



Von Hohenhalla Dobermans

SIMPLY SUPERIOR EUROPEAN DOBERMANS

PUPPY AGREEMENT

THIS PUPPY AGREEMENT (hereafter, referred to as "Agreement") is made between VHDobermans LLC (hereafter, referred to as "Breeder" and/or "Von Hohenhalla Dobermans") and _____ (hereafter, referred to as "Buyer") on this day, the _____ day of _____, 2024 and consists of three or four parts: (1) Bill of Sale, (2) Puppy, (3) Health Guarantee, and the optional/elective (4) Ear Crop. Both parties hereby agree to enter into this Agreement willingly and agree to uphold all the terms and conditions contained herein. Both parties agree to complete this Agreement via SignNow online software.

BUYER

Buyer (First & Last Name)* _____

Mailing Address _____ City _____ State _____

Zip Code _____ County _____ Phone Number(s) _____

Email Address(es) _____

**If more than one name is listed as the Buyer, only the first listed will initial and sign this document. All names will be listed on all future agreements and AKC Registration. Additional names listed hereby agree to all the terms contained herein regardless of opportunity to initial and sign.*

PUPPY

Identifier _____ Breed _____ Doberman Pinscher

Date of Birth _____ Coloring _____ and Rust _____

Sex _____ Spayed/Neutered No Ears Cropped _____ Tail Docked _____

Microchip Registry & Number _____ AKC Reunite, # _____

Registry American Kennel Club (AKC) Registration Type (Limited or Full) _____

Registered Name and Number _____ Von Hohenhalla, WS

Sire Registry, Registered Name, and Number _____ AKC, _____, WS

Dam Registry, Registered Name, and Number _____ AKC, _____, WS

Primary Buyer Initials _____
Breeder Initials _____

(1) Bill of Sale

The following terms and conditions agreed upon by both parties are in reference to the purchase of the Puppy listed on page 1.

TOTAL PURCHASE PRICE: The Total Purchase Price of the Puppy is \$_____ and includes: _____ . The Total Purchase Price of \$_____ was paid via the following transaction(s): _____

Both parties acknowledge full payment and receipt thereof at the completion of this agreement.

WITHDRAWAL OF PAYMENT: The Buyer agrees to not withdraw payment, seek a refund, or dispute any transaction paid to the Breeder (including those not paid in cash, such as but not limited to: check, wire transfer, direct deposit, and/or payment through an online service such as Zelle).

TRANSFER OF OWNERSHIP: The Breeder grants, sells, conveys, and transfers ownership of the Puppy to the Buyer at this time, _____ eastern, on the _____ day of _____, 2024.

(2) Puppy

The following terms and conditions agreed upon by both parties are in reference to the care (husbandry) and upbringing of the Puppy listed on page 1.

ORIGIN: The Puppy is a Doberman Pinscher from Von Hohenhalla Dobermans' _____ Litter born on the _____ day of _____, 2024 out of dam _____ (call name of _____ with AKC Registration Number of WS _____) and sire _____ (call name of _____ with AKC Registration Number of WS _____).

LIFE-LONG COMMITMENT: The Puppy is being transferred from the Breeder to the Buyer with the understanding the Buyer is taking possession of the Puppy to keep and to provide for this Puppy for its lifetime. The Buyer agrees to provide a life-long commitment, prompt medical care, proper grooming, a comfortable and humane environment inside house of the Buyer, and responsible care to the Puppy.

PARASITES: The Buyer agrees to keep the Puppy parasite free (including, but not limited to: heartworms, fleas, ticks, and intestinal parasites).

VACCINATIONS: The Buyer agrees to keep the Puppy up to date with vaccinations (including, but not limited to: Distemper, Hepatitis/Adenovirus-Type II, Parainfluenza, Parvovirus, Bordetella, and Rabies).

NUTRITION: The Buyer agrees to feed the Puppy proper nutrition which consists of a high-quality professional feed (brand and variety approved by the Breeder) given at regular intervals and fresh water available at all times. The high-quality professional feed must be a brand and variety of feed pre-approved by the Breeder. The Breeder approves of Wholesomes' puppy formula. The Buyer agrees to feed the Puppy the Breeder's approved feed of Wholesomes' puppy formula between the Puppy's age of eight to twenty-four months or another feed approved by the Breeder. At this time, with Breeder approval, the Buyer intends to feed the following feed to the Puppy the following diet (brand and formula): _____

Primary Buyer Initials_____

Breeder Initials_____

If a diet other than the Wholesomes' puppy formula is selected, the Buyer acknowledges the Puppy may experience stomach upset including, but not limited to: refusal to eat, nausea and vomiting, diarrhea, and/or constipation. Any costs associated with the stomach upset are the responsibility of the Buyer.

