

Wyohaus German Shepherds

Puppy Purchase Contract

This Contract sets forth the terms under which Taylor Berge of Wyohaus German Shepherds ("Seller") agrees to transfer ownership of the dog described in Section 2 to the Buyer, subject to the terms and conditions stated herein. This Contract constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, whether oral or written. It shall be governed by and construed in accordance with the laws of the State of Wyoming. Any disputes arising under or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts located in Converse County, Wyoming. The Breeder and Buyer agree as follows:

1. DOG AND BUYER DETAILS

Description of Dog:

Breed: _____	Registered Name: _____	<i>Von Wyohaus</i>
Sex: _____	Microchip Number: _____	
Color: _____	Registered Name: _____	
DOB: _____	Purchase Price: _____	Deposit: _____

Buyer Information:

Name: _____	Phone: _____
Address: _____	
City: _____	State: _____ Zip: _____
Email: _____	

2. PAYMENT TERMS AND CONDITIONS

The total Purchase Price for the dog identified in Section 1 shall be paid in two parts: a deposit and a final balance. A non-transferable deposit of \$800 is due within forty-eight (48) hours of the Buyer signing this contract. This deposit secures the Buyer's reservation within the litter and will be applied toward the total Purchase Price. Deposits are refundable until the puppies reach four (4) weeks of age. After this point, refunds are issued solely at the Seller's discretion. No refunds will be given if the Buyer withdraws, declines placement, or fails to complete payment, regardless of reason. If the Seller determines that no suitable puppy is available for the Buyer, the Buyer may choose to either receive a full refund of the deposit or transfer the deposit to a future litter.

Final payment of the remaining balance is due within seven (7) days of the Seller notifying the Buyer in writing of the puppy assigned to them. If the Buyer fails to remit full payment within this timeframe, or declines the assigned puppy without mutual agreement on an alternative, the Seller may consider the placement withdrawn. In such cases, the Buyer forfeits both the deposit and any claim to the assigned puppy.

3. LIMITED REGISTRATION AND BREEDING

The Seller is transferring ownership of this dog as a purebred German Shepherd with limited AKC registration. The Seller agrees to provide the Buyer with official registration papers within six (6) months of the date of sale.

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This dog is sold with no rights to breed, and the Buyer agrees not to use the dog for breeding purposes under any circumstances, whether intentional or accidental. Any exception to this restriction must be explicitly authorized in writing through a separate, signed agreement with the Seller.

4. RIGHT TO RECLAIM

If the Seller has reasonable cause to believe the dog has been bred without a signed agreement, is not receiving adequate care or is in poor health due to neglect, mistreatment, or improper living conditions, the Seller reserves the right to take immediate action to protect the dog's welfare. Reasonable cause may be supported by photographic or video evidence, reports from a licensed veterinarian, or official documentation from an animal control officer, law enforcement agency, or other qualified authority. The Seller has the right to request the dog be examined by a licensed veterinarian of their choosing upon suspicion of neglect or abuse.

If the Seller determines that the dog has been bred against the requirements of this contract or subjected to abuse, neglect, or mistreatment, the Seller may take full possession of the dog without refund. All warranties and obligations under this Contract will be considered null and void. The Buyer agrees to cooperate fully with the Seller in facilitating the immediate return of the dog, including transfer of any registration or ownership documentation within seven (7) days of the reclaiming.

5. HEALTH AT TIME OF TRANSFER

The Seller represents that the dog has been examined by a licensed veterinarian and was found to be in good health at the time of such examination. The dog has also received age-appropriate vaccinations and deworming, as documented in the health records provided to the Buyer.

The Buyer must, at their own expense, have the dog examined by a licensed veterinarian within seventy-two (72) hours of receiving the dog (the "Examination Period") for the warranty in this section to be valid. If a licensed veterinarian, during the Examination Period, determines that the dog is unfit for sale due to a debilitating health condition that existed prior to transfer, the Buyer may return the dog for a full refund. If the Buyer chooses to keep the dog, the Seller may elect to reimburse the Buyer for qualifying veterinary costs, up to the original purchase price of the dog. Such reimbursement will be made solely at the Seller's discretion, based on veterinary documentation and case-by-case evaluation.

This short-term health warranty expressly excludes:

- a. any health issues caused by the Buyer's ill-treatment, abuse, neglect, or failure to provide proper care;
- b. any health issues resulting from transportation from the Seller to the Buyer; and
- c. all minor illnesses or conditions, including but not limited to upper respiratory infections, allergic reactions, stress-related diarrhea, internal or external parasites, urinary tract infections, vaginitis, umbilical hernias, or any contagious viruses such as canine parvovirus.

