

# Lake Cherokee DDR German Shepherds Sales Contract

This agreement is made, and hereby entered into, on month/day/year \_\_\_\_\_  
by and between: Lake Cherokee DDR German Shepherds (hereafter referred to as "Seller") and  
\_\_\_\_\_ (hereafter referred to as "Buyer")

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address where dog will live: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

For the purpose of setting forth the terms and conditions of the purchase by the Buyer of a  
purebred German Shepherd from the litter whelped on \_\_\_\_\_  
out of:

Sire: \_\_\_\_\_ AKC# \_\_\_\_\_

Dam: \_\_\_\_\_ AKC# \_\_\_\_\_

- 1) The Seller agrees to sell and the Buyer agrees to buy \_\_\_\_\_ male(s) \_\_\_\_\_ female(s),  
German Shepherd Dog(s), (hereinafter "Dog") from the above-described litter.
- 2) Ownership of the Dog shall be transferred to the Buyer for the sale price of \$\_\_\_\_\_.  
Only after the total sum of the purchase price is paid may the Dog be removed from the  
Seller's premises. Only cash or cashier's check will be accepted. If a personal check is given,  
ample time to clear the Buyer's bank must take place.
- 3) The Dog is being represented and sold as capable of being registered by the Buyer, or will be  
already registered by the Seller, with the American Kennel Club. Buyer agrees that this Dog  
will not be used for breeding purposes until it is at least 24 months of age to another German  
Shepherd, (which must meet all enumerated criteria as well), either registered with the AKC  
or other certified dog registry, (SV, CKC, USA).
- 4) The Buyer agrees that **the Dog will reside at the home of the Buyer**, and have access to and  
opportunity for daily exercise, socialization and play. It is understood the Dog will not be  
chained or "tied out," unless in the context of a temporary tie out, supervised or for training  
purposes. Research indicates that chaining them in this way can cause many severe  
behavioral problems. In addition, being left outside in a yard or kennel all day, with no  
training and socialization, also leads to dogs with behavioral problems. **If the Dog will not  
reside at the home of the Buyer, for whatever the reason this may be, the address of the  
Dog's home must be provided, and the owner of this home will also be required to sign**

**the Sales Contract and receive a copy.** This Dog is sold with the **explicit** understanding that it is to go to a select home, to be socialized properly, and become a member of the family, with both indoor and outdoor time provided for.

- 5) Buyer agrees to care for the Dog in a manner consistent with the preservation of the Dog's health and well being. Abuse of the Dog, lack of adequate nutrition and/or using this Dog for purposes for which it was not intended to be used, and which may harm the Dog or persons who may come into contact with the Dog, constitutes a violation of this contract and, upon due notice to the Buyer, gives Seller the right to confiscate Dog for the Dog's protection and for the protection of others who may come into contact with the Dog. **If the Dog that is the subject of this contract ever shows evidence of neglect or abuse, at any time during its life, ownership and title to said Dog will revert immediately to the Seller and no refund of any monies will be due.**
- 6) The Buyer is completely satisfied with the Dog's conformation and outward appearance.
- 7) The Seller warrants that the above-described Dog is in good health and free of communicable diseases at the time Buyer assumes ownership. Buyer agrees to have Dog examined by a licensed DVM within 48 hours, of receipt of Dog. Proof of inspection will be required if this contract is to remain valid. If such proof is not provided, this contract is null and void except for the sections of this contract pertaining to Seller's rights and such parts protecting the Dog's welfare. If as a result of the examination, the DVM determines that the Dog is not in good health, then the Buyer shall elect to keep the Dog or return the Dog to the Seller for a refund. If the Buyer elects to return the Dog, the Buyer shall within 10 (ten) days of the DVM inspection, send to the Seller, by certified mail, a written DVM certificate stating that the Dog was in ill health when examined and stating all details, including copies of any tests done to validate results, etc. Upon return of the Dog, the Seller shall be obligated to refund all monies received from Buyer toward the purchase of the Dog, and further performance under this contract shall be null and void. Buyer will be responsible for shipping costs in returning said Dog to Seller. All action taken to return the Dog shall be with the best interest of the Dog in mind, including temperature at time of shipment, non-stop flights, etc.
- 8) The Buyer agrees to maintain preventative health care of the Dog including, but not limited to: inoculations, internal as well as external parasites, heartworm preventative medication, and regular DVM checkups. The Buyer will take particular care to avoid diseases and injuries to joints and growing bones by giving careful regard to proper nutrition, proper exercise, and preventing stress injuries, (i.e. not allowing the Dog to jump heights taller than itself at the shoulder, no forced exercise such as running, until at least 18 months of age.)
- 9) The Dog will be replaced by a healthy animal from the next available, unreserved litter if diagnosed with genetic hip dysplasia, and to OFA Prelim at 13 months of age with a rating of fair or better. This is not a money back guarantee; it is a replacement guarantee only. If Dog is bred before this is done, then all hip guarantees are null and void. We guarantee only genetic hip dysplasia. Environmentally induced dysplasia (overweight, heavy exercise, jumping, harsh training, injury, abuse, or poor nutrition is NOT guaranteed. A diagnosis of genetic hip dysplasia must be accompanied by statements, and copies of the dog's X-rays,

