

Puppy Purchase Contract

Breeder: Pedro and Amy Jimenez
Cedar Creek Shepherds LLC
Kennel de Casa Cubano
58 Cedar Dr
Sterling VA 20164
AmyJ@CedarCreekShepherds.com
PJimenez5@verizon.net
304.268.5079
703.244.4548
www.CedarCreekShepherds.com



Buyer(s):
Name(s):
Address:

Phone:
Email:

It is agreed between Breeder and Buyer as follows:

1. **Description of Dog**

The puppy sold pursuant to the terms of this agreement is as follows:

Breed: **Breed**

Sex: **Sex**

Color/Markings: **Color**

Whelp Date: **Whelp Date**

Sire: **Sire Name**

AKC# **Sire Reg #**

Dam: **Dam Name**

AKC# **Dam Reg #**

Puppy AKC Registration # **Reg #**

Name to be Registered: _____ **de Casa Cubano**

2. **Breeder's Representations**

The following representations and conditions apply to the sale of the aforementioned puppy:

- a. As of the date of this agreement, the puppy is in good health and free of communicable diseases. Puppy has received routine 2 week worming with Pyrantel, and has received first vaccines on **Date**. Current health records will be provided.
- b. The Buyer has 5 days after possession to have puppy examined by a veterinarian, and to personally inspect the puppy. Any claims must be made within this time period, and will be verified by Breeder's own veterinarian.
- c. Buyer is completely satisfied with, and waives, any and all claims regarding the puppy's conformation, and outward appearance (meaning the puppy meets the breed standard at this age.)
- d. Except as expressly set forth in Sections 5 and 6, Breeder expressly disclaims any and all warranties, expressed or implied, with respect to the puppy or this Agreement, including without limitation the warranty of merchantability or suitability for a particular purpose.

3. **Consideration**

This puppy, identified in Section 1, is being sold for the price of \$2,500.00 to be paid in full on pick up (8 weeks old). A \$500.00 deposit will be required, which is non-refundable. We do not ship puppies without prior approval. Pick up arrangements at 8 weeks must be made in advance. **All individual registration fees are the responsibility of the Buyer. Breeder will provide paperwork for AKC registrations; all secondary and foreign registrations are the responsibility of the buyer.**

4. **Stipulations**

- a. This puppy has been graded **Working** prospect quality.
- b. If **Working** quality, Breeder cannot guarantee the completion of performance titles, as home life and training play the biggest part in the development of these qualities.
- c. If **Companion** quality, Buyer understands that puppy is registered with AKC Limited Registration. Breeder will provide full registration once proof of spay or neuter has been provided after the age of two years old. Companion quality puppies must be altered by three years of age. A puppy is only graded Companion if there is a genetic health issue that requires puppy to be spayed or neutered. An example of Companion quality is a puppy with an undescended testicle or missing tooth. This is a rarity as a both parents are fully health tested.
- d. Puppy must be individually registered with AKC using approved name.
- e. If, and when, bitches become eligible for open registration and breeding, they shall be bred no more than every other heat cycle, **Only After** the age of two years, and performance titled, and having obtained all AKC CHIC requirements.

- f. If Buyer chooses to sell puppy, or otherwise place him elsewhere, Breeder has first right of refusal. **THIS PUPPY CANNOT BE RE-HOMED FOR ANY REASON WHAT SO EVER WITHOUT BREEDER CONSENT.**
- g. Surrender of puppy to a rescue organization, or any type of shelter, will be deemed breach of contract and buyer will be prosecuted for such. The puppy is to be returned to breeder with no financial consideration expected by Buyer if a situation ever arises where Buyer can no longer manage the puppy.

5. ***Limitations of Contract***

This contract applies to the original Buyer only, and is non-transferable to a second party.

By signing this contract. The Buyer acknowledges they have been informed that hip dysplasia is a polygenetic conditions, and as such, are not predictable. No one can guarantee the genetic makeup of a puppy; even with parental certifications, dysplasia can and does occasionally occur. Buyer also acknowledges that they understand that young bones do not properly calcify until 12 months of age, and growth plates do not close until closer 18 month of age. Buyer agrees they will not allow environmental conditions to adversely affect the development of the hip structure or stress the puppy's skeletal structure by hard work or jumping too early, which can cause calcium deposits and/or early arthritis. Buyer will provide a certified nutritionally complete food that will not promote excessive growth or obesity.

Breeder's recommendation is that puppy food should be discontinued by 24 months of age, and adult food should be provided. Teething should be monitored and puppy teeth removed promptly if they are not loose so as to not interfere with the placement of adult teeth. No guarantees are placed on teeth, dentition and/or testicles as breeder has carefully chosen health certified parents, but genetics are not always 100% predictable.

Buyer will provide regular moderate exercise. The Buyer is aware if they allow the puppy to engage in activities that would stress joints as a puppy or before growth plates are closed, that arthritic condition can develop and can affect the puppy in later life. Activities include, but not exclusively, exercise on hard unyielding surfaces, continuous running, repetitive jumping, repetitive stair climbing, training in competitive dog sports, or any activity that can cause injury. Frisbee and ball catching often causes other injuries that are common, and activities that should be avoided; jumping to catch a toy is the most common cause of ACL tears in dogs. Buyers with CHD often confuse arthritic conditions, Neural Myopathy and other neurological symptoms. Only a veterinarian and the OFA can definitively diagnose CHD, which is normally apparent on x-rays after 2 years of age.

