

# Sales Contract

PO Box 486

Hondo, Tx 78861

[demfeuerhausgundogs@8gmail.com](mailto:demfeuerhausgundogs@8gmail.com)

512-755-5376

PUPPY PURCHASE CONTRACT PLEASE READ THIS CONTRACT CAREFULLY AND MAKE SURE TO FILL IN ALL THE BLANKS. INITIAL AND DATE EACH PAGE. THE BUYER AND SELLER MUST SIGN AND DATE THE CONTRACT BEFORE BUYER TAKES OWNERSHIP OF THE PUPPY. The Buyer Agrees to Purchase One German shorthaired pointer Puppy:

Nickname: \_\_\_\_\_

Price (SHIPPING NOT INCLUDED): \_\_\_\_\_

Gender: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

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

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

DOB: \_\_\_\_\_

NAVHDA Registration Number (Limited): \_\_\_\_\_

PUPPY GUARANTEED AS FOLLOWS: The seller guarantees that your puppy will be in good physical condition for the first 48 hours after the buyer takes possession of the puppy. The buyer agrees to have the puppy examined in that time frame (48 HOURS) for a complete physical exam. If the buyer fails to have the puppy seen and documented of this, the guarantee is not valid and no puppy/money will be refunded. If the vet finds the puppy has a serious physical condition, other than a viral/bacterial cold such as, coccidian giardia, bloody stools, kennel cough, or upper respiratory infection that can be treated with an inexpensive medicine, the seller will replace the puppy when available (from same or subsequent litter); after the original puppy is returned to the seller at the buyer's cost (NO CASH REFUNDS FOR THE PUPPY). The seller reserves the right to a second veterinarian's opinion at the cost of the seller. No replacements will be given in the case of Parvo, Coccidian, or Giardia once they leave our kennel. Parvo, Coccidian, and Giardia can be brought on by several factors including stress of shipping, new environment, food, people, and the weather/climate. Kennel Cough is caused by bacteria and must run its course; it can be seen in dogs that are shipped out. All puppies are treated before they leave according to its age (shots & worming). We do not and will not cover any treatment for the issues listed above. Kennel Cough, Coccidian, or Giardia on their own is not considered life threatening. All puppies are preventatively treated for worms, tapeworms, coccidian, and giardia before they leave our kennel. Puppies will also be up to date on puppy vaccinations consistent with their age. The above issues are not considered life threatening, if you do see potential symptoms have your puppy checked by a veterinarian.

## Guarantee on Defects

We guarantee against all genetic/hereditary defects that cause serious impairment of the vital functions of the puppy until it is two (2) years of age. The seller does not and will not pay any vet bills for any reason. If a genetic/hereditary defect is found, seller will exchange that puppy with another of equal value, subject to a veterinarian's signed and dated statement of the genetic condition along with the cause of the defect/condition along with supporting evidence i.e. /x-rays, (subject to a review of a veterinarian of the seller's choice at the buyer's expense). Premature death must have proper documentation/diagnosis made by a licensed veterinarian to prove the cause of death; without this, the puppy will not be covered in any way. The seller has the right to a second opinion with a vet of the seller's choice at the cost of the buyer. No money will be refunded for any reason. Any problems with hips must be documented with sufficient supporting evidence (x-rays for OFA/PennHip) by a licensed vet. Seller reserves the right to a second opinion by a vet of our choice at the cost of the buyer. This condition must be proven to be an inherited defect. If this is found to be true, the buyer is entitled to a replacement puppy if the seller agrees to replace it. The only amount that would be credited is the cost of the puppy purchased (if the seller decided to refund the purchase price of the puppy instead of replacing the puppy). This is at the total discretion of the seller. The seller will not refund any shipping charges that may have incurred. If the puppy is replaced and the replacement puppy costs more, the buyer must pay the difference. This guarantee does not cover skin allergies or umbilical hernias. We do not breed dogs with undesirable conditions such as skin allergies, mange, or bad hips, but we cannot guarantee that previous generations before did not have these conditions in their lines. Therefore, we cannot guarantee these conditions will not show up in future litters.

## BUYER AGREES:

Our puppies will not be available to leave until (both) 10 weeks of age and 2 sets of puppy vaccines have been administered. Vaccines are administered at 6 and 9 weeks of age.

Puppies must be properly taken care of. Under no circumstances will the puppy/dog be kept on a chain/tether aside from a leash while walking. Puppy's daily needs must be met (proper health care, living conditions, nourishment, and freshwater). Buyer agrees to provide proper veterinarian care, internal parasite prevention, age appropriate vaccinations, heartworm medication, and flea and tick control. Buyer agrees to provide good quality dog food, fresh water, adequate fencing, and shelter. Puppies are dewormed at two, four, six, and eight weeks of age. Buyer must continue with a vet approved deworming schedule.

