**White Star Shepherds**



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**White Star Shepherds**

**Contract and Policies**

**Above hereinafter referred to as “Breeder”:**

**Buyer(s) Information:**

|  |  |
| --- | --- |
| Buyer(s) Name: |  |
| Address: |  |
| City, State, Zip |  |
| Phone: |  |
| Cell: |  |
| Email: |  |
| Veterinarian Info: |  |
|  |  |

**Above hereinafter to as “Buyer”:**

**Puppy Information:**

|  |  |
| --- | --- |
| Puppy(s) Registration Name: |  |
| Sire’s Name: |  |
| Dam’s Name: |  |
| Date of Birth: |  |
| Gender: |  |
| Puppy’s Weight |  |
| Puppy’s Call Name: |  |
| Color: |  |
| AKC # | UKC # |
| Microchip # | |
| Type of Registration: | Date puppy went to new home: |

**White Star Shepherds**

**Terms of Contract and Registration Policies:**

For the purpose of setting forth the terms and conditions of the purchase by the Buyer/Owner of a purebred White Shepherd Dog from the litter out of:

## Dam:

## Sire:

## *Terms of Contract:*

## Registration:

## Buyer agrees to purchase the puppy described above under the following warranties and conditions.NO OTHER WARRANTIES OR CONIDTIONS ARE NEITHER EXPRESSED OR IMPLIED.

## Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.

## Contract/warranties are only implied between the Breeder and the original Buyer, NOT to a third party.

## Buyer will NOT receive registration papers on their puppy until proof of spay/neuter being performed on the puppy. Proof of spay/neuter is an original (no copies) signed declaration by the veterinarian’s license number, address and phone number. Once the breeder receives proof of spay/neuter the registration papers will be mailed to Buyer within 6 weeks. All puppies will be registered as a German Shepherd Dog with the American Kennel Club (AKC). It is the Buyer’s responsibility for any other registrations such as United kennel Club (UKC).

## The Buyer agrees to use the name “WHITE STAR” at the beginning of the dog’s registered name on every registration certificate. Any name or letter that the Buyer chooses may follow the kennel name. For example; “White Star’s Knight’s Armor”. We are proud of our dams and would like to have their lineage easily recognizable in their progeny pedigrees.

## The Buyer agrees to not register the puppy as another breed (i.e., but not limited to: King Shepherd/Shiloh Shepherd etc.) with any other registry. Puppy is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, such as Conformation, Obedience etc., no warranty is given as to its fitness for any special purpose.

## Veterinarian Examination:

## Breeder warrants that the puppy is healthy at the time of sale to the best of Breeder’s ability. Breeder will have had the puppy checked over by a veterinarian before sale of puppy. Buyer has 3 (three) working days from the date of pick up from the breeder’s house, or delivery by car via an authorized Breeder’s representative to have this puppy examined by a state licensed veterinarian to affirm that the puppy is in good health. If Buyer does not take the puppy to a veterinarian within the specified 3 (three) working days’ time frame then the Buyer cannot return the puppy due to any illness and the hip/elbow portion of this contract is considered null and void.

## Buyer will not take puppy to any public places or let puppy interact with any dogs (unless that dog lives in the same household) until the Vet check is performed.

## If the puppy is found to be ill, the Breeder reserves the right to have puppy checked over by one of the Breeder’s Veterinarians before refund is given. If the Breeders veterinarian concurs with Buyers veterinarian then 100% of the purchase price minus shipping will be refunded to the Buyer. Shipping costs (if applicable) resulting from shipping the puppy back to the Breeder is the Buyer’s responsibility. Puppy must be shipped back to Breeder before refund as stated above is given.

## The Breeder is not responsible for veterinary bills resulting from Buyer’s vet check or veterinary treatment of the puppy at any time after puppy has been turned over to the Buyer.

## Nutrition/Vaccinations/Veterinary Care:

## Your puppy is up to date on vaccinations, worming and microchip at the time you receive him/her. Included in your puppy paperwork is a record that lists exact dates and what types of vaccinations/worming that were given.

## It is important that your puppy receive additional vaccinations necessary to keep it protected against infectious canine diseases.

