



# DEPOSIT CONTRACT & GUARANTEE

THIS FORM MUST BE FILLED OUT PRINTED AND MAILED TO US AS YOUR DEPOSIT CONTRACT. WE WILL NOT EXCEPT A DEPOSIT BEFORE FIRST SPECKING TO THE PERSON EITHER BY PHONE OR E-MAIL.

This is our Deposit and Sales Agreement Form:

You will need to mail to us a filled-out copy of This "Deposit and Sales Agreement" with all of Your information filled in the blanks -with your deposit (or other similar application information)We will mail you copies of all forms for your records. We just wanted you to know, in advance, exactly what the terms and guarantees of the Puppy "Deposit and Sales Agreement" are before you even apply to buy one of our puppies.

## **Avery Hill Kennels & vom schonen Berg German Shepherds**

### **Puppy Deposit and Sales Agreement**

**ON THIS DATE:** \_\_\_\_\_

Avery Hill Kennels & vom schonen Berg German Shepherds (Seller) has agreed to sell and the below named (Buyer) has agreed to buy one AKC Registered German Shepherd Puppy for the Purchase Price named below, under the terms in this Agreement and described as follows:

**PUPPY BEING SOLD**

Description of Puppy: \_\_\_\_\_

From Litter: \_\_\_\_\_

Sex of Puppy: \_\_\_\_\_

Date of Birth of Puppy: \_\_\_\_\_

**SELLER:** Avery Hill Kennels & vom schonen Berg German Shepherds (Jaime Wells )

Mailing address: Jaime Wells 1811 Dog Fork, Road Kenna, WV 25248)

**BUYER:** \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**PURCHASE PRICE**

The Purchase Price of the Puppy is \$ \_\_\_\_\_

Part of the Purchase Price will be paid immediately with this Agreement as a Deposit to guarantee that Seller will hold the Puppy for pick-up or delivery to the Buyer on the below specified Delivery Date.

The Balance Due (\$ \_\_\_\_\_ ), after crediting the Deposit (\$ 200.00 \_\_\_\_\_ ), will be paid in Cash or Cashier Check on or before 5 weeks of age before Delivery of the Puppy to the Buyer or puppy being shipped. Puppy MUST be paid in full before it

leaves our property, if puppy is being picked up Buyer must pay remaining balance by either cash or cashiers check ( NO PERSONAL CHECKS will be excepted on pick-up date ALL personal checks must clear the bank before puppy is to leave our property which usually takes 2 weeks) . This Purchase Price does Not include any Delivery Charge (if any) which is calculated separately.

**DEPOSIT** (Surety of Action Deposit) in the amount of \$ 200.00

(usually 20% of the Purchase Price) is required to hold this Puppy for the Buyer until date of pick-up or Delivery. Puppy MUST be paid in full by 6 weeks of age.

There are no refunds on Deposits, unless otherwise agreed here in writing. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the Puppy to some other Buyer and retention of the Deposit is meant to compensate Seller for his possible loss. This deposit signifies the intent on the part of the Buyer to follow through with the Purchase of this Puppy. Buyer Initial here stating that you fully understand this is a NON REFUNDABLE DEPOSIT:

The Seller reserves the right to void this transaction and refund the Deposit if we learn of any reason why Buyer might not be suitable for the puppy –( i.e. Buyer is found to be an animal abuser, violent person, representative of a Pet Store, representative of a pharmaceutical research laboratory etc.) .

If the transaction is voided or if through some tragic accident the Puppy were to die or otherwise be seriously injured before it goes to its new home then, of course, the deposit will be returned to the Buyer; unless the Buyer wishes to apply the Deposit to another Puppy, if one is available, or to a puppy from the next available litter.

**PREFERRED DEPOSIT PAYMENT METHOD IS PAYPAL.COM**

Our preferred method of payment is by Credit or Debit Card. Please do Not Email or otherwise give us your credit/debit card information, we don't need to see the information and we will not ever see it. The transaction will all be done as a secured transaction by PayPal.com.

We will send you an Invoice Email via PayPal.com. To make the Deposit Payment, you simply follow the instructions in the Invoice Email from PayPal.com and make the payment through them. You do NOT have to have a PayPal Account set up already. (It is actually simpler if you do not have a PayPal account or use a different email from any existing PayPal account – unless, you long ago set up a fully functioning PayPal account and want to use it.) The PayPal.com Invoice Email just requires you to fill in a payment form providing your Name, Address and Phone number; and, on the second page you provide the credit or debit card charge information. Much like any other online purchase.

