

~Golden Ridge Farm, LLC~

Dog/Puppy Contract

Buyer's Name:
Tel #:
Address:
E-mail Address:
Vet Name & Tel #:
Vet appointment date:

THIS DOG/PUPPY SALE AGREEMENT ("Agreement") is entered into on this date: _____ by and between Golden Ridge Farm, LLC ("Seller") on one hand, and _____ ("Buyer") on the other hand. Seller and Buyer are sometimes referred to in this Agreement collectively as the "Parties" and singularly as a "Party."

The Parties, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

A. Description of Dog/Puppy Sold. The Seller shall sell, and the Buyer shall buy from Seller the following described dog/puppy ("Dog"), pursuant and subject to the terms of the Agreement:

Breed: German Shepherd Dog	Date of Birth:
Registered Name:	Sex: M F
Microchip #:	Color/Markings:
Passport:	SV/USCA/AKC #:
Sire:	Registration Type:
Registration#:	Hips/Elbows:
Dam:	Hips/Elbows:
Registration #:	
Dog/Puppy Purpose:	Pickup Date & Location:

B. Consideration, Payment, and Conveyance. The Buyer shall pay Seller the total sum of \$_____ (US Dollars) for the Dog, and Seller shall convey the Dog to Buyer for that sum under the following warranties and conditions expressly included in the Agreement, with no other warranties or conditions express or implied. Buyer shall be responsible for all costs of transportation of the Dog from the Seller to the Buyer.

C. Seller's Representations and Warranties. The Seller's sole representations, warranties and guarantees regarding the Dog are as set forth in paragraph above and as expressly stated in subparagraphs below; there are no other representations, warranties or guarantees, express or implied:

- The Dog is a purebred dog and can be registered with SV, AKC, USCA Seller shall provide the paperwork to Buyer with this contract _____ or at a later date, _____ as set forth in paragraphs below.
- As of the date of the Agreement, to the best of the Seller's knowledge and belief the dog's health is good.
- Seller warrants that both parents of the puppy have passing hips and elbows.
- Seller warrants that the pedigree of this Dog as detailed above is true to the best of the Seller's knowledge.
- Buyer is completely satisfied with and waives all claims regarding the Dog's conformation, appearance (for dog's appropriate age standards). Buyer has completed a visual inspection at the time of signing this document.
- There is **NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE** regarding the Dog, including no warranty, representation or guarantee that the Dog is fit for breeding or any other purpose, will grow to a particular size or weight or have a particular coat or temperament. 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.
- Seller shall not be responsible to pay and shall not pay any veterinarian bill regarding the Dog at any point in time.

D. Limitation on Buyer's Rights and Remedies.

The Buyer shall have 72 hours from the date the Dog is delivered to Buyer to have the Dog examined by a licensed veterinarian. _____ (Initials of Buyer)

Paid for at Buyer's expense and to personally inspect the Dog, for the guarantee in this section to be valid If, within the first 72 hours.

D1 Returns. The Buyer may return the dog for a full refund during the 3-day period, provided the dog is returned in the same condition as at the time of delivery with a vet documentation of health to travel.

D2. Hips Elbows. Breeder offers a 2-year hip and elbow dysplasia warranty that applies to dogs up to 2 years of age. Diagnosed by a Certified Orthopedic Vet that is Penn Hip Certified, as active hip dysplasia, for the sake of this contract, is defined as radiographic results determined to be moderate or severe by the AIS Penn HIP method when DI (Distraction Index) is 0.70 or above.

D3. Dog Congenital Health. The Seller provides warranty of 2 Years for Genetic Guarantee as follows German Shepherd breed-relevant DNA testable genetic conditions that are mortality and crippling. These results of two abnormal alleles, termed "at risk" would be warrantied. For a period of 2 years from the time of sale. We make every effort to ensure the genetic "Soundness" of our dogs. However, no genetic issue is exact.