## Buyer agrees to follow all local, state and federal laws concerning canine vaccinations.

## The Breeder is not responsible for any communicable diseases or reactions from vaccinations once the veterinarian has cleared the puppy in the first check-up that your puppy is to have within 3 (three) working days of the contract date.

## Buyer agrees to provide veterinary care when needed or as suggested by their veterinarian.

## Buyer agrees to provide monthly heartworm and flea medication as directed by veterinarian.

## Buyer agrees that by signing this contract that they give the Breeder full permission and authorization to speak to, request documents, disclose, and release, without restriction, all of the puppies health record information and medical records regarding any past, present, or future medical condition from any veterinarian or technician that has treated this puppy at any time.

## It is suggested that you do NOT take your puppy to parks, pet stores or other public places until they are at least 4 months of age and all vaccinations are completed. The risk of your puppy contracting Parvo-Virus, kennel Cough, Distemper and other communicable diseases is not worth the risk.

## Due to the variety and quality of available dog foods, including raw food, the Breeder requires that ALL puppies be kept on:

## NuVet Lab nutritional supplement, “NU Vet Plus Canine” until 2 years of age. This supplement is very important for their immune system. This supplement can be ordered from Nu Vet Labs at 1-800-474-7044 ~ [www.nuvet.com](http://www.nuvet.com), or an equal quality supplement. I have customer code.

## A Good Glucosamine Supplement which feeds the cartilage of the joints. We recommend Nutri-Vet Hip/Joint wafers.

## Failure to keep your pet on this supplement, or equal quality supplement will render all guarantees null and void.

## \_\_\_\_\_\_\_\_ (Please write your initials) Note: Please keep the supplement receipts for proof.

## Temperament:

## Breeder cannot warranty the temperament of puppies. Both genetics and the environment in which the puppy is raised can affect temperament. We have no control over the environment in which a puppy is raised, therefore we cannot warranty temperament.

## Buyer agrees to attend a Puppy class of puppy obedience class for their puppy.

## Buyer agrees to make all reasonable efforts to properly socialize their puppy.

## Hip/Elbow Warranty:

## If within 1 (one) year from the puppy’s date of birth, the puppy should develop hip or elbow issues as outlined below, the Breeder agrees to replace the puppy at no cost to the Buyer with a puppy of equal value but not to exceed the value of the original purchased puppy. Replacement will be made when a suitable replacement puppy becomes available. This puppy may or may not come from the next available litter. There is only one replacement puppy per warranty. Hip/elbow Warranty is not transferable to replacement puppy.

## Hips/Elbows: OFA ([www.ofa.org](http://www.ofa.org)) Preliminary report rating of Severe Hip

## Dysplasia or Grade 3 on Elbows as determined by evaluation of a properly positioned dog in the x-rays being submitted to OFA qualifies for a replacement puppy. A copy of the official report along with a copy of the x-rays (to verify positioning) in a large enough electronic file format (in order to be able to see the x-ray’s clearly) must be submitted to the Breeder. Accident or injury that may have caused this condition does not qualify for a replacement puppy. X-rays read by general veterinarians are not acceptable. No other ratings by OFA or other entity qualify for a replacement.

## Please note: We do have all of our breeding dog’s hips evaluated by OFA (and/or Pennhip) either with preliminary or official ratings before breeding. We also do various other types of health testing as well and post it all on our website in full proof that it was indeed, done. Doing this health testing does not; however, guarantee that your puppy is exempt from any hip, elbow or any other type of health problem. Mother Nature and genetics is unpredictable so we want our puppy buyers to be aware that although we do our best to make sure that we are not producing puppies with health issues that sometimes they happen regardless of all the fail safes we put in place. Please consider health insurance on your puppy. It’s a small price to pay if an accident should happen.

## Breeder agrees that Buyer has choice of keeping or returning the original puppy.

## Buyer assumes all responsibility for transportation charges (costs) of replacement puppy to their home or to return a puppy to the Breeder.

## Under no circumstances is the Breeder responsible for any veterinarian or health care bills the puppy may incur due to any illness or defect after contract is signed.

## Breeder reserves the right to an in-house examination of the Buyer’s home by either the Breeder or Breeder’s designee before the puppy is replaced.

## Breeder reserves the right to have a dog examined by a veterinarian of the Breeder’s choice for a second opinion at the Breeder’s expense before the puppy is replaced.

