

WAR FORK MOUNTAIN SHEPHERDS HEALTH GUARANTEE & SALES AGREEMENT
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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. 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.

War Fork Mountain Shepherds 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 3 day money back warranty against death caused by Parvo or Distemper, this Limited 3 day warranty starts on the day of arrival to the Purchaser.

_____ The Purchaser must have the canine examined by a licensed veterinarian within 48 hour of receipt of the animal. A copy of the examination results must be sent to the Breeder by email within 72 hours 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 Warranty 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 Warranty 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 Warranty 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 warrants the canine for crippling hip dysplasia (HD) and crippling elbow dysplasia (ED) until the animal's 1st birthday. ONLY OFA or Penn Hip documentation will be accepted, and copies must be sent to the breeder. Only HD and ED of a 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 2 years. 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 warrants 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.

_____ In the unlikely event of the death of the canine before it's 6 months of age 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, it could take up to 2 years. 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 Warranty 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 Large Breed Puppy food or a food labeled "Suitable For All Life Stages Including Breeds Over 60 lbs for the first year.

_____ It is understood that the canine being purchased will come with limited AKC registration and not to be used for breeding. Unless otherwise agreed, there is no guarantee that the canine will be suitable for breeding or showing as an adult. At no time shall the canine be breed.

_____ No warranty is made regarding the disposition, conformation, temperament, size, weight, color, markings or breeding ability of the canine. No warranty is made as to the speed with which the canine will house train or train in any other capacity. No warranty is made for any other traits that may develop as the canine matures. Health Warranty is null and void if the canine is used for breeding before this warranty 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 not liable for ears that are not posted properly.

_____ 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. The Breeder is not obligated to help rehome or take back any animal that has become aggressive or dangerous.

_____ 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 non-refundable.

_____ The value of the canine for the purpose of this Health Warranty 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 cannot 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 Warranty and Sales Agreement, both the Breeder and the Purchaser shall assume exclusive responsibility for their own attorney's fees and costs. This Health Warranty and Sales Agreement is hereby entered into exclusively and wholly executed in the State of Kentucky and litigation arising from any possible breach of this Health Warranty and Sales Agreement shall be exclusively adjudicated in the County of Jackson County, in the State of Kentucky, exclusively under Kentucky 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 War Fork Mountain 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 Warranty and Sales Agreement. This written agreement is a binding legal contract entered into in Jackson County in the State of Kentucky, according to and by War Fork Mountain Shepherds Health Warranty 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 Warranty 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 Warranty 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: _____