminary hip x-rays were done on the puppy as directed in Section 2 of this contract. As well, the 24 months certifying OFA x-ray evaluations are also to be performed by a licensed or certified orthopedic veterinarian, who is skilled at producing and positioning views for OFA 24 month evaluations. A duplicate copy of the x-ray on a CD disk or duplicate film will be submitted to the breeder by mail in addition to OFA. Dysplasia caused by obesity, dietary deficiency, raw feeding, or over exertion and other preventable reason also mentioned above in paragraph 2 is not warranted. Replacements on any puppy who is sold on either a limited or full registration is limited to one replacement puppy of equal value, per original sales agreement, of the breeder’s choice and from the soonest available litter. **Buyer's Initials \_\_\_\_\_**

If the hips do not certify as excellent, good, or fair, by the above terms and conditions of the hip warranty coverage and no other film is required by OFA, a puppy from a subsequent litter, of breeder’s choice and equal value will be made available to the Buyer. The Buyer will provide to the Seller proof of spay/neuter as well as all AKC papers with signed transfer of ownership back to the Seller prior to receiving a replacement puppy. We do not require that you return your puppy, only proof of spay or neuter within 30 days of your dated letter of OFA results and return of AKC paperwork. Any puppy sold on a limited registration, or reduced price will be replaced only at half of the original value, and only if a signed hip warranty was given at the time of sale. The Buyer will be responsible for any differences in the price of the replacement puppy from any litter above this amount. **Buyer's Initials \_\_\_\_\_**

4. All Schüttler Bach puppies are microchip implanted free of charge prior to leaving our facility. ***The Buyer agrees to complete the provided Microchip Registration Enrollment Application form on the day of pick up and to provide the breeder with a check made out to Avid to register the microchip.*** The breeder will mail in the microchip registration for the Buyer. **Buyer's Initials\_\_\_\_\_**

5. Breeding (if applicable): If the purchased dog/puppy was intended for breeding (indicated above) it must not be bred until 20 months of age for females, 24 months of age for males and not without passing hip and elbow scores from OFFA or SV. If the dog was not purchased for breeding, buyer agrees they will not breed the dog in its lifetime. If a dog that is subject to this contract is bred and becomes pregnant prior to the ages previously specified and/or without OFA Certification, this contract becomes null and void. If the dog is spayed or neutered before 24 months of age the warranty is null and void. Spaying and neutering before 24 months of age does not allow the animal to reach full gender development affecting the hormone levels needed and may lead to the improper growth and development of healthy hips and joints.
**Buyer's Initials \_\_\_\_\_**

6. NO WARRANTIES ARE GIVEN FOR THE TEMPERAMENT OR THE FITNESS OF THE ANIMAL FOR ANY SPECIFIC INTENDED PURPOSES. Reproductive development and capability is not warranted. **Buyer's Initials \_\_\_\_\_**

7. This contract applies to the original purchaser and is non-transferable. **Buyer's Initials \_\_\_\_\_**

8. Buyer agrees Seller will immediately REPOSSESS DOG UPON EVIDENCE OF NEGLECT AND/OR ABUSE at no expense to the Seller. **Full Signature of Buyer Required \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_**

9. The Buyer is responsible for all costs of shipping and/or transportation including but not limited to crate, health certificates, airfare, and transportation to and from Schüttler Bach’s facility. This applies to either the original purchase, or a replacement puppy. **Buyer's Initials \_\_\_\_\_**

 10. The Buyer hereby releases the Seller from any and all liability arising out of the sale, raising, or training of the above-mentioned puppy/dog. The Buyer further expressly agrees to indemnify and hold harmless the Seller with respect to any alleged liability or liabilities that the Seller may be charged with including the tendering of defense to the Seller, by the purchaser in the event litigation by reason of the activities raising or training of the dog/puppy. **Buyer's Initials \_\_\_\_\_**

11. The Buyer agrees the puppy will be registered in accordance to the German standard, that being the use of the litter letter for the first name and \*vom Schüttler Bach\* at the end. This name will be submitted in all entries to any clubs or organizations, and for recognition of titles received. ***The Buyer agrees to provide the Seller with a check written out to AKC in the current amount for registration of a puppy at the time of pick up.*** The Seller will register the puppy/dog for the Buyer and registration forms will be mailed directly from AKC to the Buyer. **Buyer's Initials \_\_\_\_\_**

12. The buyer agrees to supplement the puppy with NuVet Plus supplements for a minimum of the first 24 months of life. These supplements must be purchased on the breeder’s website at [www.SchuttlerBach.com](http://www.SchuttlerBach.com) or by calling 1(800)474-7044. If purchasing by phone, you will need to provide code # 4606558. **Buyer's Initials \_\_\_\_\_**

13. ANY AND/OR ALL CONTROVERSIES AND OR DISPUTES ARISING UNDER THIS CONTRACT ARE SUBJECT SOLELY AND EXCLUSIVELY TO THE LAWS OF THE STATE OF FLORIDA. **Buyer's Initials \_\_\_\_\_**

14. Addendum if Any:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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15. This contract is agreed upon by both Buyer and Seller and both will retain a copy for his/her records at the time of final sale. THE BUYER HAS READ ALL OF THE FOREGOING AND UNDERSTANDS AND AGREES WITH THE ABOVE PROVISIONS, AND ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS AGREEMENT. **Buyer's Initials \_\_\_\_\_**

I have read and understand all of the foregoing sections numbered 1-15 of this Agreement. I agree to be bound by the signature I affix below.

Buyer Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Seller: Heather Muzzey

Seller Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_