



**STAFRA GERMAN SHEPHERDS  
PUPPY CONTRACT/SALES AGREEMENT**

This agreement made on this day \_\_\_\_\_ between the parties listed below is for the sale of a German Shepherd Puppy. The purchase price is \$ \_\_\_\_\_. Both parties certify that they are freely entering into this agreement without reservation and further agree to be bound by the conditions and warranties stated within.

**Breeder Information:**  
**StaFra German Shepherds**  
**Stacy L Morgan**  
**601 Asaville School Road**  
**Anderson, SC 29621**  
**(864) 933-2302**  
[stafra@att.net](mailto:stafra@att.net)

<b><u>Seller Information</u></b>	
<b>Name:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Email:</b>	

The above hereinafter referred to as the "Seller" and is a party to this agreement.

<b><u>Buyer(s) Information</u></b>	
<b>Name:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Email:</b>	

The above hereinafter referred to as the "Buyer(s)" and is a party to this agreement.



<b><u>Puppy Information</u></b>	
<b>Puppy's Collar</b>	
<b>Date of Birth:</b>	
<b>Sex:</b>	
<b>Microchip #:</b>	
<b>DNA Test:</b>	
<b>Litter:</b>	
<b>Purchase Price:</b>	

The above hereinafter referred to as the "Puppy" and is the subject of this sales agreement.

**Buyer(s)'s initials certifying that they have provided true and correct information: \_\_\_\_\_**

**Seller's initials certifying that they have provided true and correct information: \_\_\_\_\_**

### **TERMS AND CONDITIONS**

**1. Deposit and Payment of Purchase Price:**

- a) Buyer(s) has paid a non-refundable deposit of \$500, with payment of the remaining balance of the \$\_\_\_\_\_ due at the time the Buyer(s) takes possession of the Puppy. Buyer(s) assumes all responsibilities for any bank fees, money transfer fees, or returned check fees as they relate to the agreed upon payment for purchase of the Puppy.
- b) Buyer(s) acknowledges and agrees that they forfeit any rights to the Puppy and forfeits their deposit if prior to the sale:
  - o Buyer(s) fails to complete the purchase of the Puppy for any reason
  - o Buyer(s) fails to pay the balance of the purchase price by \_\_\_\_\\_\_\_\_\\_\_\_\_\_.
  - o Buyer(s) provides false information about their ability to adequately fulfill the physical and mental well-being of the Puppy
  - o If any of the above apply, the Seller reserves the right to sell the Puppy to another party
- c) Seller reserves the right to cancel the sale of the Puppy for any reason. Should the Seller decide to cancel the sale, any monies received towards the Puppy will be refunded to the Buyer(s) in full. Any monies received by the Seller from the Buyer(s) towards the purchase of the Puppy will be refunded within 30 days of the cancelled sale. In the event of a cancelled sale, Seller shall be free to sell the Puppy to another party.

**2. Responsibility of the Buyer(s) to the Puppy**

- a) The Buyer(s) assumes responsibility for appropriately training the Puppy to fit into their household. For Buyer(s)s within a 60-mile radius of the Seller's residence the purchase of the Puppy includes up to 6 hours of one on one training with the Seller, to be broken up into no more than six sessions.
- b) The Buyer(s) agrees to keep the Puppy in good health through feeding a proper diet, housing the Puppy in appropriate conditions, providing the Puppy with adequate exercise and mental stimulation, and regularly vetting the Puppy as appropriate.



### **3. Health Guarantee**

- a) The Seller guarantees that the Puppy is in good health at the time of sale.
  - The Puppy comes with up-to-date health records and has been microchipped and vaccinated with 2 distemper (DA2PP) vaccines. The Seller certifies the Puppy has been vaccinated and dewormed according to the accompanying health record of the Puppy.
  - The Puppy will be tested for Giardia, Coccidia, & Intestinal Parasites (worms).
  - The Buyer(s) must have the Puppy examined by a licensed veterinarian within 3 calendar days of taking possession. If at this initial exam the veterinarian finds that the Puppy is diseased or has a congenital disorder, the Buyer(s) has 2 business days to inform the Seller and secure plans to return the Puppy to qualify for full refund.
- b) The Seller offers a 26 month guarantee on hip and elbow health of the Puppy. If the Puppy is determined to have C hips or elbows as determined by official OFA or SV evaluation before 26 months of age, the Seller will refund half of the purchase price of the Puppy or provide a replacement puppy as availability allows.

**This guarantee is null and void if:**

  - The Buyer(s) spays or neuters the Puppy before 26 months of age
  - The Buyer(s) breeds the Puppy before 24 months of age
  - The Puppy has sustained any injuries that would have caused damage to the hip or elbow joint
  - The Buyer(s) has kept the Puppy in an overweight condition
  - The Buyer(s) has done excessive high impact exercise (e.g. running on pavement for long distances) with the Puppy before 18 months of age
- c) The Seller guarantees the Puppy against any life-threatening genetic defects up to 18 months of age. If the Puppy gets diagnosed with any life-threatening genetic illness under the age of 18 months, the Seller will offer another puppy from a different litter free of charge (of equal or lesser value to the original Puppy purchase price). If the said puppy is sold to a working/show/sport home and can no longer do what the Purchaser bought the Puppy to do, the Seller will take the said Puppy back if the owners would like.