SAFE ENVIRONMENT: The Buyer promises to provide a safe environment for the Puppy both physically and emotionally.

ROAMING: The Buyer promises to never allow the Puppy to roam freely without proper fencing or supervision.

TIE-OUTS/CHAINS: The Buyer agree to not leave the Puppy outside on a tie-out and/or chained to any object.

UNATTENDED OUTSIDE: The Buyer agree to not leave the Puppy outside of the house unattended for extended periods of time including overnight.

SLEEPING: The Buyer agree to keep the Puppy inside the home for sleeping overnight.

SUPERVISION WITH ANIMAL INTERACTIONS: The Buyer agrees to properly supervise any interaction the Puppy has with another animal. The Buyer agrees to not allow the Puppy to be in any altercation with another animal, including purposeful or accidental fighting.

ABUSE: The Buyer promises to never be cruel to the Puppy. The Buyer promises to never physically or emotionally abuse the Puppy under any circumstance.

NEGLECT: The Buyer promises to never neglect the needs of the Puppy including a clean, safe, and human-grade living environment; proper food and water; proper socialization and human interaction; proper grooming; and proper medical care.

VETERINARY CARE: The Buyer promises to have the Puppy seen at least annually by a licensed veterinarian of their choosing for an annual examination.

HEARTWORM TESTING AND PREVENTION: The Buyer agree to have the Puppy appropriately tested for Heartworms by their veterinarian annually. The Buyer agrees to keep the Puppy on a veterinarian recommended and approved Heartworm Prevention all year round.

FLEA AND TICK PREVENTION/CONTROL: The Buyer agrees to keep the Puppy free from fleas and ticks as recommended by their veterinarian.

ILLNESS OR INJURY: The Buyer agrees to seek immediate medical attention from a licensed Veterinarian if illness or injury occurs to the Puppy.

VETERINARY RECORDS: The Buyer grants the Breeder permission to request records from veterinary clinics and/or hospitals for the Puppy at any time. If the Breeder requests records, the Buyer agrees this signed agreement can be sent to a clinic or hospital as permission to grant the record request.

Primary Buyer Initials____

Breeder Initials____

BUYER'S VETERINARIAN SELECTION: At this time, the Buyer has selected the following veterinary office for their puppy to be seen. The Buyer may change their selection at any time.

NAME OF VETERINARY OFFICE: _____

NAME OF VETERINARIAN IF SELECTED: _____

ADDRESS OF OFFICE: _____

PHONE NUMBER OF OFFICE: _____

DATE OF FIRST APPOINTMENT: _____

Please note, the Breeder recommends the second opinion appointment (schedule for the following date range: _____) and/or an initial appointment to establish care and receive booster vaccinations (schedule for the following date range: _____).

MEDICAL DISCLOSURE: The Buyer agrees to inform the Breeder of any health issues arising during the lifetime of the Puppy to help assist the Breeder in making responsible, informed decisions when planning future litters with parents, littermates, or other relatives of the Puppy. Costs of treating medical conditions is the responsibility of the Buyer.

HEALTH & TEMPERAMENT: The Breeder guarantees the Puppy to be sound of health and temperament to the best of their ability at this time of sale (the Breeder does not claim to be a licensed veterinarian or professional trainer). The Buyer agrees they have seen the Puppy and agrees the Puppy is sound of health and temperament at this time of sale.

HEALTH RECORD: A *Health Record* of all vaccinations and/or deworming has been provided to the Buyer by the Breeder. The Buyer acknowledges they have received the Health Record of the Puppy.

LETTER OF GOOD HEALTH: The Breeder had the Puppy examined by a licensed veterinarian from Westside Village Animal Hospital (located at 2250 Marietta Blvd NW, Suite 304, Atlanta, Georgia 30318 with telephone number of 770.738.7826) on the _____ day of _____, 2024 at their own cost - a *Letter of Good Health* from this veterinary visit has been provided to the Buyer from the Breeder. The Buyer acknowledges they have received the Letter of Good Health from the listed veterinary examination.

CARING COSTS & FEES: The Breeder assumes absolutely no responsibility for fees associated with caring for the puppy after the Puppy has been transferred on the _____ day of _____, 2024.

