#### The Moyer Doberman Domicile Purchase Agreement for a Doberman

| This is to certify the sale of a Doberman on      | [DATE] | by Traci Moyer. |
|---|--------|-----------------|
| То:   |        |                 |
| [Name]  |        |                 |
| [Address]   |        |                 |
| [Phone number]                                    |        |                 |
| For the sum of                                    |        |                 |
| DESCRIPTION OF DOG:                               |        |                 |
| Name of Dog:                                      |        |                 |
| Date Whelped:                                     | Color: |                 |
| Place of Birth: <u>Camby, IN. 46113</u>           | Sex:   |                 |
| Litter registration #                             | AKC #  | ·               |
| Sire:   | AKC#   |                 |
| Dam:  | AKC#   |                 |
| Breeder's name:Traci Moyer                        |        |                 |
| Breeder's address: <u>13124 N. Etna Green Dri</u> |        |                 |

## **CONDITIONS OF SALE:**

The above described Doberman is being purchased as a companion animal (pet), and **[for/not for]** breeding purposes. The AKC registration papers supplied to the Buyer **[are/are not]** limited.

If, at any time, the Buyer can no longer retain possession of this puppy/dog, the Breeder is to be notified and given **<u>FIRST OPTION</u>** of resuming full ownership of the puppy/dog. Under <u>NO</u> <u>**CIRCUMSTANCES**</u> is this puppy/dog to be placed in a pet shop, animal shelter, or similar establishment. Under <u>NO CIRCUMSTANCES</u> is this dog to be used in a puppy mill, for dog fighting, or similar activities that might jeopardize the wellbeing of this dog.

| Breeder initials: |  |
|-------------------|--|
|-------------------|--|

- Buyer assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by this Doberman to any person or animal, or to any property, whether real or personal, after receiving possession of said puppy/dog.
- 2. Buyer agrees to provide regular veterinary care as well as the proper daily maintenance to keep the dog in good health. Buyer will not keep the Doberman in the elements (outside) or exposed to extreme temperatures and will always maintain adequate shelter for this Doberman. The Buyer agrees not to keep the Doberman in a cage, kennel or small confined space for more than 3/4ths of a day. The Buyer also guarantees he or she will never chain or tie-up this Doberman with the exception of short durations for restroom breaks and said restraint will only be done under constant supervision.

# 3. Buyer (or anyone living in the same household with this puppy/dog) agrees to never neglect or abuse this puppy/dog at any time. No pinch collars or electric/shock collars can be used on this puppy/dog.

- Buyer agrees to inform Breeder at once if problems develop with this Doberman and to follow all recommendations as given by a licensed veterinarian. If these terms are not met, all Breeder obligations and guarantees are void.
- 5. There will be <u>NO</u> refunds on the purchase price of this puppy/dog for any reason. The Breeder is only obligated to provide the Buyer with a replacement puppy as soon as such a puppy is available if this puppy must be replaced for health or any other reasons.
- 6. Any and all health costs are the sole responsibility of the Buyer once the purchase of the Doberman is made.
- 7. The Buyer agrees to notify Breeder if, at any time in the future, the Buyer is unable or unwilling to keep this puppy/dog for any reason. Buyer has agreed to first contact the Breeder, who will either accept the dog on a return basis or assist the Buyer in finding a suitable alternative home for the dog. The Breeder does <u>NOT</u> guarantee the reselling of the dog. There is no cost to the Buyer for this service which is offered as a courtesy service from

Breeder initials: \_\_\_\_\_

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

the Breeder. If the Buyer decides to sell or give the dog to a family member, friend or finds someone to buy the puppy/dog, the Buyer agrees to only transfer ownership of this puppy/dog after the person agrees to a new contract with the Breeder and the Buyer must provide a signed copy of this contract to the Breeder. The Buyer assumes all responsibilities in notifying the Breeder of the transfer of the dog's ownership and in providing the Breeder with a new signed contract from the new owner of the Doberman. Failure to provide a new contract, or notify the Breeder of any transfers or the sale of this puppy/dog will null and void the ownership of this dog and possession of this puppy/dog will immediately be transferred back to the Breeder becoming sole property of the Breeder.

