

## Deposit & Health Guarantee

1) Seller has made every effort to deliver the puppy to Purchaser in a normal and healthy condition. Prior to being shipped the puppy will be issued a health exam and Health Certificate by Sellers Vet.

Purchaser must have the puppy examined by a licensed Veterinarian within 48 hours (excluding weekends) of receipt of puppy (failure to do so voids any warranty).

2) Seller warrants the puppy for a congenital life threatening, non treatable condition only. A letter or fax must come from the examining Vet stating his/her findings and diagnosis. Seller will replace the puppy if it dies due to any hereditary problems if the following conditions are met.

Purchaser must have an autopsy performed by a DVM of choice within 24 hours of death. The Seller may have the puppy checked at the Sellers Vet if needed.

3) Seller is not responsible for any puppy death due to hypoglycemia, dehydration, or any other illness that could have been prevented by the Purchaser.

4) Under no circumstances will Seller be held responsible for any Veterinary or other expenses for any reason whatsoever after purchase of the puppy.

5) When the puppy leaves the care of the Seller, it becomes the sole responsibility of the Purchaser. No other warranties are expressed or implied.

6) Seller does not make any warranty in respect to color, coat, temperament, ability to win a show, housebreaking or ability to reproduce.

7) Under no circumstances will there be a cash refund. If exchange is necessary due to circumstances outlined in item #2 above, Seller will select a replacement puppy from the same litter if available or from another litter if needed. If living, the original puppy must be returned to the Seller at Purchasers expense, before a replacement puppy will be honored, if there is any intention of the puppy not being kept by purchaser. Once an issue relating to a replacement puppy has occurred the puppy must stay with the purchaser or be returned to breeder. If purchaser fails to abide by this section, purchaser agrees to a 500.00 Dollar penalty for failure to abide by this clause, payable immediately to breeder.

8) If the puppy/dog that is the subject of this contract ever shows evidence of neglect or abuse at any time during its life, ownership and title to the said puppy/dog will revert immediately to the seller. ( Abuse and neglect will be determined by governing agencies ie; Law Enforcement or Animal Control Agencies )

In the event purchaser can no longer keep the puppy/dog the dog will then be returned to breeder with compensation. The dog may not be placed in another home without the breeders approval. The puppy will never in its lifetime be relinquished to an Animal Shelter, Humane Society, Dog Pound or Animal Rescue Facility or any other type of animal relinquishment facility for any reason.

9) All deposits are non refundable. Final payment's cash only. Deposit options are available through Wire Transfer, Certified Check, Money Order, Cash or Personal Check.

10) Seller will provide registration papers within 90 days of sale date including all signatures necessary for registration.

11) The puppy will be free of lateral crippling canine genetic hip dysplasia for the first 24 months of life.

(Genetic crippling canine hip dysplasia is present within the first 12 months of age and can be seen by X-rays, Genetic canine hip dysplasia will be present in both hips and not just one)

The puppies hips must be x-rayed by a Licensed or Certified Orthopedic Veterinarian, who is skilled at producing and positioning views for OFA evaluations between 1 year of age and 2 years of age. X-rays taken or submitted before the 11th month from the date of birth will not be of consideration. The films must be dated and submitted to OFA. A duplicate copy of the x-ray on a CD disk or duplicate film will be submitted to the breeder by mail in addition to OFA

If the hips do not certify as excellent, good, or fair by the above terms and conditions of the hip warranty coverage and no other film is required by OFA, a puppy from a subsequent litter, of breeders choice and of equal value will be made available to the purchaser.

The purchaser will provide to the seller proof of spay/neuter as well as all AKC papers with signed transfer of ownership back to the seller prior to receiving a replacement puppy. ( We DO NOT require that you return your puppy, only proof of Spay or Neuter within 30 days of your dated letter of OFA results and return of AKC paperwork.)

Any puppy sold on a limited Registration, or reduced price will be replaced only at half of the original value and only if a signed Hip warranty was given at the time of sale. The purchaser will be responsible for any differences in the price of the replacement puppy from any litter above this amount.

12) If this dog is being bought as Pet Quality The seller does not guarantees that the puppy will certify with OFA. Replacements on any puppies who are sold on either a Limited or Full Registration are limited to one replacement puppy per Original sales Agreement, of the breeders choice and from the soonest available litter.

13) Although the puppy is vaccinated against Parvo, Distemper, Adenovirus, Parainfluenza and Bordella. No guarantee is given against these diseases due to their unpredictable nature.

14) We do not guarantee color, the adult size, conformation, reproductive ability, testicles descending, potty training ability or the temperament of the puppy. This guarantee does not cover common conditions such as, but not limited to, improper bite, thin coat, hernia of any kind, trachea problems, low blood sugar (hypoglycemia), internal and external parasites, luxating patella, minor physical flaws, loose stools, coccidia, or any condition that can be corrected with veterinarian treatment.

15) If a dog that is subject to this contract is bred or becomes pregnant prior to 24 months of age and/or without OFA Certification, this contract becomes NULL AND VOID. If the dog is spayed or neutered before 24 months of age the Hip Warranty is Null and VOID. Spay and neutering before 24 months of age does not allow the animal to reach full gender development affecting the hormone levels needed and may lead to the improper growth and development of healthy hips and joints.

16) The Purchaser hereby releases the seller from any and all liability arising out of the sale, raising, or training of the above mentioned puppy/dog. The purchaser further expressly agrees to indemnify and hold harmless the seller with respect to any alleged liability or liabilities that the seller may be charged with including the tendering of defense to the seller, by the purchaser in the event litigation by reason of the activities raising or training of the dog/ puppy.

17) The name Gigante's will appear on the paperwork and subsequent registration of puppy for akc registration. It can appear in front or in the rear of the name. Example's of this are Gigants 's "dogs name" your "kennel name" or "dogs name" with von,Gigante's or any combination there of. Failure to add breeders recognition on AKC paperwork will void warranty to purchaser.

Terms Definitions:

**PET QUALITY** is a quality classification set by the seller indicating that this dog will not be used for breeding and will be in a loving home and as a pet only.

**LIMITED REGISTRATION** allows registration with the American Kennel Club (AKC) but with certain restrictions. The registration certifies that the animal is a purebred German Shepherd, but does not allow competition in AKC licensed conformation shows. Offspring resulting from this animal are not allowed to be registered with AKC.

**ALTERING** is a surgery done by a veterinarian that renders the animal unable to produce offspring (i.e. Spay/Neuter)

**GENETIC DEFECT** any condition which is widely held by the veterinary profession to be hereditary in nature.

This represents the entire agreement between the Seller and the Purchaser. The purchaser's signature below indicates that he/she understands all the conditions of this contract.

#### Puppy Information

Breed: \_\_\_\_\_ AKC # \_\_\_\_\_  
Sire: \_\_\_\_\_ AKC # \_\_\_\_\_  
Dam : \_\_\_\_\_ AKC # \_\_\_\_\_  
DOB: \_\_\_\_\_ Gender: \_\_\_\_\_ Color \_\_\_\_\_  
Price: \_\_\_\_\_

New Owner : \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No: \_\_\_\_\_

Gigante Seller

New Owner

Date

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