

# The Guardian Kennel Puppy Contract

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Home to AKC German Shepherds  
Owner and Breeder: Joseph Garcia  
2821 Old Marlin Rd  
Waco, Texas 76705  
(254) 733- 9331 cell

Joseph Garcia

AND

Buyer(s) \_\_\_\_\_  
Phone # \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
Email \_\_\_\_\_

Voluntary enter into and agree to all terms stated in this contract as witnessed by their signatures at the end of this contract.

The following is a binding contract between Joseph Garcia hereby known as "seller" and \_\_\_\_\_ hereby known as "buyer" for the purchase of a German shepherd dog.

The puppy is described as follows:

Name, Sex, and Color \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
Litter # \_\_\_\_\_  
Sire name and Reg. # \_\_\_\_\_  
Dam name and Reg. # \_\_\_\_\_

The following puppy will be sold with the following warranties and conditions, any further warranties or conditions must be agreed upon in writing at the time contract is signed.

## LIFETIME GUARANTEE

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We take pride in the fact that our relationship with you does not end when you take home a puppy from us. As a conscientious breeder, I'd like to believe nothing can ever go wrong with our puppies. However, certain things are never in our control. A puppy's health is dependent on a lot of factors like genetics, exercise, food & nourishment and overall care. If and/or when something goes wrong, we always strive to help, oftentimes even when our guarantee doesn't cover it. While we may not be able to guarantee that your puppy will never have a health problem, we guarantee that we will do our best to ensure your new family member is a healthy one!

We ensure our puppies are up-to-date with vaccinations and have been de-wormed. Finally as an additional check, we ask that you take your puppy to a licensed veterinarian 48 hours after you receive your puppy, so we can be sure that your puppy is a happy, healthy one.

Lifetime is defined as a period of ten years from the puppy's date of birth. Here is what it covers:

- We do not believe your puppy is replaceable but we do believe that sometimes the pain can be lessened in the company of another furry friend. In the unlikely event of the death of a puppy within one year from its birth due to

genetics, or if the puppy is found to have congenital or hereditary disorders (within one year) which adversely affects the health of your puppy, we will replace the pet with another of equivalent value at no cost to you. The cause of death should be certified by a licensed veterinarian.

- In the event of the death of a puppy, due to genetics, after the first year of birth, we will issue a credit in the amount of 50% of the original cost towards the purchase of a replacement puppy of equivalent value. The cause of death should be certified by a licensed veterinarian.

### **What we need from you:**

Nothing delights us more than knowing we were able to bring a healthy, happy puppy to you. We do seek out your help to ensure your puppy remains healthy. Here are a few measures that will help:

- Send us a copy of the examination (medical record) within 2 business days of receiving your puppy. The examination must be performed by a licensed veterinarian. Your puppy will come with up-to-date, age-appropriate vaccinations, so make sure you do not vaccinate within the first ten days of receiving your puppy.
- The daily healthcare and maintenance of your pet, including all the recommended immunizations and examinations.
- While we de-worm and vaccinate your pup till the departure date, we'd like you to continue proper de-worming and conducting regular exams up to 16 weeks of age or more (or as recommended by the veterinarian).
- Due to the varying kinds of food and different environmental conditions the puppies come in contact with, we will not guarantee their health unless they are given NuVet Plus for a minimum of 10 years using the manufacturer's recommended dosage. Failure to do so makes the **lifetime guarantee** null and void. We believe in this product enough to guarantee that if you use it for the duration of your dog's life, your Guardian Dog will have less health problems. *(Important: In order for Guardian Kennel to confirm that you, as a*

*customer, are using the **NuVet** vitamins, and to offer you our Lifetime Guarantee, you must order NuVet from the Guardian Kennel website. This ensures that we will know exactly who is consistently using NuVet and abiding by the requirements we have set for our Lifetime Guarantee.)*

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

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

### **Exceptions to our Guarantee:**

- We cannot guarantee the disposition or temperament, conformation, size, weight, color, markings or breeding ability of your new puppy.
- No replacements will be given on hip/elbow dysplasia if the puppy or dog is over-weight.
- Failure to provide your puppy with timely inoculations or regular veterinary care will void this guarantee.
- This guarantee does not cover any veterinarian costs.
- This guarantee does not cover any costs associated with spaying or neutering, including undescended testes or umbilical hernias.
- No monetary refunds will be given

In addition to our Lifetime Guaranty we also would like to follow and offer these conditions :

1. The above described puppy is declared, to the best of our knowledge, to be in perfect health, to be sound in body, and is free from communicable diseases. The Seller states that the puppy in question and covered by this contract has been wormed at least twice and given his/her first set of puppy vaccination shots and a record of this vaccination and de-worming history will be shown and provided to buyer.