8. The Buyer agrees to notify the Breeder of any change in address or phone numbers for the lifetime of this dog.

\*\*\* The Breeder recommends the following steps be taken for the health, training and safety of this said puppy/dog:

- Properly maintain the health of the dog, for the life of the dog, which includes regular exercise & proper nutrition.
- To have the dog examined by a licensed veterinarian and to be annually vaccinated and maintained on a heartworm preventative.
- Provide a <u>FENCED</u> yard (proper exercise may be used instead of a fence), proper shelter, adequate feeding and exercise.
- This puppy/dog should be properly socialized to people outside the family, children, other dogs, strange places, sights and sounds, beginning immediately after its vaccinations.
- Attend obedience classes with puppy/dog and provide proper socialization opportunities for the puppy/dog.

## **UNCONDITIONAL GUARANTY:**

Buyer may return the dog in the same condition as when it was acquired for any reason whatsoever, within five days of purchase and the full price - minus any deposits- can be applied to another Doberman from the Breeder's next available litter. The Breeder also agrees to give the Buyer choice

of a litter if this puppy/dog suffers from any congenital anomaly and all Buyer requirements of this contract have been fulfilled.

### **HEALTH GUARANTEE:**

The Breeder guarantees this dog to be of sound health and temperament at the time of this sale. The Buyer agrees to take this dog to a licensed veterinarian of his or her choice within 72 hours from the effective date of this contract for a physical examination. A health certificate, on company letterhead that is signed by a licensed veterinarian is required and must be returned to the Breeder within 7 days of purchase of this puppy/dog. Buyer agrees to assume full responsibility and all costs incurred for the above described puppy including this first physical examination. Should the dog be determined to be in ill health, the cause of which is clearly attributable to the Breeder, the dog may, upon written diagnosis from said veterinarian including a detailed description of all symptoms supporting that diagnosis, results of any tests performed, and the reason why the vet feels the dog is a poor health risk, be returned to the Breeder for a replacement puppy of equal value. Any veterinarian's diagnosis shall be subject to confirmation by a veterinarian chosen and paid for by the Breeder. Should said veterinarian not concur with the diagnosis, the matter shall be presented to a third veterinarian mutually agreed upon by the Breeder and the Buyer. Immediately upon taking possession of the Doberman, the Buyer agrees to supply the puppy with any and all immunization as required for its age. The Breeder agrees that a licensed veterinarian has examined this puppy/dog prior to the sale of the puppy/dog. Furthermore, this health guarantee becomes null and void should the vet check be waived or not administered within the said 72 hour time frame as specified in this contract or the proper documentation be provided to the Breeder within 7 days. If the puppy has health issues confirmed by a licensed veterinarian, the Breeder agrees to provide the Buyer with a replacement puppy upon first availability.

## By initialing below, the Buyer agrees to have:

\_\_\_\_\_ Received a [Limited/Full] AKC registration form

\_\_\_\_\_ Received a copy of this puppy/dog's pedigree

<u>**N/A</u>** Received a medical history (if applicable)</u>

Breeder initials: \_\_\_\_\_

- \_\_\_\_\_ Received The Moyer Doberman Domicile Information Booklet
- \_\_\_\_\_ Received a signed copy of this contract/agreement
- \_\_\_\_\_Been given the opportunity to see both parents before purchasing this puppy/dog

Failure to comply with any of the conditions of this sale/contract will hold the Buyer liable for a \$1500.00 punitive damages fee, the immediate return of the puppy/dog to the Breeder and the Buyer agrees to assume and pay any and all court costs and attorney fees that may arise from this agreement. By signing this contract, both parties agree to the terms of this contract which has been created to protect the integrity of the Breeder's Doberman breeding bloodlines and the wellbeing of the puppy/dog being purchased.

| BREEDER:<br>[OWNER]:         | _DATE: |
|------------------------------|--------|
| BUYER:                       | _DATE: |
| CO-BUYER<br>[if applicable]: | _DATE: |

In the event of my unfortunate death, I request the following person be given full rights and ownership of this puppy/dog:

\_\_\_\_\_ (Please be sure to initial after the name.)

Breeder initials: \_\_\_\_\_