EXERCISE: The Buyer agrees to give the Puppy light to moderate exercise as recommended by a veterinarian selected by the Buyer to ensure proper physical development of the Puppy. The Buyer agrees to not heavily exercise the Puppy before the age of twenty-four months to ensure proper bone and joint development. Heavy exercise includes, but is not limited to: long-distance

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Breeder Initials_____

walking, jogging, or running. Long-distance refers to any distance after the Puppy has stopped for rest.

SOCIALIZATION & TRAINING: The Buyer understands the Puppy needs continuous socialization and training to continue to be of sound temperament. The Buyer agrees to socialize the Puppy and to obedience train the Puppy to ensure proper temperament development. The Buyer agrees to seek professional training as needed throughout the Puppy’s lifetime.

TRAINING BOOKS: The Breeder has emailed the Buyer the following two books in PDF format: “*Before You Get Your Puppy*” and “*After You Get Your Puppy*” by Ian Dunbar. The Breeder cannot guarantee the success of training, however, the methods contained in Dunbar’s books have worked well with the Breeder’s puppies in the past. The Buyer agreed to read these books prior to Puppy transfer. The Buyer at this time acknowledges the books have been read and the training techniques will be followed with the Puppy. If further assistance is needed in training the Puppy, the Buyer agrees to reach out to the Breeder and to consult a professional dog trainer.

GUARANTEES: The Buyer understands the Breeder cannot guarantee either or both testicles to descend in male puppies. The Buyer understands the Breeder cannot guarantee fertility in male puppies including sperm count, quality, and quantity. The Buyer understands the Breeder cannot guarantee fertility in female puppies including their ability to conceive. The Buyer understands the Breeder cannot guarantee the Puppy’s size, including height or weight, at maturity. The Buyer understands the Breeder cannot guarantee temperament at maturity or success of training. The Buyer understands the Breeder cannot guarantee success in conformation events.

VETERINARY EXAMINATION: The Buyer acknowledges the Puppy was seen by a licensed veterinarian at Westside Village Animal Hospital prior to the Puppy Transfer Date.

SECOND OPINION: If the Buyer wishes to have a second opinion on the health of the Puppy, the Buyer agrees to have the Puppy examined by a licensed veterinarian (Doctor of Veterinary Medicine, DVM) of their choice within three days of *Puppy Transfer* (the ____ day of _____, 2024). If the Buyer has not seen a licensed veterinarian by the above date, then the Buyer forfeits their right to a second opinion. If no second opinion is obtained prior to the above date, then the opinion contained in the Letter of Good Health from a licensed veterinarian from Westside Village Animal Hospital contains the sole veterinary opinion pertaining to the health of the Puppy at the time the Puppy’s ownership was transferred from the Breeder to the Buyer.

REFUND FOR HEALTH: If within three days of Puppy Transfer (the ____ day of _____, 2024) a licensed veterinarian selected by the Buyer with proper documentation, finds any reason the Puppy is ill because of breeding, the Breeder will provide the Buyer with a refund of the Total Purchase Price upon immediate return of the Puppy with a signed letter from the veterinarian as evidence of the Puppy’s illness including any and all test results.

BUYER RESPONSIBILITIES FOR PUPPY HEALTH: The Buyer is responsible for the treatment of hypoglycemia (low blood sugar/glucose), bloat, kennel cough, canine influenza (such as, but not limited to: H3N8 or H3N2), hernias, parvovirus, ear infections or mites, external and intestinal parasites (including all varieties of worms, fleas, and ticks), coccidia, and giardia as the Breeder

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Breeder Initials_____

has appropriately taken the preventative measures prior to the sale of the Puppy. The Puppy was examined and tested for congenital and environmental health conditions, contagious disease and illness, and parasites in order to obtain the Letter of Good Health from Westside Village Animal Hospital prior to Puppy Transfer. Therefore, it is the responsibility of the Buyer to prevent the Puppy's exposure to the conditions listed above. Additionally, the Buyer is responsible for the treatment of any injury of the Puppy.

MICROCHIP: The Puppy has had a microchip implanted under the skin in the approximate location of between the two shoulder blades. The Breeder will submit for microchip registration through AKC Reunite within fourteen days of completion of this Agreement. The Buyer listed on this Agreement will be listed as the Primary Contact on the microchip registration. VHDobermans LLC will be listed as an Alternate Contact. The Buyer may create an account with AKC Reunite after the Breeder has registered the microchip. The Breeder encourages the Buyer to regularly update the contact information of the Buyer (such as: mailing address, email address, and phone numbers) with AKC Reunite to ensure the most accurate information is kept on file with AKC Reunite (if no contact information changes, no update is needed as the microchip has lifetime registration). The Buyer agrees for VHDobermans LLC to remain listed as the Alternate Contact (which does not reflect ownership of the Puppy).

