

VON WALDBERG KENNELS, LLC
Specializing in German Shepherd Imports

SALES CONTRACT AGREEMENT

This SALES CONTRACT AGREEMENT (hereinafter "Agreement") is executed this ____ day of _____, 2017, by and between VON WALDBERG KENNELS, LLC ("SELLER") and _____ hereinafter ("BUYER").

I. TERMS AND CONDITIONS

1.1 Description of Item Sold. The Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, one (1) German Shepherd Dog

1.2 Payment Price. Upon payment of the sum of \$ _____ (consisting of Base price \$ _____ + Taxes \$ _____ + Shipping \$ _____) paid from Buyer to Seller (the "Purchase Price"), Seller grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer:

Name of Dog:	
Breed: German Shepherd	
Date of Birth:	Sex:
Registration #:	
Sire Name:	Sire Registration # :
Dam Name:	Dam Registration # :

1.3 Seller's Warranty. Seller warrants that Seller's interest in the Dog described above is free of any and all liens and encumbrances. The Seller is the lawful owner of its interest in the Dog, or is in possession of right of representation documentation from the lawful owner, and has the legal right to sell all interest in the Dog. No further representations or warranties are implied or included unless specifically written in this agreement. Each Dog will be sold on a limited registration, but dogs imported from Germany will be sold with full registration. Limited registration may be released at no additional charge by Seller after a passing OFA certification is provided from Buyer, and it is shown that the Dog fits the German Shepherd breed standard.

1.4 Buyer's Acceptance of Seller's Disclosures. The Seller has provided, and the Buyer has acknowledged, a disclosure of the known health, habits, and temperament of the Dog known to the Seller at the time of entering into this Agreement. The Dog's health records will be supplied at time of purchase. Seller makes no representations or warranties regarding hidden or unknown defects in the Dog not readily observable at the time of the execution of this Agreement.

1.5 Buyer Warranty. As further inducement for Seller to enter into this Agreement, Buyer makes the following warrants and representations to Seller:

1.5.1 Buyer shall provide the Dog with adequate food, fresh water, shelter, affection, and medical care upon sickness, disease, or injury. Buyer should ensure the Dog receives an annual health exam and routine vaccinations as recommended by a board-certified veterinarian.

1.5.2 Buyer shall ensure the Dog receives humane care and maintenance in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides.

1.5.3 Buyer shall ensure the Dog resides in a fully fenced yard or is otherwise provided with other humane means of exercise. The Dog shall not be continuously kept chained or kenneled whether indoors or outdoors.

1.5.4 Although the Dog may be implanted with a microchip or have an identification tag, the Buyer will never permit the Dog to roam unattended.

1.5.5 The Buyer shall notify the Breeder immediately if the Dog cannot be maintained or cared for by the Buyer.

1.5.6 The Dog shall not be sold, transferred, or given to any retail or wholesale establishment for the purpose of sale or resale to the public to any research institution where medical experimentation or other practices take place.

1.5.7 The Buyer agrees that it is the Buyer's responsibility to follow the protocols described in this Agreement.

1.6 Buyer's Acknowledgement of Dog Care Instructions. Buyer acknowledges it has received, read, and understands the following instructions for the Dog:

1.6.1 General Care. Buyer has been advised of the importance of keeping the Dog contained and under Buyer's control at all times. Buyer has been advised to use some form of permanent identification for the Dog. Buyer acknowledges that motivational training for the Dog has been explained by Seller to Buyer, and Buyer acknowledges the importance of the same. Buyer acknowledges that Seller has discussed the benefits of spaying or neutering the Dog. Buyer accepts responsibility for the care, health, condition, and well being of the Dog. Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies). Buyer agrees to pay any and all bills that are incurred after date and time of the signing of this Agreement, unless specifically otherwise written in this Agreement.

____ Buyers Initials.

1.6.2 Diet. Buyer warrants that Buyer will exclusively feed the Dog a high quality, low protein, hard kibble dog food. Buyer acknowledges that Seller's Guarantee described below shall be null and void if the Dog is permitted to eat a high protein diet prior to two (2) years of the Dog's age.

____ Buyers Initials.

1.6.3 Socialization and Discipline. Buyer acknowledges the need for, and agrees to, socialize the Dog, and to conduct obedience and discipline training with the Dog.

____ Buyers Initials.

1.7 Seller's Limited Guarantee. The health of the Dog is excellent to the best of Seller's knowledge at the time of entering into this Agreement. All vaccination and deworming records have been conducted as indicated in said records.

1.7.1 Temperament. Seller guarantees the Seller has observed the Dog has an affable temperament, and at the time of sale, the Dog has a "good" temperament. Buyer acknowledges that each Dog has a unique personality and the Seller cannot guarantee future temperament or behavior. Buyer acknowledges that the Dog's temperament is substantially a result of the Dog's environment, and Buyer shall solely be liable for the Dog's temperament after the execution of this Agreement.

