



Stabbathaus German Shepherds  
Priest River, ID 83856  
(208) 818-5556  
[Stabbatkennels@gmail.com](mailto:Stabbatkennels@gmail.com)

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

**This is an agreement between the Breeder and the Buyer:**

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

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

For the purchase of the following dog:

Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_

Other markings: \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

AKC Registration #: \_\_\_\_\_

AKC Litter Registration #: \_\_\_\_\_

Sire: \_\_\_\_\_ Reg. #: \_\_\_\_\_

Dam: \_\_\_\_\_ Reg #: \_\_\_\_\_

The breeder is selling the above dog for the total price of \$ \_\_\_\_\_. The buyer is giving a deposit of \$ \_\_\_\_\_ and has a final balance of \$ \_\_\_\_\_ due to breeder upon release of the dog to Buyer. The expected day of release is \_\_\_\_\_. The Buyer understands the deposit is NON-REFUNDABLE because it is a commitment to buy the dog. Buyer will forfeit the deposit and ownership rights to the dog if Buyer does not make full payment within one week of the dog's expected release date. After that time, the Breeder may sell the dog to another party.

The puppy is being sold with/on: \_\_\_\_ LIMITED AKC REG \_\_\_\_ FULL AKC REG

**LIMITED AKC Registration:** Your dog's offspring CANNOT be registered with the AKC.

**FULL AKC Registration:** Your dog's offspring CAN be registered with the AKC.

## Breeder Representations

**1. BREED GUARANTEE:** Breeder guarantees this is a purebred dog, offspring of the purebred sire (father) and purebred dam (mother) at the top of this agreement.

**2. BREEDER'S LIFETIME COMMITMENT:** The breeder will take the dog back at any time during the lifetime of the dog. With this commitment, the Buyer should never consider euthanizing the dog or taking it into an Animal Shelter. The Breeder will not issue a refund or provide another puppy to the Buyer unless the dog's return falls under the Breeder's Health guarantee.

**3. 1YR GENETIC HEALTH GUARANTEE:** The breeder guarantees that until the said puppy is 12 months old, he/she will be free from any genetically inherited defects (deafness, DM, cataracts, ect). If a puppy is diagnosed by a licensed vet to have a genetic defect, the breeder will:

- A) Issue a full refund at the return of the said puppy after he/she is fixed.
- B) Issue half the purchase price if the Buyer wants to keep said puppy.
- C) Take said puppy after he/she is fixed and give the Buyer a puppy of their choosing from a future litter of equal value to purchase price of sick puppy.

**4. FITNESS OF PURPOSE:** This dog has been bred to be a companion, but also a real working dog. Although this dog may be capable of excellence in Schutzhund and obedience and/ or breeding, no warranty is provided by the Breeder as to its fitness for any specific purpose.

## Buyer Representations

### 1. SPAYING/NEUTERING CLAUSE:

- A) Buyer agrees to spay/neuter the dog between 24-26 months of age. A Veterinarian letter stating that the dog has been spayed/neutered accompanied by a PICTURE of the incision shall be texted/mailed to the Breeder within 7 days of surgery, and dated BEFORE the dogs 26 month birthdate. Default of any of this clause, or if this dog ever has a litter, the Genetic Health Warrante & Hip/Elbow Warrante is completely void.
- B) This dog is being sold on AKC limited registration and no litters are eligible for registration with the AKC by the Buyer. The dogs semen, and eggs remain the PROPERTY OF THE BREEDER INDEFINITELY. Buyer agrees to take reasonable precautions to avoid the breeding of this dog. Specifically, keeping the in heat female dog away from other intact male dogs for **one full month** starting from the first signs of heat (bleeding, swelling, ect) and keeping the male dog away from intact female dogs in heat.
- C) **FEMALE DOG:** If an accidental breeding is witnessed Buyer agrees to get the dog spayed within 7 business days after the end of a heat cycle. If breeding was not witnessed

and dog is pregnant or births pups, the dog and her unweaned litter will be placed into the Breeder's possession immediately. The Buyer will pay to have the dog spayed while in the Breeder's possession after weaning, at which time the dog will be returned to the Buyer AFTER all fees and expenses are paid in full. Buyer will be responsible for a \$500 month boarding expense fee for the duration that the dog is with the Breeder, and all vet, microchipping, whelping, raising expenses for the dog and resulting litter are the full responsibility of the Buyer. Buyer will not hold the Breeder liable for the dog if death or injury occurs during or after whelping and raising of the litter whilst in the Breeder's care. If the litter is eligible for registration, Buyer agrees to sign all papers necessary to register resulting progeny into Breeder's name. All resulting puppies are the FULL PROPERTY of the Breeder.

- D) **MALE DOG**: A fine of \$5,000.00 USD is owed to the Breeder from the Buyer within 7 days of the resulting litters birth. Dog must be neutered within those 7 days and proof supplied to the Breeder from the Buyer's Veterinarian. The puppies are not eligible for registration.
- E) **If any litter from the dog is hidden from the Breeder** (can be confirmed via DNA testing) Buyer agrees to pay the Breeder liquidated damages in the sum of \$10,000.00 USD per litter, and the parties agree the said sum is a genuine pre-estimate of damages to the Breeder's line and reputation.