from a certified DVM who specializes in this type of Veterinary practice and sent to Seller's DVM for evaluation. These statements must be accompanied with a written evaluation by the Orthopedic Foundation for Animals (OFA). Return of the dysplastic Dog shall be at the Buyer's discretion, but should the Buyer wish to return the dysplastic Dog, the Buyer shall incur the shipping cost to return said Dog to the Breeder. The Dog's welfare is agreed to be the most important issue if the Dog is diagnosed with dysplasia. The Dog must be kept lean at all times during its life for its well being. Veterinary health checkups clearly stating a **lean** pup weight will be required by Seller if the hip OFA warranty is to be valid. If veterinary statements cannot prove maintenance of proper weight, every 6 months, until the Dog is 2 years of age, then the hip guarantee will be null and void. As previously mentioned, it is understood by Buyer that environment plays a large part in maintaining hip health in his or her rapidly growing Dog. Quality dog food must be fed and the Dog should be kept from explosive growth due to overfeeding or nutritionally unbalanced dog food.

- 10) A healthy Dog from the next available, unreserved litter will replace the Dog if diagnosed with any life threatening congenital defect before one year of age. This diagnosis must be accompanied by statements from two certified DVM's, one being the Seller's.
- 11) This health guarantee in no way covers or includes Buyer dissatisfaction with the temperament of the Dog. Temperament is a product of many things, not simply genetics, and Seller accepts that much of the Dog's final temperament or eventual adjustment is determined by the skill and patience of the Dog's owner and how the Dog is raised or integrated into the new home/situation. We have no control over his/her living conditions or environment outside of our own facility. Many factors such as poor training, inconsistency, lack of socialization, neglect, and abuse play a negative role in the development of any dog. Seller in no way warrants that the Dog will meet any specific training objective or achievement standard as desired or expected by Buyer. Goals are great things to have, but one cannot warrant luck, the future, training skill and the myriad of other things, which must be in place to achieve most goals. The accomplishments of a pup or dog are largely the result of training and the relationship between owner and dog. These are not things Seller can control, and therefore are not things Seller will warrant.
- 12) The Dog is not to be placed in an Animal Shelter or Rescue without first notifying the Seller. The Buyer agrees that should it become necessary to sell or otherwise place the Dog, the Buyer will notify the Seller before taking such action so that the Dog may, at the Seller's option, be re-purchased by the Seller at fair market value. Fair market value is to be determined by two neutral parties with German Shepherd dog experience. Upon notification, the Seller shall have 14 working days to exercise said re-purchase option. Notice to Seller regarding the sale of the Dog must be given in writing to Seller in order to give the Seller time to decide on the repurchase option. This clause must be exercised in the event the Buyer can no longer care for the Dog. Should the Buyer decide he/she no longer wants the Dog, Seller has the option of assisting the Buyer in placing the Dog into a new home for the Buyer. This in no way obligates the Seller to take the Dog back, and in no way relieves the Buyer of his/her responsibilities to the Dog they have purchased until it has been placed into its new home. Unforeseen family emergencies occur at times; in the event you are unable to care for the Dog you have purchased, we would request that you: #1 Contact us for assistance

in finding a home by assisting you in the reselling of the Dog or finding a suitable home to place the Dog into within another family, or #2. If you are unable to continue to keep the Dog, contact us to determine if you should bring the Dog back to us, to enable us to locate a proper and loving home in which to place the Dog free of charge. We want to insure the health and well being of the Dogs that we place into new environments, and strive to do what is best for each and every Dog who leaves our care. If we are able, we may keep the Dog ourselves; however if this is not possible, every effort will be made to locate a suitable home which will care for and love the Dog you have given your time and attention to.

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 Tennessee.** In the event that litigation is commenced to enforce the terms of this contract the breeders, being Lake Cherokee DDR German Shepherds, shall be entitled to the costs thereof, including, but not limited to fees, and travel expenses incurred by them and their attorney. The Seller assumes no responsibility of any nature, with respect to the activity, demeanor, suitability, performance or other propensities of the Dog once it is delivered to the Buyer. Buyer releases the Seller from any and all liability arising out of the sale, raising or training of the previously described Dog. Buyer further agrees to indemnify and hold harmless the Seller with respect to liability or liabilities that may arise from the purchase of this Dog.

14) **This contract applies to the Buyer and is non-transferable.** The Buyer has read all of the foregoing and understands and agrees with the above provisions, and acknowledges a receipt of a copy of this agreement. This agreement is made and signed by both parties to insure the well being and protection of the Dog. If any part of this agreement is breached, the Seller is released from any and all further obligations hereunder.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_