Puppies must receive a fourth parvo vaccine due to parvo outbreaks being more common. If your normal vet will not give the vaccine, find a vet who will give the vaccine. Dem Feuerhaus must see proof that this 4th parvovirus vaccine was administered by the vet. No replacements or refunds shall be given for puppies the contract parvo after leaving our kennel.

Puppies/Dogs will never be fed grain free dog food due to possible DCM connection (Dilated Cardiomyopathy).

Puppy matches will be made at 6 weeks of age. You are welcome to come at any time to see the puppies in person after the puppies receive their 1st set of shots and as long as 72 hours of notice is given.

Puppies are dewormed four times with two different types of deworming medications to ensure puppies are worm free. If a puppy does happen to test positive for worms at a veterinary exam DO NOT expect to return the puppy or ask for a refund. This can easily be treated and the medicine is inexpensive. No refund of monies will be given. No puppy will be returned.

In the event the puppy/dog is later sold and/or transferred from the possession of the buyer for any reason, the seller will have the absolute right to repurchase the puppy/dog for the sum, not to exceed the purchase price upon breeder approval.

Puppy will be sold on a co-own contract with Renay Thomas as the co-owner for showing purposes. Once breeding requirements have been met, Renay Thomas will fall off the papers giving full ownership to the buyer. Buyer must either title the dog or test the pup in an AKC JR Hunt Test or NAVHDA Natural Ability Test or shown to a minimum of AKC CH. Other dog sports at the breeders discretion can also grant full rights. The dog must receive a NA Prize III or higher or complete four (4) legs or braces of an AKC Jr. Hunt test to receive the title of Junior Hunter to be considered. Also, to be considered for full registration, the pup must be OFA or PennHIP certified for hips & elbows and must score excellent or good. No dogs who score fair or below will be considered for full registration. After testing, full NAVHDA Registration would be considered along with breeding rights. Note: Just showing up for the test with an untrained dog does not grant breeding rights. However, special (case by case) consideration is given to owners who put forth a good effort to ready their dog for testing. Note: If breeding rights are granted, a male or female cannot be bred until after OFA has been done at 24 months of age.

Dem Feuerhaus Gun Dogs expects the buyer to breed responsibly. We have worked very hard to create these lines. All dogs must be bred to dogs with equal or better lineage. We reserve the right to refuse breeding rights to any puppy for any reason.

Male or female dogs who are bred without breeding rights being granted, including both purposeful and accidental, will incur a penalty of \$18,000 USD plus any court costs if applicable (to be paid to the seller) – the average value of a well-bred German Shorthaired Pointer litter.

Females who are granted breeding rights will not be bred until 24 months of age and/or upon their third heat cycle. If a buyer chooses to spay a female, the buyer must wait until twenty four months of age to allow growth plates to sufficiently close to avoid any potential hip issues. Males will not be used for breeding until twenty four months of age and after OFA testing has been performed and acceptable. If a buyer chooses to neuter a male, the buyer must wait until twenty four months of age to allow growth plates to sufficiently close to avoid any potential hip issues. If

the buyer has the male or female spayed or neutered before twenty four months of age this will void any guarantee pertaining to hips.

Full registration cannot be bought. We will not guarantee that the buyer will be able to show/breed the puppy purchased.

Our litters will be pre-registered with our kennel name: dem Feuerhaus. All of our litters will be prefilled with a name according to the letter of the litter and ending in "dem Feuerhaus". (Example: A \_ \_ \_ \_ dem Feuerhaus). So, a puppy from the "A" litter could be named "Anna von dem Feuerhaus" or "Angel von dem Feuerhaus." A puppy from the "C" litter could be named "Clyde dem Feuerhaus".

Buyer agrees that no puppy will be exposed to public areas such as (but not limited to) dog parks, pet stores, parks, and hiking trails where risk of exposure to such fatal diseases as parvovirus is high. Buyer will not allow the puppy on the dirt or the ground (even at the puppy's home) until at least 48 hours after the full set of the puppy series vaccine has been administered by a licensed vet. Doing so voids all health guarantees of the puppy; additionally, the breeder will not be refunded any monies or replace the puppy due to illnesses acquired from carelessness and neglect. We understand the excitement of taking your puppy out into the world, but please only do so no less than 48 hours after the final puppy series vaccines have been administered by your vet. One bad choice can cost your puppy his/her life. And if treated successfully, parvovirus treatments will cost thousands of dollars. Survival rate is low (even with treatment) – and if the puppy survives he/she may have lasting medical issues from this illness. There is a moderate vaccine failure rate among fully inoculated dogs/puppies. So, prevention is the key.