1.7.2 Replacement Within Three (3) Days of Sale. The Dog is in good health and free of communicable diseases at the time of this Agreement. Buyer shall have three (3) business days from the delivery date to have the Dog examined by a licensed veterinarian at Buyer's cost. Should the Dog fail the examination for medical reasons, Buyer may return the Dog along with a written statement from the veterinarian outlining the basis for the rejection.

1.7.2.1 Restrictions. Failure by Buyer to have the Dog examined within the three (3) day period will vitiate this warranty and offer. Seller will make available a replacement Dog to Buyer, and Seller shall have no obligation to deliver the replacement dog to Buyer. It shall remain Buyer's obligation to retrieve the replacement Dog. No replacement dog will be provided to Buyer unless, and until, Seller obtains possession of the original Dog at Buyer's expense. The Seller shall have no further liability or obligation to the Buyer after Seller replaces the initial Dog purchased. If Buyer elects to retain possession of the Dog, Seller will not provide a replacement Dog or any other form of compensation to the Buyer.

1.7.2.2 Costs. All medical costs and treatment for the original Dog and/or the replacement dog shall be borne exclusively by the Buyer. Buyer shall also bear all costs and expenses to retrieve the replacement dog. Any costs, fees, medical and/or veterinary bills or expenses incurred by the Buyer for the examination or replacement of the Dog, including but not limited to transportation or shipping costs, shall be borne by the Buyer alone. Under no circumstances will the Seller issue Buyer a refund or replace a replacement dog.

1.7.3 Replacement Within the First Two Years of Age. Subject to the exclusions described in Sections 1.07 and 1.08, if the Dog develops debilitating/crippling hip dysplasia within the first two (2) years of age, the Seller will replace the Dog as Buyer's sole and exclusive remedy.

1.7.3.1 Diagnosis Must Be Confirmed By Seller. Dysplasia must be confirmed by high quality x-rays and a written opinion from a licensed veterinarian. The dysplasia must be present in both hips to be indicative of dysplasia, as opposed to an injury or other cause. Seller reserves the right to have the x-rays and/or the Dog examined by Seller's veterinarian to confirm diagnosis. In the event there is a dispute between Seller's veterinarian and Buyer's veterinarian, Seller's veterinarian's opinion shall prevail.

1.7.3.2 Restrictions. In the event the dysplasia diagnosis is confirmed, Seller will make available a replacement Dog to Buyer. Seller shall have no obligation to deliver the replacement dog to Buyer, and it shall remain Buyer's obligation to retrieve the replacement Dog. No replacement dog will be provided to Buyer unless, and until, Seller obtains possession of the original Dog at Buyer's expense. The Seller shall have no further liability or obligation to the Buyer after Seller replaces the initial Dog purchased. If Buyer elects to retain possession of the Dog, Seller will not provide a replacement Dog or any other form of compensation to the Buyer.

1.7.3.3 Costs. All medical costs and treatment for the original Dog and/or the replacement dog shall be borne exclusively by the Buyer. Buyer shall also bear all costs and expenses to retrieve the replacement dog. Any costs, fees, medical and/or veterinary bills or expenses incurred by the Buyer for the examination or replacement of the Dog, including but not limited to transportation or shipping costs, shall be borne by the Buyer alone. Under no circumstances will Seller issue Buyer a refund or replace a replacement dog.

1.8 Exclusions. Notwithstanding the foregoing, the Seller shall not replace the Dog if the Dog is overweight, has been over-worked, suffered trauma, or if the hip dysplasia results from any other cause or contributory factor other than the sole and exclusive cause of a genetic condition. If, at any point in the Dog's life, the PennHIP method is used on the puppy/Dog, this limited guarantee shall be null and void. Seller's replacement guarantee described in Section 1.07 shall be null and void if there is evidence of over-feeding, heat stroke, obesity, failure to feed high quality nutritionally complete dog food, evidence of feeding of supplements, injury, abuse and/or neglect that results in, or contribute to, dysplasia. While the Seller strives for perfection in its dogs; there is neither a written or implied guarantee that any Dog will be "show" or "breeding quality." Likewise, the Seller does not guarantee that any Dog will be free from cosmetic flaws. The Seller's Limited Guarantee in Section 1.07 shall not apply if the Dog has been bred by Buyer before it reached two (2) years of age. Seller's guarantee shall be applicable only to the original Buyer of the Dog and is non-transferable.