EMERGENCY CONTACT: If elected, the Buyer has provided the Breeder the following *Emergency Contact* if the Buyer cannot be reached by the Breeder. The Buyer gives the Breeder permission to contact this Emergency Contact in regards to the Puppy. Information including name and phone number of the Emergency Contact is _____.

REGISTRATION: The Breeder and the Buyer agree to register the Puppy with the American Kennel Club (hereafter, referred to as "AKC") under _____ type of registration. The Puppy will be registered as a _____ (sex) with _____ and rust coloring.

REGISTERED NAME: Both the Breeder and the Buyer have agreed on the following registered name for the Puppy: _____ Von Hohenhalla. The Buyer agrees to not change the registered name of the Puppy with AKC nor to ask the Breeder to change the registered name.

SUBMISSION: The Breeder agrees to submit all AKC paperwork within fourteen days of completion of this Agreement.

PROCESSING: The Buyer acknowledges once received by the AKC, the AKC may take six to eight weeks to process and mail the *AKC Registration Certificate* to the Buyer at the above mailing address. A *Temporary AKC Registration Certificate* may be emailed to the Buyer before the mailed copy is received. The Buyer understands and agrees the Breeder cannot control the timeline of registration approval and disbursement of the certificates with AKC.

RE-ISSUE OF CERTIFICATE: If the AKC Registration Certificate has not been received by the Buyer by the _____ day of _____, 2024, the Buyer agrees to notify the Breeder and the Breeder will contact AKC to reissue the AKC Registration Certificate to the Buyer.

REGISTRATION FEES: The Breeder agrees to pay the registration fee to AKC for the registration of the Puppy.

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OTHER AKC SERVICES & PRODUCTS: Any additional services, including, but not limited to: certified pedigrees, duplicate or replacement registration certificates, AKC Pet Insurance, and Good Dog Helpline are not included. If any of these services or products wish to be ordered by the Buyer, the Buyer is responsible for ordering and payment directly to AKC.

CO-OWNERSHIP: The Buyer agrees to be the only owner(s) of the Puppy on record with AKC. The Breeder agrees to not seek co-ownership of the Puppy.

ADDITIONAL REGISTRATION: The Buyer has the right to additionally register the Puppy under other registries under their own costs.

TITLES & AWARDS: The Buyer agrees to inform the Breeder of any successes of the Puppy including Conformation awards and/or titles, Performance awards and/or titles, and/or Obedience awards and/or titles. The Buyer agrees to send copies of all titles and awards to the Breeder for publication on the website of VHDobermans LLC and related social media accounts (including, but not limited to: Facebook and Instagram).

BREEDING: It is agreed by both the Breeder and Buyer the Puppy should not be bred unless the Puppy meets the following criteria:

- (1) is over twenty-four months of age,
- (2) has a sound temperament,
- (3) is a good specimen of the breed, and
- (4) has been cleared of all potential health problems.

Nor shall the Puppy be bred to a bitch or stud who does not meet these same criteria.

SELLING OF OFFSPRING: It is agreed in no time will the Buyer sell or give any of the offspring of the Puppy to a pet store, a puppy mill operation, a dog pound, a dog broker or any similar enterprise, or sell at auction.

IMPROPER BREEDING: The Buyer acknowledges improper breeding of the Puppy could cause irreparable injury to the reputation of VHDobermans LLC and could endanger the Doberman breed.

LIQUIDATED DAMAGES: If the Puppy is bred (natural, artificial, intentional, planned, or accidental) without meeting the above criteria, or to a bitch or stud not meeting the above criteria, or produced puppies are improperly sold according to the above criteria, the Buyer will be liable to VHDobermans LLC for liquidated damages in the amount of \$2,000.00 per puppy produced without reduction or setoff in any amount whatsoever. The Buyer agrees to pay liquidated damages to VHDobermans LLC in the amount of \$2,000.00 per puppy if puppies are produced not accordingly to the terms herein this Puppy Agreement.

RETURNING THE PUPPY: If at any time the Buyer can no longer retain or wish to retain for any reason possession of the Puppy and provide a lifetime commitment, the Breeder is to be notified and given first option of resuming full ownership of the Puppy or allowed to locate the Puppy a new home of Breeder's choosing.

