****

**PURCHASE AGREEMENT**

**AZ King Shepherds (AZKS)**

**Breeders Heidi & Robert Rowland**

**850-292-6156**

 **Puppy Contract & Guarantee**

This contract is between **AZ King Shepherds** hereinafter referred to as BREEDER and NAME, …………………………hereinafter referred to as BUYER(s).

Address of Buyer:

…………………………………………………………………………………………………………………………………..

Phone:\_ …………………….. Email: ……………………………………….

Breed/Generation: American King Shepherd G2

Puppies Date of Birth: ………………………

Color: ………………………. Gender: …………………………

Sire: ………………………………… Dam: …………………………………………

For the sum of $3500 Shipping Fees (if applicable): $..................

Holding fee paid $400, reminder amount $.................. MUST be paid off before puppy leaving from us (if picked up by owner), or 6 weeks old (if puppy leaves with transport), or if you want us to hold puppy for 1 more week for any reason, then must paid off when puppy gets 8 weeks old.

Personal or Transport Pick-up Date: ……/……../2022

**This puppy is being sold as a pet and companion and not for breeding purposes.**

**Puppies Health:** BREEDER states that this puppy is in good health at the time of pick-up or delivery. If this puppy is found to have a life-threatening illness diagnosed by a vet within 5 days from the date of purchase, the BUYER may return this puppy to BREEDER at the BUYER’S expense to receive a full refund or a replacement puppy if one is available. Proof of examination and diagnosis must be provided to the BREEDER within the 3 (three) day period in order to receive reimbursement of funds. The BREEDER reserves the right to a second veterinary opinion. BREEDER should be contacted immediately with the name and number of the vet responsible for performing the exam. The vet will also need to provide in writing all the results and a diagnosis. IF owner has not taken puppy to their vet and is returning sick puppy to the breeder without ANY vet diagnoses, then refund will be considered AFTER Breeders vet examination, diagnosis and the amount of refund depends on the Breeders vet expenses.

This does not include minor illness requiring short-term medication.

**Genetic Diseases:** Breeder guarantees 1 year, starting purchase date, health against life threatening genetic diseases. BREEDER states that all breeding dogs are tested through EMBARK genetic tests against over 200 genetic diseases and are cleared all of them. **BUT** as genetic disease can skip generations and not all diseases are tested yet, we cannot guarantee genetic disease non-existent! If the owner claims that the puppy has a genetic disease, then we require proof of **EMBARK** genetic testing showing this puppy is affected by this gene that causes the disease. **Genetic test must be done by** **EMBARK**. Puppy genetic tests also give us valuable feedback on any genetic disorder what may had skipped the generation and from which we have no information. This helps us make better choices for the future. If genetic disease is confirmed, we will make a refund, but not more than 50% of purchase price, to help with medical bills.

*This contract does not cover the following:* viral illnesses, injuries, infections. It also does not cover illnesses due to the ingestion of foreign objects, food, chemicals, stress related issues, behavioral issues, parvo (if puppy had been in new owner premises at least 10 days).

Physical injuries and/or illnesses which may have occurred and/or contracted during transport to the buyer (Those will be covered by transport company insurance). We are suggesting buying the Insurance, which will cover those things.

BREEDER also does not guarantee ear set, tail set, size, or grown-up dog color.

The BREEDER promises to make the BUYER aware of any and all known health issues before the purchase of this puppy. The Breeder is not liable for any accident or injury of the animal once it leaves BREEDERS premises. Once the puppy leaves our care, we have very little control over how the puppy is handled, where the puppy is taken or what the puppy is exposed to. We are recommending not to take the puppy out of public before he/she has got at least 3 rounds of shots.

**Vaccinations:** The Breeder assures that this puppy has received one shots of the following vaccinations on DATE of the “…/……/2022” – which covers Distemper, Adenovirus Type 2, Parainfluenza and Parvovirus.