Buyer agrees that it is their responsibility, not the vet's responsibility, to provide proper documentation from the vet that the puppy was examined by a veterinarian within 48 hours from the time of possession.

Buyer agrees that it is their responsibility, not the vet's responsibility, to provide proper documentation from the vet that the dog was spayed or neutered by 24 months of age (if breeding rights were not granted by dem Feuerhaus).

Even though the GSP is a hearty working breed, it is advised that heavy, strenuous exercise including (but not limited to) jogging, weight pull, and similar activities not be permitted until the puppy reaches at minimum 12 months of age. Going against the advice of the breeder will result in a void in any guarantees on hips, shoulders, elbows, or any musculoskeletal portions of the body. Exercise of this level at a young age can cause long lasting, debilitating and painful effects on your puppy/dog, even if performed under the approval of a veterinarian.

Buyer agrees not to have the puppy/dog perform any strenuous exercise until the puppy has reached the age of 12 months. Buyer understands that doing so will void all health guarantees on the puppy/dog. No exceptions.

Buyer agrees not to run the puppy or dog in bay pens or hunt the dog or puppy on hogs for any reason. Under no circumstances should the dog or puppy be sent after a hog, whether the hog is dead or alive. This dog or puppy cannot be used for tracking a shot hog. Hogs are extremely dangerous and willing to kill anything that poses a threat. Doing so could result in serious harm, injuries, or even death to the puppy or dog. Buyer failing to follow these guidelines, will result in breach of contract, making all health guarantees null and void.

Buyer agrees not to participate in dog fighting or any other illegal activities with the puppy or dog. Doing so will result in breach of contract. Seller has all rights to remove a dog or puppy from the buyer who breaks these guidelines. Any and all court costs in retrieval of the puppy or dog will come at the buyers expense.

Buyer agrees that if any of the above are not met they will be required to return the puppy/dog with no money/puppy refund. This contract is non transferable from the original purchaser.

Retainer fees applied to any puppy, dog, or pick spot are nonrefundable, no exceptions. However, retainer fees are transferable to another available puppy or pick spot. At the time of placing any retainer fees, the buyer understands and agrees that this fee is not refundable.

Shipping of a dog or puppy will come at the buyers expense.

The buyer agrees to provide dem Feuerhaus updated pictures of the puppy within seventy – two hours of the request. The biggest satisfaction of breeding is being able to see your produced puppy's development in their happy home.

The buyer and seller agree that this is the full and complete agreement that exists between the parties for the sale of this puppy/dog. The buyer understands that if he/she doesn't follow all the rules stated they will return the puppy/dog with no refunds or replacements. The buyer also gives the seller permission to take possession of the puppy/dog by any means, if any part of this contract is not met or followed. UNDER NO CIRCUMSTANCES WILL THIS PUPPY/DOG BE SOLD, LEASED, TRADED, OR GIVEN AWAY TO ANY BREEDER, KENNEL, PET SHOP, RESEARCH LABORATORY, ANIMAL SHELTER, OR SIMILAR FACILITY. DOING SO, THE BUYER WILL BE RESPONSIBLE FOR ANY LEGAL OR RECOVERY FEES ASSOCIATED WITH THIS THE LEGAL RECOVERY OR LOSS OF THIS PUPPY/DOG.

If the buyer cannot keep the puppy/dog it MUST come back to dem Feuerhaus. If the buyer is surrendering the dog no monies will be given back to the buyer under any circumstances. Dem Feuerhaus will monitor the dog to see if it will need any further training to correct any bad behaviors etc. before rehoming. Dem Feuerhaus may start a dog on birds and sell it as a started dog. There will be a \$20 a day boarding fee. Once a dog is fit to be rehomed, the dog will be sold at a price determined by dem Feuerhaus. Once boarding fees have been deducted, buyers will be refunded their remainder of money. Any profit made on the sale will be property of dem Feuerhuas.

If any part of the contract is broken and the puppy/dog is put in danger due to neglect, dem Feuerhaus has the right and will take possession of the puppy/dog. This may include a court proceeding to take possession of the dog. Buyer will be responsible for all court costs associated with repossession.

Contracts that are signed but not abided by are considered gross negligence and put the puppy in danger and the buyer at fault.

(Buyer agrees that they have read, understand, and agree to all requirements of this contract).

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Seller Signature: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Seller Printed: \_\_\_\_\_

Buyer Printed: \_\_\_\_\_

**BUYER INFORMATION:**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_