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PENALTY: If the Puppy is re-homed without the Breeder receiving the first option of resuming full ownership of the Puppy or for the Breeder to locate the Puppy a new home, a penalty of the amount of \$10,000.00 will be paid by the Buyer to the Breeder within ten days of the Breeder being made aware of the unauthorized rehoming.

REFUND FOR RETURN: Refunds, if any, will be at the discretion of the Breeder.

RETURN WITH DOCUMENTS: The Puppy will be returned to the Breeder by the Buyer with AKC Registration Certificate and medical records.

FEES & TRAVEL COSTS FOR RETURN: The Buyer will be responsible for all fees pertaining to the transfer of ownership and any travel/shipping expenses for the Puppy to be returned to the Breeder.

CONTENT WAIVER: The Buyer agrees to permit the Breeder to post photos, information, awards and titles, and any health testing results regarding the Puppy on their website and social media accounts (including, but not limited to Facebook and Instagram).

BREACH OF AGREEMENT: The Buyer acknowledges the Puppy carries the name "Von Hohenhalla" of VHDobermans LLC in its registered name and/or within its registration or pedigree, and improper care, breeding, or handling of the Puppy could cause irreparable injury to the reputation of VHDobermans LLC. The Buyer agrees to uphold the reputation of VHDobermans LLC by following all terms and conditions set forth in this Agreement. If any term, provision, condition, or covenant of this Agreement, for any reason, were held illegal, invalid, void, or unenforceable, the remainder of this Puppy Agreement will be in full force and effect.

FAILURE TO COMPLY: It is stipulated in the event the Buyer fails to comply with any of the terms or conditioned outlined in this Puppy Agreement, the Breeder shall have the absolute right to demand the return of the Puppy and the Puppy shall be returned to the Breeder.

MANDATORY RETURN: In the event the Puppy is permanently returned to the Breeder due to the Buyer's lack of compliance with any of the terms and conditions of this Puppy Agreement, the Buyer shall forfeit all monies paid to the Breeder and shall immediately sign over all registration papers to the Breeder.

SEMEN: If the Puppy is a male, title to and control over any and all semen collected from the Puppy shall be immediately transferred to the Breeder. Subsequent breedings utilizing such semen is expressly prohibited by anyone other than the Breeder without regard to the identity of the registered owner at the time semen was collected, catalogued, or stored. If said semen is used without the approval of the Breeder, the Buyer will be liable to pay VHDobermans LLC \$2,000.00 per puppy produced.

LEGAL FEES: It is agreed should any legal action result from breach of this Agreement, the party so breaking the agreement shall bear all legal costs, attorney's fees, and expert's fees incurred by the prevailing party.

INJUNCTION: Regarding any breach or anticipated breach of this Puppy Agreement, the Breeder shall, in addition to any other rights granted hereunder, have the right to seek an injunction from

Primary Buyer Initials____

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the court of competent jurisdiction to enforce the provisions as result of any breeding conducted in violation of this Puppy Agreement, whether such breeding is described as planned, intentional, or accidental, conducted by natural or artificial means, shall not be registered by the American Kennel Club (AKC) or any other dog or animal registry.

HOLD HARMLESS AGREEMENT: The Buyer agrees to release and hold harmless the Breeder, VHDobermans LLC, for any and all liability, damages, or injuries, caused either directly or indirectly by the Puppy to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, the Buyer assumes full liability for any damages or injuries, whether physical, mental, emotional, or economic, caused by the Puppy to any person, whether actual or legal, or to any property, whether real or personal, after receiving and acknowledging delivery and possession of the Puppy. The Buyer further agrees to indemnify or reimburse the Breeder as a result of any costs or expensed incurred by the Breeder, VHDobermans LLC, as a result of any act of the Buyer causing liability, damages, or injuries as set forth herein.

NON-DISCLOSURE/NON-DISPARAGEMENT CLAUSE: The Buyer agrees to the following terms regarding the disclosure of information:

ONLINE NON-DISCLOSURE: The Buyer agrees to never share, publish, or post online including on any social media or review platform conversations with the Breeder, whether in text via email and/or text message or any recording of verbal conversations both in person or on the phone;

REVIEWS: The Buyer agrees to never post a negative review or experience on any platform of Logan and Nichole Jacobs or VHDobermans LLC (including, but not limited to: the Better Business Bureau (BBB), Google, Yahoo, Facebook, Yelp, Yellow Pages, Angie's List, Foursquare, etc.). The Buyer also agrees to not post negative or disparaging information regarding the Breeder or puppy on any community board forum (including, but not limited to: Reddit, Doberman Talk, etc.).