D4. Dog Health This warranty does **not** cover, any non-congenital conditions, diseases, viruses, minor health issues minor infections, allergies, stress colitis/diarrhea, internal or external parasites, improper bites, stress-related illness, undescended testicles, hernias, hypoglycemia, cancer, or endocrine disorders. Injury (deliberate or accidental), abuse, untimely or inappropriate veterinary care. It also does not include any illness due to the ingestion of foreign objects, food, chemicals.

D5. Buyers' Additional Obligations and Agreements. Buyer, during the life of the Dog, shall have the following specific duties and obligations regarding the Dog in addition to all other duties and obligations set forth in this Agreement:

Buyer shall maintain the Dog in good health with proper weight, not allowing it to become overweight at any point in time (an overweight dog is a contributing factor to hip dysplasia). Avoidance of stress injuries, stomach bloat, ensure puppy dog receives all proper veterinary care.

Buyer shall provide nutritional high-quality food specific for Large Breed Puppy until dog reaches 85-90% of adult weight unless documented by Vet with explanation of recommendation to be provided to the breeder in the mail USPS.

Buyer shall complete at a minimum, training basic-on-leash obedience training and shall continue to provide varied complete socialization opportunities for the Dog throughout its formative stages of development.

The Dog shall NOT be LEFT in ONLY a BACK YARD or KENNEL.

Buyer shall not abuse the Dog in any matter, including but not limited to by mistreating, or neglecting the Dog.

Buyer shall have a fenced yard or walk the dog with close supervision, unless off leash training has been completed, and the Dog shall not be allowed to run in the community/neighborhood at large.

D6. Buyer's Remedies. Any such claim must be in writing and accompanied by a full written report by the licensed veterinarian including the Dog's name, the veterinarian's signature, and telephone number, which claim, and report must be delivered to Seller within documented report creation of 5 business day time frame.

The following applies: the diagnosis must be documented Buyer must also provide proof of all veterinarian examinations, and documentation of food purchases. This ensures that pup has been fed only high-quality food, has been kept at an appropriate weight, and has been kept up to date on all vet care. Guarantee is void if the dog has been spayed or neutered before it has turned 18 months of age; spaying/neutering before this recommended time, is proven to drastically increases the risk of dysplasia. We recommend age 2. Breeder reserves the right to have a second opinion from their own veterinarian. Guarantee is void if breeder determines that the dog has been mistreated, abused, or neglected, evidence of strenuous exercise, overweight at any time, previous related trauma, dog has been bred and/or there has been a breach of this contract. This guarantee is non-transferable. This is a replacement puppy guarantee only of equal or lesser value at the breeder's convivence (gender and color not guaranteed). If the Buyer declines the replacement puppy, then Seller shall be under no further obligation, and Buyer shall be deemed to have released the Seller from all further claims and waived any further remedies. If the puppy is euthanized or in any way disposed of, without a second or third opinion from veterinarian, the buyer waives all rights to a replacement. Breeder has the right to, at any time; decide to stop breeding German Shepherd dogs. In this case, no replacement puppies shall be given, and this contract is null and void. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

For Ear standing formation, both testicles descend by 2 years of age. A remedy refund of \$250.00 will be given. Buyer's remedies shall be extinguished if buyer fails to fulfil its obligations under section D6.

D7. Buyer Return past 3 days. The right to return the Dog to the Seller for documented reason by licensed veterinarian or licensed trainer documentation of reason(ex. Puppy's poor response to established family pets.) within 7-business day time frame of delivery of the Dog to the Buyer for a refund of \$1,500 of the purchase price of the Dog once the dog has been re-homed by the breeder; provided, however, that Buyer shall be responsible for providing vet documentation of dogs health to travel, pay all transportation costs to Seller's residence, and shall return the Dog in the same condition the Dog was in at the time the Seller delivered the Dog to Buyer and with all paperwork provided by Seller to Buyer.

E. Breeding Obligations and Terms. All dogs are sold on limited registration.

If the Dog purchased is *Companion* quality. Buyer shall neuter/spay the Dog after the Dog reaches 18 months but before 2.5 years of age and shall never breed the Dog. Registration will be provided after spay neuter documentation. Buyer shall provide written vet documentation to Seller that the Dog was neutered/spayed by USPS mail.