## 2. BREEDING CLAUSE:

- A) The Breeder has sold the dog to the Buyer with Full registration on the agreement that the Buyer will Health Test and not breed before the age of 24 months. Buyer's dog must pass with OFA Excellent, Good, or Fair hips and Normal elbows at 24-26 months. OFA prelims are not accepted, OFA's must be Official. The dog must also be DM tested through Gensol or another Genetic testing service. Buyer must then provide proof of health testing (Pictures, links, ect) to the Breeder. If the dog is bred by the Buyer before Hips, Elbows, and a DM test is done, Buyer agrees to return the dog to the Breeder & sign over possession with no refund. The Buyer also agrees they will pay a fine of \$5,000.00 USD to the Breeder.
- B) **FEMALE DOG**: If bred before Health Testing is done, Buyer must return the dog to the Breeder immediately before she has given birth to her litter or 7 days after. Buyer will sign over AKC registration to the Breeder. Dog and resulting puppies will be FULL PROPERTY of the breeder. A penalty fee of \$5,000.00 USD must be paid to the Breeder from the Buyer 7 business days after the Breeder is in possession of the dog.
- C) **MALE DOG**: If bred before Health Testing is done, Buyer must return the dog to the Breeder's residence and AKC registration signed over to the Breeder. Any resulting puppies from the dog will not be eligible for registration. A \$5,000.00 USD penalty fee will be paid to the Breeder from the Buyer within 7 business days after the Breeder is in possession of the dog.

**D) If any litter from the dog is hidden from the Breeder** (can be confirmed via DNA testing) Buyer agrees to pay the Breeder liquidated damages in the sum of \$10,000.00 USD per litter, and the parties agree the said sum is a genuine pre-estimate of damages to the Breeder's line and reputation. The dog then must be spayed/neutered by the Buyer and proof of the surgery sent to the Breeder (Veterinarian letter and Picture proof of the incision).

**3. RETURN POLICY:** If for any reason the buyer can not keep the said dog, the Buyer MUST return the dog to the breeder's residence free of charge and the ownership transferred back to the breeder. The buyer agrees that they will not sell/give the dog to anyone else or try to surrender to a shelter.

**4. BUYERS COMPANION:** The Buyer agrees that the dog will live with the Buyer as his/her companion. The Buyer also agrees that he/she is not an agent for another person or business in this purchase

**5. GENERAL WELL-BEING:** To prevent unfortunate accidents and for the dog's general well-being, the Buyer will maintain the dog in an adequate enclosed area and will not allow the dog to roam at will. The Buyer will not chain or tether the dog in the yard or keep the dog permanently in a crate/kennel since research shows this causes antisocial behavior in dogs. Also, the Buyer will provide nutritious food and necessary health care by a licensed veterinary, including appropriate worming and vaccinations (rabies included).

**6. VETERINARIAN HEALTH CHECK:** The Buyer agrees to have a licensed veterinarian check the health of the dog within 7 days after the purchase of the dog. This is to ensure the Buyer's confidence in the health of the dog and to establish a veterinarian relationship. If there is a problem with the dog's health, Stabbathaus will refund the buyer at the return of the dog.

**7. PAYMENT:** Payment is due in full at the time the Breeder releases the dog to the buyer. Payment must be in the form of cash, money order (if we're shipping). We will NO LONGER be accepting checks.

**8. TRANSFER OF OWNERSHIP:** The Buyer will not sell, give or release this dog to a pet shop, retail store, dog dealer, animal testing facility, or any agent for these. If the Buyer wishes to transfer the dog to another breeder, the Buyer must receive the Breeder's permission in writing, as well as a signature. The Buyer must require any new owner to follow the terms of this agreement.

**9. INDEMNITY:** Buyer agrees that if his or her actions or failure to act results in any claim, suit, loss, damage, injury, death, or liability, the Buyer will defend, indemnify and hold Breeder harmless and will pay all of the Breeder's cost and expenses including reasonable attorney fees, any amount paid in settlement, and any award or judgement.

**10. RELEASE OF CLAIMS:** The Buyer releases the Breeder from any and all liabilities or damages caused by this dog after placement.

**11. LIMITATION OF ACTIONS:** Any action or claim brought by the Buyer against the Breeder for breach against this Contract or for loss due to negligence must be brought within 6 months of the date such claim or loss occurs.

**12. JURISDICTION:** The Buyer agrees that he/she understands this contract fully and that this contract is in the jurisdiction in the state of Idaho, In the country of the United States of America in which the Breeder resides or does business. Mediation & Arbitration Mediation and arbitration lower any potential legal costs for both the Buyer and the Breeder. If a dispute arises under this contract, the Buyer and the Breeder agree to first try to resolve it with the help of a mutually agreed-upon mediator in the jurisdiction of this contract. Any costs and fees other than attorney fees associated with the mediation will be shared equally by both the Buyer and the Breeder. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Buyer and the Breeder agree to submit the dispute to a binding arbitration proceeding located closest to the residence or business location of the Breeder, under the rules of the American Arbitration Association (AAA). Judgement upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

## Entire Agreement

This contract represents the entire agreement between the parties. The Breeder and Buyer have made no other agreements, promises, or representations, verbal or implied, unless specifically stated in this written agreement. The Breeder and the Buyer to each receive one copy of this agreement signed by both parties.

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

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

The Buyer has received the puppy into their possession.

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