BREACH OF AGREEMENT: The Buyer agrees if this Non-Disclosure and Non-Disparagement Clause is broken, the Buyer will pay the Breeder \$50,000.00, all costs of legal fees for the Breeder, and the costs of any and all damages.

SIGNATURE BELOW: By signing this Puppy Agreement, the Buyer is also agreeing to follow this Non-Disclosure Clause completely and fully.

(3) Health Guarantee

The following terms and conditions agreed upon by both parties are in reference to the guarantee of health for the Puppy listed on page 1.

EXPIRATION: The guarantee of health is for the first twenty-four months of the life of the Puppy. Therefore, the Health Guarantee expires on the Puppy's second birthday on the _____ day of _____, 2026 or at a time when the Breeder decides to no longer breed Doberman Pinschers, whichever date comes first. The expiration date of the Health Guarantee is acknowledged by both the Buyer and Breeder.

CONTINUED HEALTH DISCLOSURE OF PUPPY: The Buyer agrees to notify and disclose any health concerns or diagnoses of the Puppy throughout the lifetime of the Puppy whether the Health Guarantee is

Primary Buyer Initials____
Breeder Initials____

in effect or not to the Breeder. The Buyer understands disclosing health concerns or diagnoses of the Puppy to the Breeder helps the Breeder make sound breeding decisions.

BREED DISCLOSURE: The Buyer understands Doberman Pinschers are a high-risk breed in regards to potential health issues. The Buyer understands the health testing and pedigree evaluation practices utilized by VHDobermans LLC give the best possible chance of producing healthy, disease-free puppies, but nothing in life is ever guaranteed. The Buyer understands genetics play a role in disease, but so does lifestyle including exercise, diet, and environmental influences. The Buyer understands health testing and good family histories minimize the risks of disease, but do not guarantee disease will never exist. The Buyer understands the average lifespan of a Doberman is much lower than of other breeds. The Buyer understands the Breeder cannot guarantee the lifespan of the Puppy or for the Puppy to live a life completely void of illness, disease, or medical conditions.

SPECIFIC GUARANTEES: The Breeder offers the Buyer a twenty-four month guarantee for the following conditions under certain living conditions (listed below) for the Puppy:

- (1) Von Willebrand's Disease (vWD)
- (2) Wobbler's Disease
- (3) hip dysplasia
- (4) organ failure
- (5) Dilated Cardiomyopathy (DCM)
- (6) Congestive Heart Failure (CGF)

No other conditions or diseases, whether implied or written, are included in the Health Guarantee. If the Puppy develops hip dysplasia, vWD, Wobbler's Disease, DCM, organ failure, or CHF within the first twenty-four months of life, the Breeder will provide the Buyer with a replacement puppy if living conditions are met and proper documentation is received by the Breeder from the Buyer (see below). The Buyer acknowledges no monetary refunds will be provided by the Breeder.

REPLACEMENT PUPPY: The replacement puppy will be the next available puppy produced by the Breeder and will be of equal or greater value of the Puppy as well as the same sex and color as the Puppy being replaced at the judgement of the Breeder. The Buyer understands a replacement puppy may not be immediately available.

REPLACEMENT NOT WANTED: If the Buyer does not want a replacement puppy, the Health Guarantee will be null and void.

COSTS ASSOCIATED WITH THE REPLACEMENT: It is the responsibility of the Breeder to pay any transfer, travel, or shipping expenses for the delivery and transfer of the replacement puppy.

REPLACEMENT PUPPY AGREEMENT: The Buyer agrees the replacement puppy will come with a Replacement Puppy Agreement similar to the Puppy Agreement. A Replacement Puppy Agreement will be signed by both parties at the time of replacement puppy transfer.

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NO LONGER BREEDING: This Health Guarantee is only valid before the expiration date and while the Breeder remains active with breeding Doberman Pinschers. If the Breeder is no longer breeding, a replacement puppy will not be available to the Buyer. Additionally, no refunds will be distributed if the Breeder is no longer breeding. The Buyer understands and agrees to these terms if the Breeder decides to quit breeding at any time.

RETURNING THE PUPPY: The Breeder will take back the Puppy under any circumstance. The purchased Puppy will not be required to be returned to the Breeder in order for the Buyer to obtain a replacement puppy.