6. LONGTERM GENETIC HEALTH WARRANTY

The Seller warrants the dog to be free from any debilitating genetic condition for a period of thirty-six (36) months from the date of birth. A genetic condition means a health disorder that arises from inherited genetic material and can be substantiated through veterinary evidence and recognized diagnostic standards. The defect must originate from the dog's DNA and not from environmental, nutritional, or activity-related factors. Conditions in which a genetic predisposition is present but the clinical manifestation is triggered, worsened, or accelerated by environmental factors (such as overfeeding, obesity, excessive exercise, injury, or early

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sterilization) are not covered under this warranty, even if the dog has a known genetic predisposition. Coverage applies only where the condition would have manifested regardless of external influences. A debilitating condition means a health disorder that significantly impairs the dog's ability to function normally, causes ongoing pain or suffering, or necessitates surgical or continuous medical intervention to sustain a reasonable quality of life. The Seller reserves the right to request a second opinion from a licensed veterinarian of their choosing.

This warranty applies only to conditions proven to be of solely genetic origin and is valid only if all the following conditions are met:

- (a) The condition is diagnosed by a licensed veterinarian and supported by written documentation. The diagnosis must include evidence that the condition is genetic in origin, justified by peer-reviewed veterinary research or recognized clinical standards. For orthopedic conditions such as hip or elbow dysplasia, radiographs must be reviewed by a board-certified veterinary orthopedic specialist.
- (b) The Buyer notifies the Seller in writing within seven (7) days of receiving the diagnosis.
- (c) The dog has not been bred, spayed, or neutered prior to twenty-four (24) months of age. Any early alteration or unauthorized breeding voids this warranty in full.
- (d) The Buyer has maintained the dog's health responsibly, including:
 - (i) Annual wellness exams performed by a licensed veterinarian, with written documentation of normal findings or absence of disease relevant to this warranty;
 - (ii) A breed-appropriate, veterinarian-approved diet suitable for all life stages; and
 - (iii) Maintenance of a healthy body condition score as verified annually by the attending veterinarian.
- (e) The Buyer retains and provides all relevant veterinary records upon request. Failure to provide complete documentation voids this warranty.
- (f) If the dog dies before thirty-six (36) months of age and a genetic or hereditary condition is suspected, the Buyer must obtain a necropsy from a licensed veterinarian. The necropsy report must be submitted to the Seller. Failure to provide this report voids the warranty.

If all criteria are met and the Seller confirms that the diagnosis qualifies under this warranty, the Seller will provide one of the following remedies:

- (i) A full refund of the original purchase price upon return of the dog or;
- (ii) Reimbursement of documented veterinary expenses related to the covered condition, not to exceed the original purchase price of the dog.

This warranty expires thirty-six (36) months after the date of birth. No claims will be honored beyond this period, regardless of when symptoms arise or diagnosis occurs.

The Seller makes no guarantees as to the dog's adult size, final weight, coat color, temperament, drive, or working ability. These traits may vary based on genetics, training, socialization, and environmental influences. Buyer accepts this uncertainty as part of purchasing a living animal.

7. ACHIEVEMENTS CREDITS

The Seller values and supports buyers who invest time and effort into developing their dogs' potential, whether through sport, service, or health screening. To recognize and encourage responsible ownership and

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meaningful accomplishments, the Seller offers non-transferable credits toward the purchase of a future puppy. These credits are available for qualifying achievements in performance, working roles, and health certifications, as outlined below. These credits hold no cash value and will be applied only at the time of a future puppy purchase. Each credit is awarded independently. To claim the credit, the Buyer must provide official documentation from the relevant organization, such as score sheets or certificates.

a) Advanced Titles Credit

If the dog earns a second-level title in a bite sport sanctioned by a nationally or internationally accredited organization, such as PSA, French Ring, IGP, or similar, the Buyer will be eligible for a \$500 credit toward the purchase of a future puppy from the Seller. For titles outside of bite sports, eligibility will be considered on a case-by-case basis, based on the level of difficulty, the governing body, and the dog's overall accomplishments. Buyers may confirm in advance with the Seller whether a planned title will qualify. A combination of titles may be accepted to reflect the dog's well-rounded ability.

b) Working Canine Credit

If the dog successfully becomes a certified working canine, such as a police dog or search and rescue dog the Buyer will be eligible to receive a \$500 credit toward the purchase of a future puppy from the Seller. Certification must come from a nationally recognized or accredited organization, agency, or employer. The Buyer must provide official documentation verifying the dog's working status, such as certification papers or a letter of verification on official letterhead.

c) Health Testing Credit

If the dog receives certification for both hips and elbows through OFA at 18 months of age or older, and the results are published in OFA's public database, the Buyer will be eligible for a \$300 credit toward the purchase of a future puppy from the Seller. If the Buyer also completes a PennHIP evaluation for the same dog, the total credit increases to \$600. Proof of certification must include the official OFA report and, if applicable, the PennHIP report.