PayPal will offer you the opportunity to Save the information you input to make this Deposit Payment and you have the option to automatically create a basic PayPal Account using the simple identifying information that you provided to make this Payment. We recommend accepting this PayPal offer since this documents your purchase for your records and the PayPal account costs nothing and you may find it useful for future online and other transactions.

You can use Visa, MasterCard, Discover or American Express to pay the Deposit. The payment process is just like any other online credit/debit card purchase transaction. We both get nearly instantaneous payment confirmation and receipts, your Deposit is paid and your Puppy is reserved for you.

In the alternative, you can print out this agreement, sign it, enclose a cashier's check for the Deposit Amount and mail it to Jaime Wells, Avery Hill Kennels German Shepherds, 1811 Dog fork Road, Kenna, West Virginia 25248. We will not reserve a Puppy until the payment and this Agreement is received and cannot guarantee that a

Puppy will be available at that time. If you choose to mail this agreement and no Puppy is available at the time we receive this Agreement and Deposit we will contact you and determine if you want your deposit returned or applied to another Puppy.

#### **DELIVERY OF PUPPY**

We can ship puppy at additional cost to the buyer usually around 450.00 We do deliver Puppies personally (just about anywhere in the United States or Canada) or you can pick your puppy up at Avery Hill Kennels & German Shepherds

#### **DELIVERY DATE.**

This Puppy will be available for the Buyer to pick up personally at Avery Hill Kennels & German Shepherds on \_\_\_\_\_. This date is based on our estimation of when the puppy will be naturally weaned and ready to leave its Mom. Typically our puppies stay with their Moms at an absolute minimum of 8 weeks of age, but more often 10-12 weeks of age.

If the Buyer is not able to pick up the puppy on the stated Delivery Date, we will be glad to continue caring for the Puppy for a reasonable time-limited to 30 days unless otherwise arranged, but we will add a charge of \$5 per day for boarding for every day after the scheduled pickup date.

#### **DELIVERY CHARGE**

The Seller is also happy to personally deliver puppies to their new homes or to meet the Buyer at some agreed in between location. We charge 25 cents per mile times the round trip mileage we drive as a delivery charge. Our charge for delivering this puppy to \_\_\_\_\_ would be \$ \_\_\_\_\_. This Delivery Charge is designed to pay for our gasoline and out of pocket expenses on a trip and may actually be less than .25 cents per mile depending on individual circumstances.

#### **HEALTH GUARANTEE**

The Seller, Avery Hill Kennels & vom schonen Berg German Shepherds, guarantees Your Puppy to be free from infectious diseases for 4 days after the puppy leaves our premises and guarantees the Puppy to be free from genetic problems for up to three year of age. Hip and joint problems can be caused by or influenced by overfeeding, improper diet, failure to maintain proper weight, failure to provide sufficient exercise, over-exercising or improper exercising which would be out of our control. The guarantee of the hips does not cover problems that are environmentally induced. The purchaser should take great care in bringing up the Puppy. The Puppy should not be allowed to jump from great heights taller than himself (for example avoid jumping off a porch or out of a truck), or run up and down stairs or do a lot of running and sliding on slick surfaces or be subjected to strenuous exercise. Before a pup reaches about age 15 months, his tendons are not strong enough to bear weight from impact... lax tendons allow the head of the hip bone to bang into the hip socket causing trauma to cartilage and bone. This can cause hip dysplasia and elbow problems. Seller will not be responsible for this kind of damage. Should the Puppy develop hip dysplasia even after proper care and proper food, then the pup will be replaced with a pup of equal or greater value from the next litter. We will not replace a pup until we have received a copy of the x-rays accompanied by a letter from the vet. This letter should also include proof of regular vet visits that documented a healthy maintained weight up until the diagnosis of HD. After we have reviewed the x-rays, we reserve the right to forward the x-rays to our Vet or to OFA for further evaluation before the pup is replaced. We will replace a pup only once..as such an occurrence is highly unlikely in the first place if proper care is given. This replacement does not include the cost of transportation or medical-

related expenses.

We do not guarantee temperament. We bred only from dogs that have demonstrated great stable temperament. All our Puppies are temperament tested and sound when delivered. We take great pains to provide a secure, loving environment for our Puppies from birth and provide daily proper socialization. After Delivery, the responsibility is on the Buyer to provide a good environment with proper socialization. It is the Buyer's responsibility to keep the Puppy free from harm and bad interactions with other people, dogs and animals. Any negative exposure of the puppy to a bad experience with other dogs or people can cause lasting effects. Be gentle with your Puppy and use Positive Reinforcement ( Praise him when he does "good") to train him. Do NOT hit your puppy or do silly things like rub his nose in urine or feces "accidents".