6. ***Hip Warranty***

Warranty covers passing OFA ratings of Excellent, Good and Fair. No one can "Guarantee" good hips. No breeder intentionally breeds expecting to produce hip dysplasia, and all buyers are encouraged to research that statistics and take responsibility

for their decision to purchase a German Shepherd Dog or Belgian Malinois, with a firm understanding that this disease can and does happen to dogs whose immediate family and parents have been screened and are free of hip dysplasia. CHD is a polygenetic disease and as such is not predictable. A predisposition to CHD can be exacerbated by over exercise and poor nutrition. Mild CHD can be non-limiting given proper exercise and nutrition. CHD and OFA Excellent hip ratings can be documented in the same litter. "NZ", "a" Fast Normal and OFA Fair dogs can produce OFA Excellent. X-ray films of the puppy's hips, showing proper positioning, and meeting OFA standards, must be submitted to OFA for evaluation at the Buyer's expense, within two months of two years of age; special consideration will be taken as to timing giving to females due to heat cycles. If, in OFA's evaluation, the puppy certifies as having CHD, the Buyer can choose one from the following options:

- a. Buyer receives a reimbursement of \$500.00 of the purchase amount. If the puppy is euthanized, documentation from the veterinarian, and registration papers must be returned. Dog should only be euthanized in severe cases, and ONLY AFTER notice to (and discussion with) Breeder, or warranty is void. Breeder may request return of puppy if Buyer decides to euthanize.
- b. Non-severe case (non-crippling): Keep and alter puppy, and receive \$500.00 off the purchase price of a replacement puppy. Breeder requires proof or alteration before honoring warranty. A family companion puppy that does not pass OFA, but is not severely dysplastic can continue to fulfill a role in the family for a normal lifespan.
- c. Any donation of puppy to a non-profit agency voids this warranty.

By signing this contract, the Buyer acknowledges they have been informed young bones do not properly calcify until 12 months of age, and that the puppy is not mature until 24 months of age. Buyer will provide a certified nutritionally complete food that will not promote excessive growth or obesity. Buyer will provide moderate exercise within the restrictions set in Section 5.

7. **Maintenance**

Buyer agrees to maintain this puppy in good health, provide routine preventative health care including, but not limited to: inoculation, internal and external parasites, and heartworm preventative medication.

- a. Buyer further agrees to provide proper exercise as indicated in order to maintain this puppy in proper weight and physical condition. A proper diet consists of top-quality dog food and supplements. Vitamin E is an acceptable preservative. See above for feeding recommendations – puppy was started on solid food at 3 weeks of age, eating a combination of dehydrated raw food and egg protein supplement. Currently, puppies are eating **Kinetic Puppy Food**. We recommend you offer puppy 1 Cup of food every 4 hours to begin, and adjust as necessary.
- b. Recommended alternatives are Wellness, Inukshuk, Earthborn, Primal or any food, which is meat based and considered premium quality. Use of a grocery store,

chain or discount club house brands are not recommended and will void any warranty.

- c. Buyer agrees that this puppy is NOT to be LEFT IN A BACKYARD OR KENNEL ONLY. Buyer agrees that this puppy is NEVER to be TETHERED OUTDOORS for any reason, and doing so will be grounds for repossession. This puppy is sold with the understanding that it was to go to carefully selected parties, and that Buyer AVOWED the puppy would become a member of the family. (This is to assure proper development and maintenance of the temperament for which the animal was bred.)
- d. Buyer agrees to provide Breeder with Photographs suitable for advertising and photocopies of all awards and critiques, along with the judge(s) name(s) and the club sponsoring the show. Buyer also agrees that Breeder may use the photographs and any particulars of qualifying awards in any future advertising. Buyer agrees to include "de Casa Cubano" in the AKC Registered name. Puppy is not to be promoted without use of full registered name.
- e. Buyer agrees Breeder will REPOSSESS PUPPY UPON EVIDENCE OF NEGLIGENCE AND/OR ABUSE at no expense to the Breeder.
- f. Buyer agrees that he/she understands this contract fully, and that this contract is under the jurisdiction of the Commonwealth of Virginia. It is agreed the place of venue shall be the same.
- g. Breach of Agreement: If you have failed to comply with any term of this agreement, you will be responsible for just and reasonable damages to compensate Amy Jimenez, Cedar Creek Shepherds and de Casa Cubano for associated costs and expenses, including legal fees, court costs, and attorney fees in connection with your breach of the Agreement and our subsequent enforcement thereof.

Breeder: _____ Date: _____
Pedro Jimenez

Breeder: _____ Date: _____
Amy Jimenez

Buyer: _____ Date: _____
Owner

Buyer: _____ Date: _____
Owner

Name:

Email:

Phone:

Referred By:

Please describe your family dynamic including any elderly family members and children under 18:

What is your intention for your puppy: Companion, Sport (IGP, Ringsport, Nosework, Agility), Work (K9, Detection) Please be specific and realistic when describing daily activities, time spent alone, and training plans.

What is your experience with dogs (breeds owned, training experience, titling experience, current training club):

Preferred Sex:

Current Pets (include breed, current age, age when they came to live with you, where you got them):

Previous Pets owned: