



HEALTH GUARANTEE AND PURCHASE AGREEMENT

This is to certify the sale of one German Shepherd puppy identified as follows:

Litter ID: _____ **Birthdate:** _____ **Sex:** M/F **Coat:** Stock/Long **Collar:** _____

Registered Name: _____ vom Tiltonhaus

AKC # _____ **Microchip #** _____

Sire Name: _____ **AKC #** _____

Dam Name: _____ **AKC #** _____

BUYER:

_____ **Date:** _____
FIRST NAME LAST NAME

_____ STREET ADDRESS CITY STATE ZIP

SELLER:

Tammey Tilton, Tiltonhaus German Shepherds
 6833 W. Dahl Rd., Deer Park, WA 99006
 Phone: (509) 276-3125
 Email tiltonhaus@gmail.com
 Website: <http://www.tiltonhaus.com>

Purchase Price: _____
Shipping: _____
WA State Tax: _____
Total: _____
Deposit Rec'd: _____
(Non-Refundable)
Balance Due: _____
Paid in Full: _____

Tammey Tilton of Tiltonhaus German Shepherds shall hereinafter be referred to as the "seller", and the original purchasing party shall hereinafter be referred to as "buyer", one purebred German Shepherd puppy, hereinafter referred to as "puppy".

Buyer's signature _____ *Please read thoroughly.*

Buyer and seller agree as follows:

1. AKC litter registration will be provided by **seller** with **puppy**. The **vom Tiltonhaus** name will be included in the registration as our "signature". **Puppy's** first name may be chosen by **buyer** according to the German tradition in which littermates names start with the same letter, as provided by **seller**.
2. A deposit is required to hold a **puppy** for **buyer**. The **buyer** understands that once a deposit is made, it is a commitment to buy the **puppy** and is therefore NON-REFUNDABLE.
3. If all funds are not received by the time the **puppy** is 8 weeks of age the **buyer** forfeits all rights to the **puppy** and the **puppy** will be sold to another waiting party. **Seller** will retain all funds paid to date. If **puppy** is being shipped all cost associated with **puppy** are paid in advance prior to shipping of the **puppy**.
4. **Puppy** is believed to be in good health and will be up to date on vaccinations by the time it is picked up by the new owner. For purpose of this agreement, **buyer**, at **buyer's** sole expense, may have the **puppy** examined by a veterinarian of **buyer's** choice. If the veterinarian discloses in writing which is signed by the veterinarian and provided to the **seller**, that the **puppy** was diagnosed with a life-threatening health condition or defect within 72 hours of signing of this contract or receipt of **puppy**, **buyer** may return **puppy** to **seller** at **buyer's** expense. **Buyer** will receive a replacement puppy of **seller's** choosing, at the earliest possible time as decided upon by **seller**. Regardless of circumstances, veterinary expenses, shipping expenses, and any other associated costs/expenses are the sole responsibility of **buyer**. Shipping expenses shall include both the cost of returning said **puppy** and the cost of shipping replacement puppy. After 72 hours from purchase date of said **puppy**, the **buyers** right as set forth in this paragraph will terminate. **Seller** is not liable for any costs incurred by **buyer** for any treatment rendered as a result of said problem.
5. **Buyer** assumes all responsibility for the health of said **puppy** upon delivery, including but not limited to appropriate vaccinations, training, exercise, and feeding schedule. **Seller** is not responsible for any injuries or illnesses of the **puppy** once the puppy is in the possession of **buyer**.
6. **Buyer** is aware of the risks and responsibilities of owning, raising, and caring for a puppy as well as those risks and responsibilities of owning and caring for an adult dog. **Buyer** also understands that **seller** has made every effort to properly socialize this **puppy**. The **buyer** is aware that socialization and training must continue for the lifetime of the dog and that **seller** can make no further warranty on the temperament of said **puppy**.
7. **Seller** represents that both the sire and the dam of the **puppy** were x-rayed by competent veterinarians and found to be free of hip and elbow dysphasia and are "hip and elbow certified".
8. Hips and Elbows guarantee. X-raying the hips and elbows must be done after the **puppy** is 12 months and before 13 months and before breeding, spayed or neutered to qualify for this guarantee. **Buyer** must notify **seller** within forty-eight (48) hours of said examination, by a board-certified/licensed veterinarian and that microchip number is verified and matches with the microchip number on our records (All Tiltonhaus German Shepherd puppies come microchipped) to request a replacement puppy. NO REFUND OF THE PURCHASE PRICE, COSTS OF RAISING, CARING FOR, TREATING OR DIAGNOSING PUPPY OR ANY OTHE DAMAGES INCURRED AS A RESULT OF SAID HEREDITARY DISORDER WILL BE ISSUED FOR ANY DAMAGES INCURRED UP