### **4. Temperament**

- a) We carefully evaluate the temperament of our puppies prior to sale. We raise the puppies to provide them with all of the tools they need to develop into wonderful Puppies: however, we do not warrant the temperament of our puppies after they leave our property. The environment plays a major role in determining a Puppy's temperament. We carefully screen prospective purchasers; however, we have no control over the environment provided after the sale. We highly suggest the Puppy attends a kindergarten class as well as a basic obedience class in a group setting along with continued training and socialization.

### **5. Diet**

- a) The Puppy is to ONLY be fed a high quality diet that meets or exceeds nutrient profile standards of AAFCO, WSAVA kibble, or a kibble, natural or raw food agreed upon by the Seller, nutritionist, & Buyer(s), based diet until at least 18 months of age. If this is not followed and documented, the Hip/Elbow warranty is VOID.

### **6. Registration Policy**

- a) The Puppy will be sold on Limited Registration with the AKC. The Seller will grant the Buyer(s) Full Registration with the AKC once the Buyer(s) has demonstrated that the Puppy has certified passing hips and elbows with the OFA or SV, has attained an entry level title or equivalent in any registrations or sport title (e.g. CGCU, FO, BH etc.), and has reached 2 years of age.



**7. Return Policy**

- a) If the Buyer(s) finds that the Puppy is not a good fit or circumstances changed to where they cannot adequately care for the Puppy, the Buyer(s) may return the Puppy in good physical and mental condition within 30 days for a full refund. If the Puppy is found to be in worse condition than on the date of sale to the point that the value of the Puppy has been diminished, the stipulations outlined in 5.b. will apply.

**8. Right of First Refusal**

- a) In the event the Purchaser decides at any time during the Puppy's life to part with the Puppy, the Seller shall have the option to take back the Puppy for \$500. The Purchaser must notify the Seller by certified mail of their intent to part with the Puppy. The Seller shall have fourteen (14) days from receipt of the notice to exercise their right of first refusal. The Buyer(s) is responsible for the cost of relocating the Puppy back to the breeder (flight/ground transport/etc.)
- b) In the event that the Buyer(s) breaches this clause, Buyer(s) agrees to pay to the Breeder the amount of five thousand (\$5000.00) USD, plus any and all legal fees incurred in connection with the enforcement of this clause.

**9. Relocation**

- a) The Buyer(s) agrees to inform the Seller of any new address change in the event the Buyer(s) relocate to an address different than what was listed on this agreement.

**10. Inhumane Treatment**

- a) The Buyer(s) agrees to the Seller repossession of the Puppy without refund if evidence of the Puppy is receiving inhumane treatment as defined by the Buyer(s) local and/or state laws and ordinances.

**11. Choice of Law and Forum**

- a) The terms and provisions of this agreement shall be construed and governed in accordance with the laws of the State of South Carolina. Any action or proceeding brought upon or arising out of this agreement or its termination shall be brought in Anderson County, South Carolina.

**12. Legal Disclaimer**

- a) The Buyer(s) assumes full financial responsibility for the Puppy from the moment the Buyer(s) takes possession. The Buyer(s) holds harmless the Seller from any claims of liability or damages whether real or perceived, which might be caused by the Puppy or the Buyer(s)'s negligent keeping of the Puppy. The warranties this agreement provides only apply to the original Buyer(s) and are not transferable if the Buyer(s) gives or sells the Puppy to another party. The Buyer(s) certifies that they are purchasing the Puppy for themselves and not acting as an agent to purchase the Puppy for another party.
  - a. The terms of this contract constitute the entire agreement between the Buyer(s) and the Seller at the time of the sale. This agreement shall not be amended or modified except by both parties and signed as such. No other written or verbal statements expressed or implied shall alter this agreement.



**13. Entire Agreement**

The Buyer(s) acknowledges that they have read this agreement in entirety. The Buyer(s) acknowledges that they have a full understanding of the terms and conditions outlined in this agreement and have a full and satisfactory explanation of the entire agreement. The Buyer(s) fully acknowledges that there are no additional or different terms or agreements other than those set forth in this written agreement. Any modification or change to this agreement must be in a written amendment and agreed upon by both parties.

**IN WITNESS WHEREOF, the parties have executed this agreement  
on this \_\_\_\_ day of \_\_\_\_\_ Month, Year**

**I HEREBY CERTIFY THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ALL ASPECTS OF  
THESE TERMS OF SALE**

**Buyer(s)**

**Seller**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

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

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