If the Dog exhibits potential for SHOW/BREEDING quality. The dog must prove these qualities by completing A-D below.

- a. Before it is ever bred, the dog must pass hip certification by eighteen (18) months of age through German A Stamp (SV), OFA passing or FCI C or better. Penn hip .5 or below. If the Dog does not pass the hip certification described above, the Buyer shall spayed/neuter the Dog and provide proof to the seller.
- b. Dog shall complete and pass Temperament test or Breed Survey.
- c. Dog shall obtain a working title.
- d. Dog shall be shown with a SG rating or better.

The German standards for breeding.

Seller shall provide Buyer with the Full Breeding rights AKC, USCA or SV full registration (release of limited status) upon written proof that the Dog has passed all the above checked (Parts A, B, C, &D) or if the Dog fails the any part, Buyer shall provide written proof that the Dog has been spayed/neutered signed by licensed Veterinarian.

In addition, if Buyer breaches any of his or her obligations under this Agreement, Buyer shall pay Seller as liquidated damages an amount equal to twice the original purchase price, up to a total of \$15,000.00, due to the difficult or impossibility of calculating the damages caused by such breach.

F. Seller’s Continuing Rights regarding the Dog. For the life of the Dog, Seller shall have the first right of refusal to take, reverted ownership or relocate the Dog if Buyer decides or it becomes necessary that Buyer no longer retain possession of the Dog or Buyer can no longer meet his, her or its obligations under the Agreement. In the event Seller exercises the right, Seller shall arrange, with Buyer’s cooperation, to have the Dog delivered to Seller. Buyer SHALL NOT sell to pet store or puppy mill, transfer ownership or possession, give away to animal shelter, rescue, euthanize, or dispose of the Dog by any other means or in any other way without the knowledge and written consent of Seller; provided, however, that this obligation shall not apply where a licensed veterinarian determines that he or she must euthanize the Dog due to an emergency or the age of the Dog. Any transfer back to Seller shall be accompanied with the appropriate USCA, AKC and/or SV registration papers, veterinarian records etc., properly endorsed. At the Seller’s discretion refund amount (\$1,500 or less) or replacement puppy based on investment by the Seller to re-home the dog (ex. Vet care, training, boarding). Calculated and assessed once rehomed. **No questions asked, at any time the dog may be relinquished to Golden Ridge Farm, LLC.**

If Buyer breaches any of these obligations set forth above or does not maintain the Dog in a condition in accordance with the state and/or national Humane Society, the ownership of the Dog SHALL IMMEDIATELY REVERT to the Seller, and Seller shall have the right to repossess the Dog with NO refund or Reimbursement to Buyer and at no expense to Seller. In addition, if Buyer breaches any of his or her obligations under this Agreement, Buyer shall pay Seller as liquidated damages an amount equal to twice the original purchase price, up to a total of \$20,000.00, due to the difficult or impossibility of calculating the damages caused by such breach.

G. Limitations of Contract and Non-Transferability. This Agreement and the Buyer’s and Seller’s rights and obligations under this Agreement shall apply only to the original Dog purchased by Buyer from Seller and described in this Agreement. Buyer shall not transfer or assign this Agreement or any of Buyer’s or Seller’s rights or obligations under the Agreement to any other person or entity, and any such attempt to transfer or assign the same shall be null and void.

Except as expressly stated in this Agreement, Buyer releases the Seller from all liability arising out of or relating to the Dog or the Agreement, including but not limited to purchase of the Dog, veterinary care of dog, training of Dog or ownership of Dog and any legal liabilities, from the date of signed contract.

