# Guesshaus Contract & Warranty

# Sales, Receipt & Holding Agreement

Foreword

Thank you for purchasing one of our puppies/dogs and becoming part of our family here at Guesshaus. We want to make this a stress-free, enjoyable experience for you. Please feel free to email me at andieguess@guesshaus.net or call/text me at (903)563-0629 with any questions or concerns that you might have along the way. We will keep you up to date with information about your puppy as it grows until it is time for your puppy to go home with you.

1. Date of Agreement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Click Arrow to see Calendar*)

2. Parties: The following Sales, Receipt & Holding Agreement is between AnnDelyn Guess, hereafter known as "Breeder" and/or "Seller," and the name of Purchaser below, hereafter known as "Purchaser", for the sale and purchase of a purebred Canine as designated below.

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3. Breed Selection:

[ ] [ ] 4. Litter Dam Name:

[ ] [ ] [ ] *Miley Von Der Haus Guess and George Creek’s Anubis V Bark Away CD add an additional $300.00 to the agreed price for the First pick in this litter.*

[ ]

5. Agreed Price and Pick Position in Above Chosen Litter:

The agreed price selected below is the agreed price of the canine. Three hundred and no/dollars ($300.00) is a non-refundable reservation to reserve said canine, except as otherwise stated in this contract. The Non-refundable reservation shall be deducted from the agreed price for the balance due. The agreed price does not include transportation. The Seller transfers in fee all the responsibilities, privileges, and rights associated with owning a male/female canine to the Purchaser as of the date specified above. This represents the entire agreement between Seller and Purchaser in an Outright or Limited Registration sale.

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] 6. Canine's Sex Preference:

[ ] [ ] [ ] 7. Use of Canine:

 It is agreed between Seller and Buyer that this canine is being purchased as a family companion or for tasks fitting its breeds such as a therapy dog, search and rescue, herding, or conformation and performance events. Purchaser agrees that the canine is not purchased for resale, nor will it be used or trained for activities that are illegal or for which it is not suited by reason, temperament, or conformation. Specifically, this canine will not be used to hunt or fight other animals.

8. Health Guarantee:

The Seller warrants this canine to be in good health as of the time of sale. Purchaser will have the canine examined by Purchaser’s licensed Veterinarian within 72 hours after Purchaser has picked up the canine from Seller. If Purchaser's Veterinarian determines the canine to have a serious illness or congenital defect, Purchaser may return the canine to Seller for a refund of the herein written purchase price, less the nonrefundable reservation, provided the canine is in the same condition as at the time of delivery and provided Purchaser delivers to Seller a verified letter from the Veterinarian of Purchaser confirming that the canine has a serious illness or congenital defect which existed in the canine at the time it was removed from Seller's premises. The seller doesn’t guarantee against a possible infection of the Canine by common parasites or protozoa, all veterinarian-recommended deworming and vaccination protocols for canines are followed by Breeder. The seller guarantees the canine until 24 months of age against any fatal genetic disease. If affected by a fatal genetic disease that warrants euthanasia, and after being checked by two (2) licensed veterinarians (one of which is selected by the Breeder), the Seller agrees to replace the canine with one of equivalent quality from the first available litter bred by the Seller, or at the Seller's option, refund the paid price, minus the nonrefundable reservation fee. The canine may be returned to the Seller for any reason within 72 hours after the purchase, provided that the canine has not been harmed or damaged in any way, including exposure to diseases. The Buyer will then be entitled to a refund of the paid price, less the refundable reservation fee, and only after a canine quarantine period of two (2) weeks from the date of return. The Seller will not pay or reimburse for any associated vet costs to the Buyer. The seller guarantees this canine until 25 months of age from the date of birth, against severe hip dysplasia which would reduce this canine's quality of life. If there is evidence of severe hip dysplasia, this canine must go to a veterinarian that specializes in OFA X-rays and have them submitted to the OFA for evaluation, at Purchaser's cost. The OFA evaluation of Severe hip dysplasia grade must be submitted to Breeder before fulfillment of this guarantee. \*Other conditions set out in the Ownership Responsibilities must also be met to enforce this guarantee.

