

# TEPHILLOT DOBERMANS

Whereas **TEPHILLOT DOBERMANS**, hereafter called "Seller" is the breeder of a Doberman Puppy, further described as:

## 1. Description of Dog

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

AKC Litter No. \_\_\_\_\_

Microchip No. \_\_\_\_\_

Whelped: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name & AKC No. of Dam: \_\_\_\_\_

Name & AKC No. of Sire: \_\_\_\_\_

And whereas,

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

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

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

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Hereinafter called "buyer," is desirous of purchasing the animal described above; now therefore in consideration of the following:

Purchase Price: \$\_\_\_\_\_ Previous Deposit: \$\_\_\_\_\_ Balance Due: \$\_\_\_\_\_

This dog is a purebred Doberman Pinscher, registered with the American Kennel Club and an individual application shall be available at no additional charge to the Buyer. All registrations are on a limited registration unless approved by *Tephillot Dobermans*

Upon execution of this contract, the Seller does hereby convey title and interest in the described Doberman Pinscher dog to the Buyer (except for the terms listed herein).

The Seller warrants this animal to be in good health and free from parasites as of the time of sale. Said animal may be returned to Seller for any reason within the 72 hours following purchase. Provided that the animal has not been damaged in any way, the buyer will then be entitled to a refund of the original purchase price.

## **2. Limitations of Contract**

This contract applies to the original puppy and original buyer only and is nontransferable to a second party. No replacement puppy will be given if Puppy has been bred, neutered or spayed outside of the limitations of this contract. Buyer is responsible for transportation costs to and from Kennels on original and replacement puppy.

## **3. Seller's Representations**

- a) As of the date of this agreement, puppy is in good health and free of communicable diseases.
- b) The Buyer has 72 hours in which to have Puppy examined by a licensed veterinarian of Buyer's choice to personally inspect said Puppy. Buyer may return Puppy to Seller for a full refund for any reason within this 72-hour period, providing that the animal has not been damaged in any way. The Buyer will then be entitled to a refund of the original purchase price.

*Hip Dysplasia is a congenital malformation of the ball and socket joint of the hip. A dog may or may not become lame because of the disease, depending upon its severity. Although there is no guarantee that a puppy will not get hip dysplasia, we are making every effort to avoid such an occurrence by using stock that has been x-rayed and rated.*

- c) In the event that one of our puppies does become dysplastic, we will replace the puppy with one from another litter if the puppy is found to have hip dysplasia in which the disease is properly diagnosed. The X-ray and OFA letter of diagnosis must be returned to the breeder. This guarantee excludes dysplasia caused by accidents, falls, blows, and failure to follow recommended diet.

If the Buyer chooses to keep the puppy, reimbursement of the original purchase price only will be offered instead. The breeder is under no obligation to refund any other expenses associated with diagnosis. A certification of sterilization, from veterinarian, must be given before any payment will be made by the Seller. This guarantee on replacement or reimbursement, is good from the time the puppy turns 6 months old until the last day of the month your dog becomes 18 months old.

In the event that a female conceives a litter or a male sires a litter, this guarantee becomes null and void. *Tephillot Dobermans* will not be responsible for any veterinary or other expense incurred nor will *Tephillot Dobermans* pay for any transportation charges for the replacement puppy.

## **4. Buyer's Representations**

- a) Puppy, identified in Section 1, is being sold for the sum of \$\_\_\_\_\_.

## **5. Stipulations**

- a) The Buyer affirms that he is not purchasing the animal for resale and affirms that he is not acting as an agent in the purchase of this animal and that it will remain solely in his custody. Buyer further affirms that he is not associated with a pet shop or animal broker, and that this animal will not be used or trained for activities which are illegal or for which it is not suited by reason of temperament or

conformation. Specifically, puppy can be used for personal protection, but not as a guard or attack dog for commercial premises, or to hunt or fight other animals.

b) The Buyer agrees that the sale of puppies produced by this dog will not be made to any owner, employee, agent or individual connected with a pet shop, or wholesaler of dogs. (*“Wholesaler” is defined as any individual or organization that buys puppies in litter lots for their own resale, trades puppies for articles, sells puppies by the litter, etc.*) In the event that the Buyer does sell any puppy to the above mentioned organizations or individuals, the Buyer agrees to pay the Seller for damage to its Kennel’s name in the amount of \$2,000.00.

The Buyer agrees to care for this dog as would a humane and conscientious dog owner, and agrees to provide:

- 1) Adequate fencing, adjacent to and accessible from the Buyer’s home, and to confine the dog when outdoors and refrain from restraining it on a chain or rope.
- 2) Adequate veterinary care, including but not limited to annual checkups; to keep all immunizations current, specifically rabies, distemper, parvovirus, and other communicable diseases, according to the American Veterinary Medical Association guidelines. Additionally, animal will be kept free of fleas and parasites and be kept on Heartworm preventative.
- 3) Adequate house for this dog within the Buyers home and yard.
- 4) Adequate exercise by providing the dog with supervised walking or running on a regular basis.
- 5) Safe vehicle transport. The buyer must not at any time transport the animal in the open cargo area of a vehicle, i.e. pickup truck bed, unless properly restrained.
- 6) Feed the dog a good quality pet food.

All expenses regarding the animal, including proper care, veterinary fees, housing, or legal liabilities are the responsibility of the Buyer at whose home the animal will reside.

Seller strongly recommends that Buyer attend obedience classes with Puppy and provide proper socialization opportunities for Puppy.

Seller shall not be held responsible for acts of Puppy. Seller shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases or disorders.

The Buyer agrees to inform Seller of any titles or awards obtained by the animal for our records. The Buyer will inform Seller of any change of address or phone number so that we may keep track of all animals bred by Seller.

Additionally, Buyer agrees to keep in contact with the Seller and inform the Seller of any health or behavior concerns that arise during ownership of this animal. The Buyer agrees to use all reasonable measures to resolve the issue and keep the Seller updated with the development of the problem or success. The Seller agrees to be of any assistance possible to the Buyer.

The Buyer agrees that ownership or possession of this dog will not be transferred without the express written consent of the Seller. The Seller will accept the return of this dog at any time the Buyer declines to keep said dog. However, the Seller is not obligated to refund any or all of the purchase price. The Buyer will not abandon this animal to a shelter or give the animal away. If the animal is found to have been sold or given away without the Seller's consent, the Seller will take legal action and the original Buyer of the animal will be responsible for all legal expenses incurred.

Violations of the terms of this contract renders all guarantees stipulated in this contract to be null and void and may result in the Buyer being required to return the dog to the Seller within five days of receipt of notice from the Seller. The Buyer will be responsible for the cost of the dog's transport back to the Seller. If the Buyer violates this agreement, he will be responsible for any/all legal costs the Seller acquires enforcing this contract.

Be it known and agreed upon by all parties entering into this contract that it is a legally binding document. Buyer agrees that seller shall have the right to enforce provisions of this contract in a court of law or through alternative dispute mediation. If legal action by the seller is necessary to enforce any provision, buyer will pay all costs and attorneys fees incurred by the seller. Any legal action regarding this agreement will take place in the State of Tennessee and the County of Rhea.

**If said dog is to be co-owned by two or more buyers, all buyers are bound by this contract.**

This contract constitutes the full agreement of both parties. Wherefore, the above named Seller and Buyer have executed the foregoing contract of sale on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

Co-Buyer: \_\_\_\_\_