## Breeder reserves the right to make a determination that both parties are better served by refunding the buyer the original purchase price minus shipping costs in lieu of a replacement puppy.

## If the puppy was kept at an unhealthy weight as determined by a veterinarian during the first year of life then the hip/elbow portion of this warranty is considered null and void.

## In the event that a female puppy/dog conceives a litter the hip/elbow warranty becomes null and void.

## In the event that a male puppy/dog sires a litter of puppies the genetic warranty becomes null and void.

## Cosmetic Defects:

## Breeder does not guarantee a certain size, height, weight or color that the puppy will grow into.

## Breeder does not guarantee that the puppy will stay pure white, or that the dark nose pigment will not fade, as some pups develop cream in their coat, or the nose may lighten as they mature, which is perfectly normal and does not affect the health of the puppy. The Breeder does not guarantee that the puppy will win at conformation shows or performance trials.

## Breeder will not replace puppies or contribute to the payment of medical bills due to cosmetic/minor defects such as bot not limited to: non-erect ears, missing tooth (teeth) incorrect bite, umbilical hernia, tail kinks, curves, un-descended testicles, etc.

## If the pup’s ears are not fully standing at the age of 6 months (or after teething) the Breeder suggests that the Buyer has the puppy’s ears glued up or taped up by a licensed veterinarian or by the Breeder.

## This guarantee does not cover common Giardia, Coccidia, or other intestinal parasites that puppies frequently pick up.

## Living Arrangements/Welfare:

## Breeder reserves the right to inspect any prospective home before a puppy is sold and afterwards as well.

## Buyer shall provide a fenced yard/electric fence or acreage sufficient for safety and agrees to never chain or tie out the puppy/dog for extended periods of time.

## The dog is to be kept in the Buyer’s living quarters.

## The dog shall not be used as an attack dog or guard dog for people, animals, or property. Sports training such as Schutzhund are not included in this restriction.

## Buyer agrees to provide proper and adequate shelter and fresh clean water at all times.

## Buyer agrees to be merciful in discipline.

## Buyer agrees to daily exercise and socialization of puppy/dog in amounts appropriate to the age of the dog.

## Buyer agrees that electronic bark collars will not be left on the dog for more than 8 hours at a time.

## Buyer agrees to exercise good judgment when exercising the puppy. No jumping, jogging, excessive walking before one year of age.

## Reservation of Rights:

## Breeder reserves the right to enforce this contract in order to protect the welfare of the dog.

## The Buyer expressly grants permission for the Breeder or their designee(s) to visit the Buyer’s home at any time to verify the welfare of the dog.

## The Buyer further expressly agrees that the Breeder may repossess the dog upon any evidence of neglect and/or abuse or upon any breach of this agreement, at no expense to the Breeder and with no refund or any monies to the Buyer. Evidence is required after investigation by the appropriate authorities such as the Humane Society or local law enforcement officer.

## If the Breeder does ask for the dog to be returned to the Breeder, due to neglect and/or abuse the dog shall be returned within 24 hours.

## Should the Breeder need to seek legal action against the Buyer for violations of this agreement, the Buyer hereby agrees that he/she/they will assume any and all attorney costs, court fees, and other legal fees incurred in the process of enforcing this contract or of repossessing the dog.

## Any placement costs, maintenance costs, boarding, medical and associated miscellaneous costs, (such as but not limited to retraining, socialization etc) related to the repossession of this puppy/dog will be the responsibility of the Buyer.

## First Right of Refusal:

## If at any time, for any reason, the Buyer finds that they are unable or unwilling to continue to care for this dog then the Buyer agrees to contact the Breeder FIRST.

## The Buyer is required to inform the Breeder of such an issue as soon as possible.

## The Breeder always gets first right upon decision made by the Buyer to re-home the puppy sold to them by the Breeder.

## If the Breeder is for whatever reason unable to take the puppy back, the Breeder must approve in writing the new home for any puppy/dog sold by Breeder. Such permission shall not be withheld unreasonably, but Breeder has exclusive right to determine the suitability of any potential subsequent owner.

## Buyer agrees to either transport the dog back to the breeder, or pay 50% of the shipping/transportation fees to Breeders location.