9. Registration:

The Breeder certifies that this canine is eligible for registration under the Regulations of the American Kennel Club AKC, American Stock Dog Registry ASDR, or the Continental Kennel Club CKC as a purebred Dog and will provide the proper forms for such registration. Litters are designated by the Registry above.

The Breeder reserves the right to affix the kennel names (Kennel Prefix) and supply a registry name for this canine.

All puppies shall be purchased with limited registration until they have passed their OFA evaluations and such results are submitted to the Seller with passing "Fair" or better grades.

10. Ownership Responsibilities:

The Purchaser agrees to keep this canine in a humane environment where the new owner would properly train and care for it.

This canine will be properly registered and vaccinated against infectious diseases as recommended by a certified veterinarian.

This canine will only be allowed to roam in a safe or electronically fenced yard.

This canine will get proper socialization and training.

The Seller strongly recommends permanent identification by microchip or tattoo, if not already microchipped by the breeder.

The Seller advises Purchaser and Purchaser acknowledges advice that the use of a professional obedience training class with their canine will be beneficial to their enjoyment of this breed.

The owner should socialize this canine. The Seller does not guarantee this canine against behavioral problems.

The Owner is required to feed a quality large breed puppy formula dog food for a period of 1 year for protection against Canine Hip Dysplasia for the German Shepherd Breed. Please keep receipts as required by the Health Guarantee. These will have to be produced for the health guarantee to be enforced. Feeding Grain-free puppy or dog formula dog food will make the Health Guarantee null and void due to the relationship between heart and health conditions caused by grain-free formulas in canines.

Spay & Neutering shall not be performed before age 18 months of age from the date of birth. In the event this canine is spayed or neutered before 18 months, the Health Guarantee becomes null and void due to the relationship between early spay and neutering and canine hip dysplasia.

11. Right of Recovery/Placement

If the Buyer becomes unable to keep this canine or provide a suitable home as per this contract, this canine will be returned to the Breeder. The Buyer agrees to notify the Seller if any problem or situational change arises and will not place this canine in a shelter, sell, or give it away. If the Seller becomes aware that this canine has been sold or given away without being informed by the Buyer, the Seller will take legal action, and the Buyer(s) who signed this contract will be held responsible for any legal expenses incurred in the recovery of said canine

12. In the unlikely event that litigation is necessary, both parties agree that all litigation will be held in Titus County, Texas.

13. Terms and Conditions:

 In consideration of a non-refundable reservation fee of $300.00, of which $300.00 is the partial prepayment of the above-agreed purchase price. Seller assigns Purchaser the reservation in the above-chosen litter, guaranteeing that the said reserved position will not be sold to any party other than Purchaser.

Purchaser shall make their selection by the 6th week of age of the above-described litter, in the order reserved.

At the time Purchaser acquires physical possession of the puppy they reserved, that portion of the reservation taken and known as Surety of Action, shall be applied to the agreed purchase price.

Payment in full is required upon the 8th week of age from the birth of this canine, whether the Owner has taken possession or not.

Purchasers may choose from photos and/or physically visit our kennel.

In the event this litter and/or the desired sex of puppy are not produced; the purchaser has the option to.

A) Void the sale and receive his/her full reservation.

B) Choose another available canine.

C) Place said reservation on a future litter.

The Seller also has the option to void this sale if the above-stated issues occur with full reservation due to Purchaser.

Purchaser has read and understands all the terms and provisions contained in this Agreement. Purchaser understands that the terms and provisions contained constitute a binding agreement and constitute the entire agreement of the parties concerning the sale and purchase of a canine.

14. Refunds, Terms, and Conditions:

 If Purchaser cannot take possession of this canine at the agreed upon time, which, will be determined by email/text, Seller will board said pup for a fee of $5.00 per day, thereafter. The boarding fee does not include the cost of Vaccinations, Deworming, Training, or necessary Veterinary Visits and transportation fees to a veterinarian. Purchaser agrees to pay said fees upon request. No canine puppy will be boarded longer than 42 days past the pick-up age of 8 weeks. In the event purchaser cannot pick up their canine puppy by age 14 weeks from the date of birth, this contract is null and void, and any funds paid are forfeited.

By affixing my signature to this document, I agree to all the terms and conditions of this Contract.

Click or tap here to enter text.

AnnDelyn Guess

AnnDelyn Guess-Owner’s Signature