**Deworming: 1st** of …/…./ 2022, **2nd** of …./…../2022, **3rd** …./…./2022. Dewormed with Pyrantel Pamoate.

**Hips and Elbows:** The Breeder does not guarantee hips & elbows, as by latest studies hips and elbo dysplasia are 90% environmental and only 10% genetic and there is no way to tell what causes it. To prevent hips and elbow dysplasia please feed your puppy high-quality Large Breed Puppy food (as food is the number 1 reason to develop dysplasia) or an all-life stages dog food. Strenuous exercise like excessive jumping, jolts, injuries, jogging, slippy floors and long steps during the rapid growth stage, which is until 12 months, can also cause Hip Dysplasia. Also, it’s very important to give your puppy joint supplements (we recommend NuVet) for at least the first 2 years when their growth is the fastest. Joint supplements help to avoid joint damage.

**Refunds** of the purchase price are fully refundable for 90 days from date of purchase. The puppy/dog must be returned in good condition, along with a veterinarian’s certificate of health issued no more than one week prior to returning. Any evidence of neglect, malnutrition or abuse will nullify this refund agreement. Shipping is the purchaser’s responsibility.

This puppy has had immunizations required by AZ law and has a health certificate; any defects will be listed by the veterinarian on the health certificate. Buyers are welcome to join King Shepherd puppy and family groups in Facebook.

[www.facebook.com/groups/1280818091976893/](http://www.facebook.com/groups/1280818091976893/)

[www.facebook.com/groups/180811679131952/](http://www.facebook.com/groups/180811679131952/)

Puppies coming with:

1. Health Certificate,
2. KSCOA registration certificate. Your registration is pre-paid by Breeder.
3. ARBA registration application (registration is not paid by breeder)
4. Copy of parents ARBA registrations
5. First shots
6. Microchipped
7. Some amount of food
8. Dewormed 3 times.

***If you want to obtain also ARBA registration, you must send in ARBA registration application and pay registration fee plus parentage test result fee $50. Parents test results are already in ARBA database.***

**Spay and Neuter (if not noted in the first page differently):** The BUYER agrees to spay/neuter their puppy **no earlier than 18 months** of age and **not later than** **2 years** old. If puppy is spayed/neutered before 18 months old, this contract becomes null and void!

The buyer also affirms that their purchase is for a “pet home” only and not for breeding purposes. *If the purchased puppy is used to produce a litter, the Breeder will be entitled to be compensated for breach of contract. The BUYER then agrees to pay the BREEDER an additional $5000 as penalty for breach of contract. The general health guarantee as well as the genetic guarantee becomes void if the spay/neuter contract is violated. This is meant to protect our reputation and bloodline.*  *If there is a dispute and the BREEDER has to bring legal action to enforce the contract, the BUYER will pay attorney’s fees. Any contract dispute will be handled in the court system where the breeder lives.*

**Health:** The BUYER agrees to maintain this puppy in good health, provide routine preventative health care, including but not limited to, inoculations, internal and external parasites, and preventative medications. BUYER agrees to provide fresh water, proper quality food in the correct amounts and proper exercise considering puppy age.

Due to the varying kinds of food and different environmental conditions the puppies come in contact with; and the fact that all puppies have immune systems that take time to mature, the terms of this guarantee will not be honored unless they are given NuVet Plus ® immune system builder, as directed by the manufacturer, for the entire guarantee period or Dr.Roy’s Healthy Bones. Failure to do so will render this guarantee null and void except were prohibited by law. We also highly recommend you continue to give your pet joint supplements beyond the guarantee period to promote optimal health for a lifetime.”

If any of the above preventative care has not been provided, the health warranty will be rendered null and void.

