

MARGEL GERMAN SHEPHERDS CONTRACT

Ryan Marchak/Shannon Engel P.O Box 75, Gladwin, MI 48624 810-772-8201/517-404-9099
Margelgermanshepherds@gmail.com

Name of Purchaser _____ AKC# _____
Address _____
Phone Number: _____ Email: _____
Puppy's ID Color _____ D.O.B. _____ Gender M or F
Litter _____ Date of Purchase _____
Microchip # _____ Purchase Price _____
Limited AKC Full AKC

If a puppy is sold as pet home only with limited registration that puppy cannot be bred, and registration papers will be marked as limited. All puppies are sold as a family companion and will receive AKC limited registration. Full registration with breeding rights can be purchased separately. Price is depending on the pedigree of the dog.

It is understood that if the puppy being purchased comes with full AKC registration there is no guarantee that the puppy will be suitable for breeding or showing as an adult. If your puppy is used for breeding, showing or solely as a pet/companion the same guarantee applies.

In the unlikely event of the death of the puppy within one (1) year of date of birth due to genetics, the Breeder shall replace the puppy with another puppy of equivalent value at no cost to the Purchaser. A necropsy must be performed, all paperwork from it must be forwarded to breeder. Breeder reserves the right to get a second opinion from a Veterinarian of breeder's choice. All registration paperwork must be returned to the Breeder before replacement puppy is available. It is Purchasers responsible to pick up/pay shipping costs for replacement puppy. If the Purchaser declines the replacement puppy, 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.

In the case of a replacement puppy being sent to Purchaser for any reason. It is Purchasers responsibility to pick-up/pay shipping costs for replacement puppy. The AKC papers must be signed over to Margel German Shepherds and returned before any puppy is released to Purchaser. If Purchaser declines to return AKC papers, then the breeder shall be under no further obligation. It will be deemed that the Purchaser has released the Breeder from any and all further claims.

Puppies are sold with a 4-day money back Health Guarantee against death caused by Parvo or Distemper, this Health Guarantee starts on the day the puppy leaves Margel German Shepherds. The Purchaser must have the puppy examined by a licensed veterinarian within 4 days of receipt of the puppy. A copy of the examination results must be sent to the Breeder by email within 4 days of receipt of the puppy.

Failure to see a veterinarian within 4 days and provide examination results will render this Health Guarantee null and void.

The Purchaser is responsible for the daily health care and maintenance of the puppy, including all vaccines, deworming and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. For the Health Guarantee to remain in effect, Purchaser must keep receipts and records to verify that they have regularly taken the puppy 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 puppy must be kept in good physical condition, this includes obesity, neglect, trauma, abuse, excessive stair climbing, or vigorous exercise until at minimum 10 months of age. This is to insure you have given your puppy time for bones and joints to develop until growth plates have closed. This Health Guarantee does not cover any veterinarian costs. The Purchaser is aware that owning a puppy means frequent visits to a veterinarian and understands that he/she will be responsible for all payments.

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, fleas, Mange (Demodectic, Sarcoptic or Cheyletiella), Allergies (food or skin), Herniation (Inguinal, Perineal or Diaphragmatic), Luxated Patellas grade 1-2. 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 puppies.

We do not guarantee said puppy/dog to be completely free of intestinal parasites. We deworm against them all, roundworm, whipworm, hookworm, coccidia and giardia. Although, all our puppies/dogs are dewormed routinely, sometimes the stress of a move, change in diet, or change in lifestyle, will cause an outbreak. If it's a puppy, the few dewormings they get here may not be enough to get rid of them completely. Your vet will check a stool sample and give you the appropriate meds needed to take care of any parasites, should there be any.

No guarantee is made regarding the disposition, conformation, temperament, size, weight, color, markings or breeding ability of the puppy. No guarantee is made as to the speed with which the puppy will house train or train in any other capacity. No guarantee is made for any other traits that may develop as the puppy grows up.

Confidential of Disputes, Breeder and Purchaser agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation.

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

NO part of this Health Guarantee is transferable to any other person. It is solely between Breeder and Purchaser.

The Buyer agrees that if at anytime the dog can no longer reside with him/her, the dog will be offered back to Seller, with no monetary compensation given. This dog will not be surrendered to any animal shelter or rescue organization. Shannon Engel & Ryan Marchak maintains first right of refusal if the Buyer is no longer able to keep the dog mentioned in this contract.

In the event of any litigation pertaining to the puppy 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 Michigan and litigation arising from any possible breach of this Health Guarantee and Sales Agreement shall be exclusively adjudicated in the County of Livingston in the State of Michigan, exclusively under Michigan 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.

If a puppy is sold as a pet/companion only, which is limited AKC registration, the puppy cannot be bred. If the dog in this contract was bred with limited registration the Buyer will be liable for damages of \$2000 per puppy produced payable to Margel German Shepherds LLC.

If the dog mentioned in this contract is sold with full registration/breeding rights, the dog must be 18 months old and have a passing hip and elbow X-rays prior to being bred. Passing grades with the OFA is fair, good or excellent hips. The only passing OFA grade for elbows is normal. PennHip grades must match or exceed what the breed average is listed as. If you choose to breed the dog in this contract before the dog has been health tested with hip and elbow X-rays, then buyer will owe the breeder in this contract, Margel German Shepherds, liquidated damages of \$2000 per puppy that is produced.

This is the total agreement between Margel German Shepherds 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 Michigan, County of Livingston, according to and by Margel German Shepherds Health Guarantee and Sales Agreement.

I, the Purchaser of said puppy, hereby acknowledge that I have received a copy of this document. Further, I accept the terms and conditions of the Health Guarantee printed in this document, I waive and relinquish any other rights that I might otherwise have in the event of such occurrence. Pedigree papers could take 16-32 weeks based on how backlogged foreign registry are. Margel German Shepherds is seasonal; therefore, we offer NO CASH REFUNDS.

This Health Guarantee and Sales Agreement must be/has been signed and returned prior to the puppy's departure. A copy signed by the Breeder will be returned to the Purchaser and will be included in the puppy packet.

WE HOPE YOU ENJOY YOUR NEW PUPPY!! WE THANK YOU FOR CHOOSING MARGEL GERMAN SHEPHERDS TO DO BUSSINESS WITH AND LOOK FORWARD TO BEING A PART OF THE FAMILY. WE LOVE RECEIVING UPDATES AND PICTURES OF PUPPIES GROWING. WE ARE HERE 24/7 FOR ANY QUESTIONS AND CONCERNS AS BREEDER SUPPORT FOR THE LIFE OF YOUR PUPPY AND THERE AFTER AS WELL!! GOOD LUCK AND ENJOY YOUR NEW PUPPY!!!

Purchaser's Signature: _____

Date: _____

Breeder's Signature: _____

Date: _____

Health Record for your new puppy

Dog Food: We feed Purina Pro Plan Savor Puppy Food.

1st Puppy shot Date _____

2nd Puppy shot Date _____

3rd Puppy shot Date _____

Puppy Dewormer Date _____

Puppy Dewormer Date _____

Puppy Dewormer Date _____

Puppy Dewormer Date _____

Vet Exam Date _____

Microchip Date _____

Microchip # _____
Leaving Weight _____