



# HULA MOON BERGER BLANC SUISSE

## SALES AGREEMENT & BREEDER GUARANTEE

This agreement was made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Kiah Moross (Hula Moon Berger Blanc Suisse), further referred to as the "Breeder" and \_\_\_\_\_ further referred to as the "Buyer."

### **Price, Deposit, and Other Fees:**

Full Purchase Price: \$ \_\_\_\_\_ Transportation Cost: \$ \_\_\_\_\_ Additional Fees or (discounts): \$ \_\_\_\_\_

Buyer has paid a deposit of \$ \_\_\_\_\_ on \_\_\_\_\_, with payment of the balance of \$ \_\_\_\_\_ due five days prior to the release of the dog to the Buyer. The expected delivery date is \_\_\_\_\_ or such other date as the parties mutually agree. Payment may be made by cash, cashier's check, bank wire, or money order.

Buyer acknowledges and agrees that he/she will forfeit the deposit and any rights to the dog if:

- a) Buyer fails to complete the purchase of the dog for any reason, or
- b) Buyer fails to pay the balance of the purchase price five days prior to the agreed upon delivery date

In either event, the Breeder shall be free to sell the dog to another party.

In the event that the dog is not available due to sickness, death, or any other circumstance owing to the fault of the Breeder, the Buyer's deposit will either be refunded or transferred to the next available litter.

The Buyer is entitled to Breeder support for the life of the dog and we require Buyers to keep in contact and update us on how their dogs are doing. Owner involved obedience training is strongly recommended, and we can help Buyers locate a trainer or obedience club.

### **Registration:**

This dog is registered with the Federacion Canofila de Puerto Rico and the United Kennel Club. We do not approve of Buyers re-registering with AKC. Full registration certificates will be available once the following conditions are met:

1. The dog receives OFA certified passing elbows and hips at two years of age (or PennHIP top 50% with no OA for hips)
2. The Buyer informs the Breeder of his/her breeding plans and operations including but not limited to breeding facility, info on dog to be bred to, and the registration procedure and sales contract on pups whelped
3. The dog earns at least one conformation, obedience, or IPO title (recommended, but not required)
- ❖ If 1 & 2 are not met, registration certificate will only be provided upon the Breeder's receipt of the spay/neuter certificate.

We do not charge an additional fee for full registration on dogs that have proven to be breeding quality through the efforts of the Buyer.

### **Satisfaction Guarantee:**

The Breeder guarantees that the Buyer will be satisfied with the dog purchased. If the Buyer is not satisfied with the dog received, the dog may be returned to the Breeder at the Buyer's expense. The Breeder will replace the dog or refund the full purchase price, less the deposit. The satisfaction guarantee is valid for 72 hours after the buyer receives the dog.

### **Health Guarantee:**

The Breeder guarantees that the dog received is a purebred White Swiss Shepherd (Berger Blanc Suisse). The dog has been examined by a veterinarian, dewormed, and vaccinated according to the program adapted to the age of the dog. The Buyer will receive a replacement dog or a refund of the full purchase price if the dog is found to have any congenital defect which results in death or veterinarian recommended euthanasia before 12 months of age. The Breeder must be provided with a written report of the dog's condition from a licensed veterinarian. The Buyer assumes full responsibility of all costs and care during this time.

### **Hip & Elbow Guarantee:**

If the dog develops symptomatic hip dysplasia (OFA moderate or worse) and/or elbow dysplasia (OFA grade 2 or worse) upon receipt of (1) a letter from a licensed veterinarian attesting to such condition with copies of x-rays, (2) a copy of the OFA (or PennHIP) evaluation report, (3) a spay/neuter certificate, and (4) the FCPR registration certificate on such dog, you will receive a replacement dog from the next available litter or a refund of the purchase price, less deposit.

### **General:**

The Buyer is not required to return the dog to the Breeder to make claim on this agreement, except for the satisfaction guarantee section. This agreement does not cover health or hip problems that are due to injury during transportation of the dog to the Buyer, or if problems arise because of neglect, abuse, poor nutrition, or any other type of mistreatment. Prior to awarding any claims on this contract, the Breeder may request to have the dog examined by a second veterinarian at the Breeder's expense. If the Buyer elects to receive a replacement dog instead of a refund, the Buyer is responsible for any transportation costs for the replacement dog.

EXCLUSIONS - There are no guarantees on a female once she has been bred. Any dog sold for a \$1000 or more discount off the set purchase price for the litter will not qualify for the Hip & Elbow Guarantee.

### **Guarantee Rendered Invalid:**

The guarantees covered in this agreement will be rendered invalid if:

- a) The dog is not seen by a veterinarian for a health check within 3 days of the sale (report must be sent to Breeder within 5 days)
- b) The dog has not been fed a high-quality dog food that is appropriate for its size and life stage
- c) The dog has been sold or given away to a third party
- d) The dog is involved in excessive physical activity or sports training prior to the age of one year
- e) The dog is found to be in poor condition - excessively over or under weight and/or not appropriately groomed
- f) The dog was bred prior to receiving full registration and health certifications
- g) The dog was spayed/neutered prior to the age of 18 months
- h) The Buyer refuses the Breeder access to the dog upon Breeder's request (pictures and/or in person visit)

### **Actionable Conditions:**

Buyer agrees to never give, transfer, or sell the dog or its offspring to any pet shop, pet broker, shelter, humane society, or laboratory. If the dog is bred intentionally or accidentally without Breeder approval, release of full breeding rights to the Buyer, and/or to a dog that is not an FCI registered White Swiss shepherd, the Breeder will seek compensation for breach of contract in the amount of \$10,000.

The Buyer will not rehome, sell, or allow someone not listed on the contract to take over primary care/custody of the dog without the Breeder's consent, or Breeder will seek compensation for breach of contract in the amount of \$10,000.

If resolution through the Judiciary Court is required and the Court rules in favor of the Breeder, the Buyer will be responsible for all of the Breeder's related legal and travel fees in addition to the settlement amount as decided by the Court.



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## Contract

### Breeder's Information:

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

### Buyer's Information:

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Puppy's Information:

Name: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_

Registration #: \_\_\_\_\_

Microchip #: \_\_\_\_\_

Sire Name: \_\_\_\_\_

Sire Registration #: \_\_\_\_\_

Dam Name: \_\_\_\_\_

Dam Registration #: \_\_\_\_\_

pick of the litter - \*\*\*limited registration     pet - \*\*\*limited registration     co-ownership arrangement

**IN THE CASE THAT THE BUYER CAN NO LONGER CARE FOR OR KEEP THE DOG, THE BUYER AGREES TO CONTACT THE BREEDER FIRST! WE WILL TAKE BACK ANY OF OUR DOGS AND/OR HELP WITH RE-HOMING IF NEEDED.**

**THE PARTIES ACCEPT AND AGREE TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS GOVERNING THE PURCHASE AND SALE OF THE DOG.**

After receipt of deposit:

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Buyer

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Breeder

After final payment and puppy delivery:

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Buyer

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Breeder