Buyer's signature _____ *Please read thoroughly.*

TO THE DATE OF DIAGNOSIS OR IN THE FUTURE FOR THE REMAINDER OF THE **PUPPY'S** LIFE. The **puppy** must be spayed or neutered, with proof of altering given to **seller** prior to receipt of a replacement puppy of similar quality, selected of **seller's** choosing, at the earliest possible time as decided upon by **seller**. **Buyer** pays for shipping of the replacement puppy or other additional costs. If the price of the replacement puppy is greater than the cost of the original **puppy**, the **buyer** will pay the difference. No warranties are given as to the replacement puppy's health or temperament. The **puppy** must NOT be overweight or have suffered trauma from accident, neglect or exercise, used heavily for Schutzhund training, obedience training, or any other joint or ligament problems, which would NOT BE covered under this paragraph or in any part of this agreement. **Seller** reserves the right to consult with the board-certified/licensed veterinarian(s) to determine the dysplasia was not a result of anything other than genetics. **Buyer** understands he/ she does not have to accept a replacement puppy. If **buyer** declines replacement puppy, **buyer's** right to a replacement puppy will be void and **seller** is under no further obligation. If any conditions arise pursuant to the hips and elbows guarantee, **seller** may request that **buyer** produce the **puppy** for an examination by a licensed veterinarian of **seller's** choice. **Seller** shall pay for the cost of this exam. The hips and elbows guarantee will be extended until the **puppy** is 2 years of age, ONLY if the following additional requirements are met along with the requirements already mentioned above. The **puppy** must have been registered with AKC by 4 months of age and vom Tiltonhaus must be included in the **puppy's** AKC registered name. If female, the x-rays must not be taken within 30 days before or after her heat cycle. The **puppy** must be receiving NuVet Plus and NuJoint Plus supplements daily, from purchase date until the day the x-rays were done. The companies track the purchases for us. The order code is: 64353

9. **Buyer** understands and agrees to hold **seller** harmless from any and all claims resulting from injuries, losses, and damages of any kind, including, but not limited to direct, special or consequential, which may arise out of, or result from, any act of **puppy** and/or **buyer**.
10. **Buyer** agrees that any cost associated with the delivery or return of **puppy** or replacement puppy is at **buyer's** sole expense.
11. Life time guaranteed that the **puppy** will not have any of the listed genetic diseases; Degenerative Myelopathy, *Anhidrotic Ectodermal Dysplasia*, Hemophilia A, *Leukocyte Adhesion Deficiency Type III*, Hyperuricosuria (Urolithiasis), Multidrug Resistance 1, Mucopolysaccharidosis VII (Shepherd type), Renal cystadenocarcinoma and nodular dermatofibrosis. **Seller** requires that the **puppy** be tested in the presence of a board-certified veterinarian and that the microchip number is verified and matches with the microchip number on our records (All Tiltonhaus German Shepherd puppies come microchipped). The qualified professional licensed veterinary needs to show in writing that the **puppy** has one of the genetic diseases listed above. **Buyer** must notify **seller** within forty-eight (48) hours of said examination to request a replacement puppy. NO REFUND OF THE PURCHASE PRICE, COSTS OF RAISING, CARING FOR, TREATING OR DIAGNOSING **PUPPY** OR ANY OTHE DAMAGES INCURRED AS A RESULT OF SAID HEREDITARY DISORDER WILL BE ISSUED FOR ANY DAMAGES INCURRED UP TO THE DATE OF DIAGNOSIS OR IN THE FUTURE FOR THE REMAINDER OF THE **PUPPY'S** LIFE. The **puppy** must be spayed or neutered, with proof of altering given to **seller** prior to receipt of a replacement puppy of similar quality, selected of **seller's** choosing, at the earliest possible time as decided upon by **seller**. **Buyer** pays for shipping of the replacement puppy or other additional costs. If the price of the replacement puppy is greater than the cost of the original **puppy**, the **buyer** will pay the difference. No warranties are given as to the replacement puppy's health or temperament. In the event that a diagnosis of one of the genetic diseases list above appears questionable, a

Buyer's signature _____ *Please read thoroughly.*

second opinion from a veterinarian-approved by **seller** will be the determining factor (buyer to pay costs). **Buyer** understands he/ she does not have to accept a replacement puppy. If **buyer** declines replacement puppy, **buyer's** right to a replacement puppy will be void and **seller** is under no further obligation.

- 12. In the event, **buyer** is unable to keep the **puppy** for any reason, he/she agrees to give the **seller** first option to take the **puppy** back (no money will be exchanged). In the event of a resale, the original **buyer** must notify **seller** of the new owner's name, address, and phone number. This does not imply any refund or resale proceeds but is simply an effort to ensure the well-being of our dogs for a lifetime.
- 13. **Seller** will not assume any responsibility for any vet bills and other expenses after the **puppy** leaves the **seller's** or breeder's hands. The **buyer** also releases the **seller**, Tammey Tilton of Tiltonhaus German Shepherds and their estate from any and all liabilities and damages after the **puppy** has let the **seller's** hands. These damages include, but not limited to, destruction of property and/or physical damage to any person or group of people.
- 14. This Bill of Sale and Purchase Agreement, as well as those documents that have been incorporated by reference therein, represent the entire agreement between **buyer** and **seller**. No agreements or promises, verbal, written, implied or otherwise are intended or included unless specifically set forth in this written agreement.
- 15. **Buyer** and **seller** agree that in any legal action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 16. Should either **buyer** or **seller** take any legal action to enforce any part of this contract, action shall be initiated in the state of Washington, City of Spokane.
- 17. This contract applies to the parties described herein and is not transferable to any other party. Transfer of **puppy** ownership shall void this health guarantee and purchase agreement.

Buyer acknowledges that the **buyer** has carefully read and fully understands this agreement and agrees to each and every term set forth herein and further acknowledges that **seller** has given **buyer** fully executed copy of agreement.

Executed On: _____ In: _____

Buyer: _____ Buyer Signature: _____

Seller: Tammey Tilton Seller Signature: _____

Buyer's signature _____ *Please read thoroughly.*