**OTHER IMPORTAND NOTICE:**

1. *The* Buyer agrees to keep this King Shepherd as a household pet, never to live in a kennel, garage, or basement, or chained outside for any length of time; tied or tethered or trained as an attack dog or used in dog fights or any other illegal activity. This King Shepherd or any resultant puppies, shall never be sold or given to a pet shop or any persons associated with such a business. Care is to be taken when the King is on slippery surface or near stairs. Also, the King’s weight is to be supervised throughout his/her life. The Buyer also agrees to take personal responsibility in monitoring the dog’s activity level. Allowed to run and play unsupervised for long periods of time may adversely affect joints and ligaments due to the rapid growth of a King Shepherd puppy.
2. Buyer agrees to the Breeder using pictures of the dogs sold to them. Should a dispute arise with said dog or this contract, Buyer agrees to keep all details private and will not disclose information regarding dog or issue on any public forum or with anyone not involved in care of dog or dispute resolution. If Buyer violates this clause in any way, contract is void and buyer will be liable for remedy described above.
3. The dog must not be euthanized or put to death by any means without written permission of the Seller. Exceptions to this clause are allowed in instances of severe injury, severe illness, complications of old age, or upon recommendation of a licensed vet.
4. The prefix “AZ King Shepherds” (AZKS) is required in permanently registering this canine with the KSCOA or ARBA registry. Buyer agrees to inform Seller of all registries that the dog is part of. Not using the prefix will render all guarantees provided in this contract null and void. Another kennel name, suffix or prefix may be added to your registry after your dog’s name.
5. Buyer agrees that training their puppy for personal protection can and will void all covenants in the contract. Buyer assumes all personal liability for such training and agrees that BREEDER is not responsible for any liability resulting from such training.

**Under NO CIRCUMSTANCES is the dog to be placed in a pet shop, animal shelter, or**

**similar establishment.**

**Under NO CIRCUMSTANCES is this dog to be used for breeding unless otherwise**

**arranged with the BREEDER.**

**Important Notes**

**Picking**

**Protecting your puppy:** Puppies are given a 1st shot while with us, this does not mean they are immune to the diseases they have been vaccinated against, check with your Vet and follow up on all recommended boosters before taking your puppy to meet the public including parks, lakes, on camping trips, and so on.

Take your puppy to the vet in a carrier and do not allow them to roam freely, do not allow other clients at the vet office to handle your puppy, this may seem unfriendly, but it is important. Just remember they may be visiting the vet with a sick pet and may not even know yet or may not consider it to be dangerous to hold your puppy. Do not allow your puppy to roam your home unsupervised unless you have thoroughly puppy proofed. Cords, plants, etc. can be dangerous to the puppy. We recommend a crate, a playpen or a gated off “puppy area” when you cannot supervise your puppy for the first couple of months at home.

**Rehoming:** If for any reason you are unable to take care of your puppy or adult dog – PLEASE contact us immediately. We will assist you in locating a new home for your puppy and if needed make space available at our home to re-home him/her. Although we will not reimburse you for the purchase price of the puppy – we guarantee to assist you place him/her into a new loving home environment and from our experience we have found that puppies and or dogs that are given away for free are less likely to be successful then a family that has financially invested in adoption. We would provide you with any funds received from the adoption (minus boarding fees at $20 a day (if in our care) and vet expenses). We also ask if you decide to re-home this puppy on your own so that we are provided with the new owner’s contact information (name, address, and phone number).

**Puppy Updates:** Your feedback is very important to us especially on things like size, temperament, and trainability. Family feedback helps us to make future breeding decisions and to better predict how our future litters will develop as adults. Now and then we would really love it if you would share with us your dog’s pictures and any helpful information as your puppy develops. Good or bad we want to know anything you are willing to share with us. We will be here day or night to answer any questions you might have about the life of your dog. We are not vets, but we are dog trainers/behavior consultants, and our life does revolve around dogs so we might just have a few tips to share with you. Enjoy your AZ KING SHEPHERDS puppy, they will change your life in many ways for the better and we can promise you that.

This contract is non-transferable and constitutes the full agreement of the parties. The seller and Buyer agree and understand that this is not an arbitrary contract. Violation of any part of this contract by the Buyer shall nullify all warranties provided by the Seller under the terms of this contract. Failure on the part of the Buyer to comply with this contract will render the Buyer liable to the Breeder for the cost thereof, including reasonable attorney fees and expenses, plus $6000 (six thousand) in liquidated damages for damages to the Breeder’s kennel name and reputation, and the Breeder’s time and trouble, loss of sales, and mental duress.

The BUYERS agreements will continue for the duration of this dog’s life and the BREEDER will have the right to enforce these agreements.

BREEDER SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: …../…../…….

[OWNER]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: ……/……/…….

[CO-OWNER]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: ……/……/………..

\*All Guarantees pertain to the original purchaser only.