The Buyer agrees to continue providing regular socialization for the Puppy after the pup is fully vaccinated. The purchaser agrees to provide a safe environment. We do not consider a rope or chain tie out or letting the Puppy run wild to be safe or appropriate. In fact, this is considered abusive and Buyer and Seller agree that this is grounds for the Puppy to be repossessed by Seller with no refund of purchase price. The buyer agrees to keep the Puppy healthy, maintain and stay current with all puppy vaccinations, provide periodic vet checks including an initial examination within the first 3 days after delivery, and to keep the pup at a healthy Lean weight by feeding a quality dog food – for example a balanced B.A.R.F diet, Holistic Select Large Breed puppy, Canadae dog food. Do Not feed grocery store cornmeal. Do Not feed ordinary puppy food of any brand...it is too rich for these large breed puppies. A fat puppy is an unhealthy puppy.

Seller will provide Buyer with a puppy that leaves Avery Hill Kennels & vom schonen Berg German Shepherds Kennel clean; in good general health and that has no known physical defects. De-worming and first immunizations will have been completed and detailed in writing. It is generally recognized that intestinal parasites (worms etc) are common in puppies, and are a part of a puppy's early development but we will make every effort to prevent parasites. Often, however, the stress of change and travel can cause intestinal parasites to emerge. Buyer agrees to continue parasite testing and treatment (if necessary) with their veterinarian.

Buyer agrees that he/she will take their puppy to their veterinarian within 2 days of receiving the Puppy for examination, testing for worms, treatment for worms, obtain prescription for Heart worm prevention and Frontine/Advantage flea control and to schedule ongoing immunizations as recommended. If the purchaser's veterinarian finds the puppy to be in poor health, the veterinarian's written description of the problems must be provided, dated within 4 days of the date the Buyer received their puppy.

Genetic defects are covered by this guarantee for three years, including hips, eyes and heart. A written examination from a veterinarian must state that genetic defect exists and be accompanied by x-rays and other testing as appropriate.

With documentation by veterinarian, that is dated within 4 days of Buyer's receipt of the Puppy, that shows serious untreatable infectious illness or genetic defect which is sufficiently serious in the opinion of two qualified veterinarians, at least one of whom is selected by the Seller, to warrant euthanization of the dog, Buyer will be refunded the price of the Puppy or given a replacement Puppy from the Seller's next available litter. Transportation costs (if any) will not be refunded and are not included in this guarantee. Expenses of treatment, exams and tests are the financial responsibility of the Buyer.

Failure to have the puppy examined by a vet within four days of the date the puppy is delivered to Buyer or if Buyer fails to provide required immunizations, treatment or de-worming, will mean that this health guarantee will be VOID.

Buyer agrees to keep their puppy at home and away from other dogs, public places, parks and will use care in allowing others from outside their home to pet or touch the puppy. This is to protect the puppy from exposure to parvovirus and other infectious illnesses. New owners will Not enroll the puppy in obedience training classes until all immunizations are completed – usually at 18-20 weeks of age, according to the veterinarian’s schedule.

**RIGHT OF RECOVERY OR PLACEMENT**

Should the Buyer find themselves unexpectedly in a circumstance where death or other loss prevents them from being able to properly care for the Puppy, Buyer agrees that we will be contacted first and given first rights to the Puppy. If the dog is to be sold, Seller will be given right of first refusal. Buyer agrees that the Puppy will NOT under any circumstances be placed in a dog pound or rescue center. This provision is to ensure that the Puppy will not end up homeless or destroyed.

**GENERAL**

This written Agreement contains all of the terms of this Puppy Deposit and Sales Agreement. No refunds will be given, all deposits are non-refundable and all sales are final.

To ensure that the Buyer can immediately reserve the Puppy of their choice, Buyer and Seller agree that this Agreement is in full force by virtue of Email exchange of completed copy of this agreement between Seller and Buyer. All disputes are subject to resolution in the Seller’s domicile: Jackson County, West Virginia.

**AGREED:**

Buyer Signature \_\_\_\_\_

Seller Signature \_\_\_\_\_

Jaime Wells 1811 Dog Fork Road, Kenna , WV 25248

Avery Hill Kennels & vom schonen Berg German Shepherds

[www.AveryHillKennel.com](http://www.AveryHillKennel.com)

[gSD@AveryHillKennels.com](mailto:gSD@AveryHillKennels.com)