2. The Buyer agrees to have said puppy examined by a veterinarian within 48 hours of pick up. If puppy is found to have a long term illness by a licensed veterinarian, it shall be returned to Seller for a full 100% refund. ( This doesn't include short term illnesses such as Giardia or Cociddia. ) Must have proof of veterinarian office receipt and actual documentation of illness. Refund will be given within 90 days of returned date.

Puppy picked up on \_\_\_\_\_@\_\_\_\_\_

You have until \_\_\_\_\_@\_\_\_\_\_ to return puppy

3. If the above described puppy is ever diagnosed as having a permanent crippling genetic disorder, such as hip or elbow dysplasia, within 3 years from the puppies birth date, the Seller will replace the puppy with another puppy of equal value of buyers choosing, at the earliest possible date not to exceed one year from date of x-rays and diagnosis from a licensed veterinarian, radiologist, or the Orthopedic Foundation for Animals (OFA). We also want to see the dog or puppy in person to see how severe his/her dysplasia is. This guaranty only covers **severe** hip/elbow dysplasia and by definition, a severe crippling disorder renders the animal disabled i.e, the puppy is clinically UNABLE to walk due to pain, unfit to function effectively, and or refuses to stand or walk. No replacement will be given if the puppy or young adult is over-weight. Buyer must show proof of documentation of puppy's said condition. Under no circumstances will a monetary refund be given. Please understand this before you sign our contract.

4. This German shepherd puppy is sold as **Pet Quality only and is NOT guaranteed to be of breeding or show quality**. This means we don't guaranty the color, weight, height, over or under bites ( parrot bite ), any type of skin allergies, ears not coming up, un-descended testicle(s), and umbilical hernias. (remember you are buying a pet and these physical attributes shouldn't matter when it comes to loving your new puppy)

5. The seller will furnish the said AKC litter application form or the said puppy's registration certificate to the Buyer either on pick up date or no later than 60 days after pick up date. If failure to provide the AKC application or certificate within the 60 days, Buyer will be given a full 100% refund on said puppy.
  
6. If for any reason buyer can no longer care for the above mentioned puppy, Buyer agrees to return the puppy to us. These are our babies for their entire life and we, as the breeders, have the responsibility to care for our puppies produce. We ask you the Buyer please under any circumstances, don't ever take our puppy to the "Dog Pound". Also, if you are ever in need of boarding due to vacation, we will open our home to care for your Guardian German shepherd for half of what any boarding facility will charge. For example: if you call and they quote you \$150 for the stay, we will do it for \$75.
  
7. The buyer hereby agrees to never chain or abuse the purchased puppy and to always provide adequate food, fresh water, shelter, and medical care. If we are notified by anyone that this puppy is being abused or chained up and documentation is provided that proves the allegations then we reserve the right to confiscate our puppy. If you want to go to court to fight for this puppy, you are responsible for any and all court cost.
  
8. The consideration for this agreement is the sum of \$\_\_\_\_\_ and this was paid on \_\_\_\_\_ or you may choose a payment plan.

Condition for your payment plan, if any, are as follows \_\_\_\_\_

Non-refundable deposit: \$ \_\_\_\_\_

Payment #1 in the amount of \$ \_\_\_\_\_ was paid on \_\_\_\_\_

Payment #2 in the amount of \$ \_\_\_\_\_ was paid on \_\_\_\_\_

Payment #3 in the amount of \$ \_\_\_\_\_ was paid on \_\_\_\_\_

The balance was paid in full on \_\_\_\_\_

or

The balance due will be \$ \_\_\_\_\_

The balance will be paid by the \_\_\_\_\_.

Payment plan for the due balance will be as followed:

Payment #1 will be due on \_\_\_\_\_

Payment #2 will be due on \_\_\_\_\_

Payment #3 will be due on \_\_\_\_\_

If any payments are missed and you don't call to make other arrangements, we will assume that you are breaching the contract and we will confiscate the above mentioned puppy. We will take any means necessary by law to confiscate our puppy. You will have 30 days to pay in full or you lose any and all money given and Joseph Garcia and The Guardian Kennel will assume ownership of said puppy.

The Seller/Breeder neither makes or implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the Seller and Buyer with respect of this sale. The Buyers signature below indicates the he/she/they have read, agrees and does understand all the conditions of the Sales Agreement and Contract of Sale.

Date signed \_\_\_\_\_

Seller \_\_\_\_\_

Buyer(s) \_\_\_\_\_

## Secondary Clause for Health Guarantee

*This section is for any customer choosing not to use the NuVet product.*

The Lifetime Guarantee is NULL AND VOID, however the puppy will be sold with a **6 month** genetic health guarantee. This covers anything related to a congenital health defect involving defects or cancer to the heart, liver, kidney, and eyes. If said puppy is ever diagnosed as having a congenital health defect, the puppy will be replaced with a puppy of equal value. If the new puppy is higher priced, the customer agrees to pay the difference. This puppy sold is valued at \$\_\_\_\_\_. No monetary refunds will be given, including all vet expenses.

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

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

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