1.9 Disclaimer of Warranties. No other warranty to Buyer from Seller is expressed or implied. Seller specifically disclaims the implied warranties of merchant-ability and fitness for a particular purpose. The foregoing warranties are given in lieu of all other warranties, express or implied, in fact or by law, or arising by reason of custom or usage in the trade or by course of dealing, including, without limiting the generality of the foregoing, any warranty of merchant-ability or fitness for a particular purpose. The Dog was bred as a companion animal, and Seller does not

provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

1.10 Limitation of Damages. In no event shall Seller be liable for (i) special, indirect, consequential, or punitive damages including but not limited to labor costs incurred by the Buyer or (ii) any damages whatsoever resulting from loss of use or profits arising out of or in connection with the goods sold hereunder. In no event shall Seller's liability exceed the purchase price of the Dog in question.

1.11 Restriction on Name With the American Kennel Club. Seller shall name each dog commencing with the appropriate letter of the alphabet as determined in the sole discretion by Seller, and the name shall be followed by the Von Waldberg Kennel name. The Buyer shall not alter the name of the Dog in any registration documents with the American Kennel Club. If the Dog is registered with a different name, the Seller's warranties, representations, and guarantees shall be null and void. Furthermore, Buyer agrees that Seller's remedies at law for any violation of the terms and conditions of this Section 1.11 are inadequate, and Buyer agrees that Seller shall be entitled to the injunctive relief, both prohibitive and mandatory, in addition to other relief, including, without limitation, specific performance of the terms and conditions of this Section 1.11. Seller's remedies described in this Section 1.11 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

1.12 Delivery and Pick Up. In the event the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will be transferred to the next available litter of puppies. Under no circumstances will Seller issue Buyer a refund. A boarding fee of \$30.00 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.

1.13 Registration. Upon payment in full of the Purchase Price, the Seller shall initiate the transfer of ownership and registration documents. Registration papers will be processed and mailed by the Seller after Seller receives said documents from the appropriate registration organization.

1.14 Forfeiture of Buyer by Failure to Perform. Buyer acknowledges and agrees that Buyer will forfeit any deposit as well as any rights to the Dog if Buyer fails to complete the purchase of the Dog for any reason, including if Buyer fails to pay the balance of the Purchase Price by the agreed delivery date.

1.15 Indemnity and Release. Buyer acknowledges that German Shepherd dogs have the ability to injure, harm, maim, kill, destroy, and/or damage persons and property. Therefore, Buyer expressly agrees to indemnify and hold Seller harmless from and against any and all demands, liabilities, losses, costs, damages, attorney's fees and expenses of whatsoever kind or nature which arise by reason of, or in consequence of any action or inaction of the Dog. If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Buyer, including but not limited to damage to or destruction of property and injury to any person.

1.16 Time Bar For Actions. Any action, cause, or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

II. MISCELLANEOUS

2.1 Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties, as well as their respective heirs, personal representatives, agents, predecessors, successors entities, and assigns, but no Party may assign its obligation hereunder without the express written consent of the other Parties.

2.2 Waiver And Modification. No party to this Agreement may waive any of the terms or conditions of this Agreement or agree to an amendment or modification of this Agreement except by an agreement in writing executed in the same manner as this Agreement.

2.3 Complete Agreement. This Agreement constitutes the full and final understanding of the parties. In the event of any conflict between the terms of this Agreement and the attached exhibits, the more specific language shall control

2.4 Representations And Warranties. The Parties warrant and represent that: (a) they have carefully read the terms of the Agreement and know the contents of the Agreement; (b) they are of sound mind and body and fully understand the meaning and effect of this Agreement; and (c) the Parties signing this Agreement possess the requisite authority to bind the entities on whose behalf they are signing, including any beneficiaries and estate.

2.5 Choice Of Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed exclusively by the laws of the State of Washington.

2.6 Arbitration/Venue. Any disputes between the Parties relating in any way to this Agreement shall be decided by binding Arbitration without the right of appeal. Venue shall lie exclusively in Okanogan County, Washington State.

2.7 Attorneys' Fees. In the event of a dispute between the Parties, declaratory or otherwise, in connection with or arising out of this Agreement, the substantially prevailing party shall recover its costs, including expert fees and attorneys' fees actually incurred.

2.8 Time Is Of The Essence. Time is of the essence in each and every covenant and condition within this Agreement.

2.9 Counterpart/Transmitted Signatures. This Agreement may be executed in counterparts. A facsimile or computer transmitted (PDF) signature shall be binding as an original.

2.10 Severability. If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, it shall be severed from any remaining portion hereof and the remainder shall stand in full force and effect and shall in no way be affected, impaired or invalidated.

WHEREBY the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

VON WALDBERG KENNELS, LLC
("SELLER")

("BUYER")

By _____
Its _____

By _____
Address _____
Phone _____
Email _____