## Buyer agrees that at the time of transfer of the dog back to the Breeder that all registration papers and medical records will be turned over to the Breeder, and all necessary paperwork will be signed transferring ownership back to the Breeder.

## If the dog has a permanent form of identification, such as Microchip or Tattoo,

## the Buyer agrees to contact the agency that the dog is registered with and has the ownership/contact information for the dog transferred into the Breeders name. Buyer agrees to have this completed within 24 hours of when the dog is given back into the Breeder’s care.

## Buyer agrees that at no time, without prior permission from the Breeder, sell, give, trade, lease, adopt, place, euthanize or re-home this dog to any person, business or organization.

## If Breeder is not notified before the transfer of puppy in any way, a penalty of $5,000 is owed by Buyer to Breeder.

## Required Updates:

## Buyer is required to send once yearly updates concerning the dog. These updates should include:

## Two photos of the dog (More is better) One standing, taken from the side and one taken from the front sitting is fine. This allows us to evaluate, structure, color, and form somewhat.

## Buyer also agrees that Breeder may use the photos and any particulars of qualifying awards in any future advertising. The photos you send may be used on our website to give other buyers an idea of what we produce.

## An explanation of any health or temperament issues.

## General update of how the dog is doing.

## Registration:

## White Star Shepherds sell our puppies to potential show homes that will be registered as

## White Shepherds with the United Kennel Club. Our puppies will NOT be registered or shown as a German Shepherd dog with UKC. This policy will be strictly enforced. If this is your desire please seek out another kennel.

## Notifications:

## If the buyer moves from the address stated above, the Buyer shall, within 60 days of the address change, provide the new address and telephone number to Breeder.

## If the Breeder moves from the address stated above, the Breeder shall, within 60 days of the address change, provide the new address and telephone number to the Buyer.

## 

## Buyer References:

## Buyer agrees that they must provide the names and phone numbers of two (2)

## Personal references, the name, address and phone number of their current veterinarian, and, if they are living in rental property, the name and phone number of the Owner/Agent of the rental property. (Form for references provided at the end of this contract for your convenience). Buyer understands and agrees that Breeder will be contacting these individuals/businesses to verify personal information concerning the previous/current care of Buyer’s pets and/or to assure that Buyer is within their rental agreement rights to own/house a large breed dog. (Form attached)

## Pricing/Shipping:

## The Buyer agrees to sell this White Shepherd Puppy for the total sum of:

## $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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## See website ([www.whitestarshepherds.com](http://www.whitestarshepherds.com)) for current pricing and shipping information.

## The Breeder reserves the right to choose which airline puppy will be shipped by.

## Special Conditions/Addendum:

## Special conditions/Addendum of sale: See additional page provided if Addendum is needed. Addendum must be signed and dated by both Breeder and Buyer to be included as part of this contract.

## 

## Liability:

## Buyer agrees to release and hold harmless the Breeder for any and all liability, damages or injuries caused either directly or indirectly by the puppy/dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyers assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by the puppy/dog to any person, whether real or personal, after receiving and acknowledging delivery and possession of said dog. Buyer further agrees to indemnify or reimburse Breeder as a result of any costs or expenses incurred by the Breeder as a result of any act of Buyer causing liability damages or injuries as set forth herein.

## Legal Recourse:

## Buyer and Breeder agree that this agreement will be governed by the law of the State of New York and if either party initiate’s legal action pertaining to this contract then that action shall be initiated in the county of the state of the Breeder’s residence at the time legal action is taken. Any legal fees and court costs shall be the responsibility of the party found to be in default. Unless this contract is signed in pen and returned by mail to the Breeder than all warranties are null and void. Other conditions are not affected whether this contract is faxed, scanned or emailed.

## We, the undersigned, have read this contract and had ample time to discuss, have had any questions answered and so understand and agree to its terms and conditions. The written terms of this contract constitute the entire agreement between Buyer and Breeder. No other written, verbal or implied statements, promises, documents, or writings shall not have an effect on this contract unless whereas stated in the above.

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## Breeder Signature Buyer Signature

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Breeder Name (Print) Buyer Name (Print)

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Date Date

## Addendum to Contract Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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## Breeder Name (Print) Buyer Name (Print)

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## Date Date:

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