LIVING CONDITIONS: The Health Guarantee is only valid if the following living conditions are met. The Breeder requires and the Buyer agrees to the following living conditions:

- (1) **FEEDING:** The Puppy is to be fed a high quality diet pre-approved by the Breeder.
- (2) **EXERCISE:** The Puppy is to be exercised and engaged daily at a light to moderate level. The Puppy is to not be exercised heavily until the age of twenty-four months. Heavy exercise includes but is not limited to: long distance walks, jogs, and/or runs. The Breeder requires and the Buyer agrees to lightly exercise and engage the Puppy daily and to not allow the Puppy to participate in heavy exercise such as long distance runs, walks, or jogs until over the age of twenty-four months.
- (3) **HOUSING:** The Puppy is to live inside the Buyer’s house where temperature and climate are controlled. The Puppy is to not live outside tied up, loose, yard, or in an outdoor kennel, barn, or other outdoor building.
- (4) **PREVENTATIVE MEDICATIONS:** The Puppy is to be on prescription preventative medications for heartworms, fleas, ticks, and intestinal parasites as approved by a veterinarian of the Buyer’s choice. Additionally, the Puppy must be tested for Heartworms annually by a licensed veterinarian.
- (5) **VACCINATIONS:** The Puppy is to be vaccinated and/or titer tested as required by a veterinarian of the Buyer’s choice for Distemper, Hepatitis, Parainfluenza, Parvovirus, Bordetella, and Rabies.
- (6) **REMAIN INTACT:** The Puppy is to remain intact (not spayed or neutered) until the age of twenty-four months.
- (7) **ANNUAL PHYSICAL EXAMINATIONS:** The Puppy is to obtain annual physical exams and health screenings as recommended by a veterinarian of the Buyer’s choice.
- (8) **EXPOSURE:** The Puppy is to not be exposed to harsh chemicals including cleaners or toxic environments. The Puppy is not to be exposed to abuse, neglect, and/or intentional injury.

REPLACEMENT PUPPY APPROVAL: In order for the Buyer to be approved by the Breeder for another puppy, the Buyer must supply the Breeder with lifestyle documentation including all of the following:

- (1) **CERTIFIED LETTER:** A certified letter from a licensed veterinarian (DVM) stating:
 - (A) the Puppy has been properly cared for in regards to lifestyle including environment (kept inside) and nutrition (fed and hydrated properly);
 - (B) the Buyer has not neglected the puppy in any way

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(C) the disease is congenital and could not be prevented by the Buyer;

(D) details regarding the exercise program of the puppy including any reports of heavy exercise;

(E) a history of the puppy’s visits with the veterinarian to establish lifetime veterinary care of the puppy; and

(F) the dog is intact and has not been spayed or neutered.

(2) **VETERINARY RECORDS:** Veterinary records of the disease/condition including applicable test results as proof of the disease/condition as well as proof of the genetic component of the disease/condition.

(3) **VACCINATION RECORDS:** Vaccination Records showing dog was vaccinated against Distemper, Hepatitis, Parainfluenza, Parvovirus, Bordetella, and Rabies without lapsing in coverage from the purchase date to the current date.

(4) **RECEIPTS:** Receipts of Prescription Preventative Medications for heartworms, fleas, ticks, and intestinal parasites from purchase date of puppy to current date and receipts of pre-approved high-quality dog food from purchase date of the Puppy to current date.

If any of the above documentation is missing, the Buyer forfeits their right to a replacement puppy and the Health Guarantee becomes null and void. The Buyer is aware of the documentation needed and agrees to maintain documentation and submit all pieces in order to obtain a replacement puppy.

NON-DISCLOSURE AGREEMENT FOR PUPPY HEALTH: The Buyer agrees should the Puppy develop Von Willebrand’s Disease (vWD), Wobbler’s Disease, hip dysplasia, organ failure, Dilated Cardiomyopathy (DCM), or Congestive Heart Failure (CGF), to not disclose or publish any of the following information whether online, written, or verbal: the Puppy’s connection to VHDobermans LLC, any communication between the Buyer and Breeder whether verbal or written, signed agreements between the Buyer and Breeder, or any information regarding the pedigree, heritage (including genetic lines), and registration including registered name and number of the Puppy. If the Buyer breaches this Non-Disclosure Agreement, the Buyer will be liable to pay the Breeder \$25,000.00 for liquidated damages including those pertaining to the reputation of the Breeder and Von Hohenhalla Dobermans. If any breach of this Agreement occurs, the Buyer will be responsible for all legal fees including of the Breeder.