H. Defemination/Slander. Buyer shall refrain from making any disparaging, false, negative, or uncomplimentary statements on social media or any other publicly accessible media regarding or against Golden Ridge Farm, LLC or Lauryn Shaffer and shall not slander Golden Ridge Farm, LLC. All buyers are encouraged to connect privately with Seller to find a remedy. If buyer breaches this provision, Buyer shall return the dog to Golden Ridge Farm, LLC and pay liquidation damages in the amount of \$10,000, attorney’s fees and cost, and any additional cost incurred by the Seller in recovering the dog from the buyer.

I. Notices. All notices, consents, waivers, demands or claims of any kind which either Party to this Agreement may be required or may desire to serve on the other Party in connection with this Agreement shall be in writing and shall be mailed, by US mail first class or overnight mail, to the address below:

Seller:

Lauryn Shaffer, Golden Ridge Farm, LLC
5718 Emory Rd (private address appointments only!)
P.O. Box 26
Upperco, MD 21155
Telephone: 410-200-9857
Email: goldenridge@grfgsd.com

Buyer:

(Documented information on the top of pg. 1 of this contract)

Buyer shall notify Seller of any changes in the Buyer’s mailing address, phone number and/or e-mail address within thirty (30) days of any such change.

Waiver and Amendment. No term of this Agreement shall be waived, modified, or amended, including this provision, except in a writing initialed by both Parties. **No Other Warranties or Representations.** Each Party acknowledges that, except as expressly stated in this Agreement, no Party nor any of its agents, employees, or representatives has made any statement, representation, warranty or guarantee to any other Party regarding any fact relied on by any other Party in entering into this Agreement. Each Party specifically acknowledges that he, she, or it has not relied on any statement, representation or promise of any Party, or of any of its agents, employees, or representatives in executing this Agreement, except as expressly set forth herein. In addition, each Party acknowledges that he, she, or it is under no duress or undue influence and that each executes this Agreement as an act of his, her or its own voluntary will.

Buyer's Acknowledgement of Reading and Understanding Agreement. Buyer acknowledges that he, she, or it has had a full and fair opportunity to review the Agreement and consider the meaning and requirements of the terms of the Agreement before signing the Agreement. Buyer acknowledges and agrees that he, she, or it understands the terms of this Agreement, including the Seller's rights and Buyer's obligations, and agrees to be bound by the Agreement.

Integration. This Agreement is the complete agreement between the Parties relating to the subject matters hereof, and there are no written or oral understandings or agreements directly or indirectly connected with this Agreement that are not incorporated herein. Any prior negotiations, correspondence, or understandings relating to the subject matters of this Agreement shall be deemed to be merged into this Agreement and shall be of no further force or effect.

Severability. In the event one or more of the provisions of this Agreement, for any reason, should be held invalid, illegal, or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

Construction and Interpretation. The Agreement and the documents to be executed and exchanged in accordance with this Agreement are to be construed and interpreted fairly and reasonably in accordance with their terms and not as against any party as the drafter thereof. Any time the singular of a word is used in the Agreement, it shall be construed to include the plural of the word where such construction is appropriate.

Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws, and venue and jurisdiction for any proceeding to enforce or interpret this Agreement or any dispute related to this Agreement shall lie exclusively in federal or state court in Carroll County, Maryland.

Enforcement. If any party seek to enforce/protect its rights under this Agreement or under any document/instrument executed and delivered in connection herewith in any action, suit, arbitration, case, or other proceeding, including all bankruptcy cases and proceedings, the prevailing party shall be entitled to receive from the other party payment of its costs and expenses, including reasonable attorney fees incurred, including all appeals or petitions therefrom.

Additional Amendment

1. German imports have no guarantees period.
2. ____/____(initials) for additional amendment. _____

(If applicable) Puppy dog will be boarded with Seller until_____/____(days) a fee of \$70.00 a day. After this day/time puppy/dog will be resold with refund at the discretion of the breeder. Breeder not responsible for any occurred vet bills or liabilities.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.
By signing this contract, you affirm that you have read and understand this contract in its entirety.

DATE: _____

Seller: Lauryn Shaffer, Golden Ridge Farm, LLC

Signature: _____

DATE: _____

BUYER Name: _____