8. BUYER'S OBLIGATIONS

a) Welfare and Care

- I. The Buyer agrees to keep the dog primarily as a household companion, who lives primarily inside the home with daily social interaction and not confined to a kennel, crate, or similar enclosure for extended periods of time. Reasonable confinement for safety, training, or rest is excluded.
- II. The Buyer agrees to always provide secure containment of the dog and prevent it from running at large.
- III. The Buyer agrees to provide the dog with a healthy environment, including a balanced, breed-appropriate diet, regular exercise, and routine preventative healthcare. This includes, but is not limited to, annual veterinary exams, deworming, and appropriate flea, tick, and heartworm prevention. Upon request, the Buyer will provide the Seller with copies of relevant veterinary records.
- IV. The Buyer agrees to provide the dog with physical activity that matches the dog's age and developmental stage. Activities that place undue strain on growing joints, such as excessive running, jumping, or long-distance exercise, must be avoided before the dog reaches physical maturity. The Buyer is expected to use caution and consult a veterinarian if unsure whether an activity is appropriate.

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- V. The Buyer agrees to seek professional training assistance at their own expense if the dog begins to show signs of behavioral issues, including but not limited to aggression, fearfulness, or reactivity. Early training and socialization with a qualified professional trainer are strongly recommended to support the dog's development and long-term success.

b) Periodic Updates

- I. The Buyer agrees to provide the Seller with regular updates on the dog's health, growth, and general well-being, including photographs. These updates must be submitted no less than once every three (3) months during the first year of ownership, and once every four (4) months during the second year.
- II. After the second year, the Buyer agrees to provide updates upon request by the Seller, provided such requests are reasonable. A request is considered reasonable if it does not exceed four (4) times per calendar year and is made to verify the dog's welfare or compliance with this agreement.
- III. Additional updates outside of these requirements are welcomed and appreciated, as they help the Seller stay informed about the dog's long-term well-being and development.

c) Breeding Restriction

- I. The Buyer acknowledges that the dog is sold with limited AKC registration and agrees not to breed the dog. Breeding the dog without the Seller's consent constitutes a breach of this Contract and the Buyer agrees to compensate the Seller an amount of \$2500 and an additional \$2000 in damages per puppy born.

d) Ownership

- I. The Buyer agrees to keep the dog in their possession and may not sell, give away, or rehome the dog without the Seller's prior written approval. If the Buyer becomes unable or unwilling to keep or care for the dog, including due to death or incapacity, the dog must either be returned to the Seller or rehomed only with the Seller's written consent. No refund is guaranteed. If the dog is returned, the Seller may choose to offer a partial refund based on the dog's age, health, training, and condition, minus any costs incurred for care, training, or veterinary treatment. If the dog has maintained excellent condition, and earned achievements that increase its value, the Seller may agree to refund a negotiated amount reflecting the dog's fair market value.

9. Enforcement, Liability, and Dispute Resolution

- a) This Contract constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Contract without the prior written consent of the other party. No changes, modifications or waivers to this Contract will be effective unless in writing and signed by both parties. If any provision of this Contract is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Contract shall otherwise remain in full force and effect and enforceable. This Contract may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

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- b) Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to inform Breeder of any major change in the health of the dog throughout the dog's life and behavior problems, particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the dog, promptly notify Breeder of the particulars of the animal's death.
- c) If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
- d) The parties agree that the liquidated damages specified in this Contract are fair and reasonable estimates of the harm the Seller may suffer due to specific breaches, including but not limited to unauthorized breeding, improper transfer of ownership, or neglect and/or abuse to the dog. These damages are intended to compensate the Seller for harm to their breeding program, reputation, and oversight.

10. AMENDMENTS

No amendments have been made to this contract.

IN WITNESS WHEREOF, Breeder and Buyer have executed this agreement effective as of the Effective Date.

Buyer's Name: _____

Buyer's Signature: _____ Date: _____

Seller's Name & Address: Taylor Berge
12 55 Ranch Rd
Rolling Hills, WY 82637

Seller's Phone & Email: 307-262-6646
WyohausGSD@gmail.com

Seller's Signature: _____ Date: _____

Seller's Signature: _____ Date: _____