(4) Ear Crop

The following terms and conditions are optional/elective and in reference to the Puppy’s ear status at the time of sale (either natural or cropped). If cropped, the Buyer agrees to the following terms and conditions contained herein this fourth section of this agreement. If the Buyer has elected for the Puppy to be sold with natural ears, the following terms and conditions do not apply and are to be excluded from this agreement.

The Buyer has elected for the Puppy to be sold with _____ (cropped or natural) ears.

FULFILLMENT OF EAR CROP REQUEST: The Breeder facilitated the Puppy’s ears to be cropped by Dr. Ana Adams, DVM of Westside Village Animal Hospital at the request of the Buyer prior to this time of sale.

EAR CROP PROCEDURE: The Puppy had his/her ears cropped by Dr. Ana Adams, DVM of Westside Village Animal Hospital on the _____ day of _____, 2024.

Primary Buyer Initials____

Breeder Initials____

POSSIBLE COMPLICATIONS: The Buyer understands the inherit health risks associated post procedure which include, but are not limited to: nasal discharge, cough, pneumonia, bronchitis, infection of the surgical site, missed suture removal, ear infection, and/or improper healing including creases and asymmetry. The Buyer assumes full responsibility should there be a post procedure complication after taking ownership of the Puppy at pickup.

CONTINUED HEALING AND CARE: The Buyer has picked up the Puppy _____ (before or after) the sutures have been removed from the surgical site. If the sutures remain and were not removed prior to pick up, the Breeder has provided the following date as an estimated date to remove the sutures (per Dr. Adams' recommendation): _____. If the sutures were removed, there may be scabbing requiring additional healing time before the posting process can begin. The Buyer understands the ears may need additional healing time. Additional care recommendations include: _____.

POSTING: The Buyer agrees to take full responsibility for the posting of the cropped ears at this time of sale. The Buyer understands without proper care and posting of the ears, cropped ears may fail to stand.

OPTIONS: The Buyer promises to have the Puppy's ears posted. Available options include, but are not limited to: (1) the Buyer posting the ears him/herself, (2) taking the Puppy to a licensed veterinarian of their choice for the posting of ears as frequently as the veterinarian determines is necessary, or (3) taking the Puppy back to the Breeder for proper posting as recommended by the Breeder. Both parties agree the posting of ears is not deemed practicing veterinary medicine.

POSTING COSTS: All posting costs including travel are the responsibility of the Buyer. The Breeder has no responsibility in the posting of ears and is not responsible for any veterinary fees obtained in the posting process. The Buyer acknowledges the Breeder is not responsible for fees obtained in the posting process.

SUCCESS OF CROP: The Buyer acknowledges the Breeder is not responsible for the success or failure of the ears to heal, stand correctly, or be aesthetically pleasing to the Buyer. The Buyer also acknowledges the Breeder cannot determine or properly predict the amount of time posting will take until the ears are able to stand. In general, the Buyer can prepare him/herself for 6-12 months of posting before the ears would. Be considered finished. The Buyer acknowledge if a problem arises with the ears, to seek professional veterinary help or to contact Westside Village Animal Hospital directly.

POSTING RISKS: The Buyer understands improper posting of the ears may result in failure of the ears to stand. The Buyer has been made aware of the main risks associated with posting ears, which include, but are not limited to: ear circulation being reduced and ear damage and tissue death resulting and infection of the ear and surrounding tissue.

GOVERNING LAW: This Puppy Agreement is entered into in the State of Georgia and will be interpreted and enforced under the laws of the State of Georgia. Any lawsuits will take place in the State of Georgia. The Buyer expressly waive any and all objections to jurisdiction and venue. This Puppy Agreement consists of fourteen total pages. No other agreements or promises, verbal or implied are included unless specifically stated herein. When the Breeder and the Buyer execute this Puppy Agreement, it will be binding upon both parties, subject and pursuant to the terms and conditions herein.

Primary Buyer Initials____
Breeder Initials____

IN WITNESS WHEREOF, the Breeder has executed and delivered this Puppy Agreement this _____ day of _____, 2024. The Buyer hereby acknowledges they have received a copy of this document.

Date	Printed Name of Buyer	Signature of Buyer
Date	<u>VHDobermans LLC - Logan Jacobs</u>	Signature of Buyer
Date	Printed Name of Breeder	Signature of Breeder

REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK.



Primary Buyer Initials____
Breeder Initials____