

*The undersigned parties agree to certain terms & conditions of ownership as to purchase/sale of Doberman described as follows.*

*Buyers Preference: 1st Choice Sex/Color\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2nd Choice Sex/Color\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 **Puppy Information:**Name AKC Reg# Gender DOB
Microchip #
Sire
Dam

**Purchase Price of Puppy $3000.00**

A **$500 NONREFUNDABLE** deposit is due to hold puppy once there is a puppy available to you of the above preference, then $500 is due at 6 weeks of age. The remainder of the purchase price plus is due on or before the puppy is picked up. If in the event Melrae does not produce the puppy of the buyer’s preference, the deposit will be applied to a puppy from the next litter due. If a litter is not planned by breeder then the deposit will be returned if the above choice is not available in litter. If puppy is shipped the full purchase price is due before shipping along with price of crate, dishes, health certificate for travel and shipping expenses.

***Seller reserves the right to cancel the sale of this Puppy for any reason, at any time. Should the Seller decide to cancel the sale, any monies received towards the purchase of the Puppy will be refunded to the Buyer in full. In the event of a cancelled sale, Seller shall be free to sell the Puppy to another party. Any moneys received by the Seller from the Buyer towards the purchase of the Puppy will be refunded within 30 days of the cancelled sale.***

**Buyer’s Agreement**

The “Breeder” and the “Buyer”, as indicated below, have entered into an agreement to transfer the ownership of the Doberman Pinscher puppy/adult, hereafter referred to as the “Doberman” or “puppy”, and agree to the following conditions set down for the betterment of the breed, the protection of the Doberman, and the reputation of the Breeder's kennel.

1) This Doberman will reside inside in owner’s home. It will not be a kennel dog nor reside in a kennel, a garage, a barn, a confined structure, nor pen on a permanent nor semi-permanent basis. Nor will this Doberman be routinely chained or tied but shall be able to freely move about and exercise in ample space.

2) Buyer(s) further agree that appropriate veterinary care with regular shots/titers and worming will be provided regularly. Nail care & ear posting care as well, buyer agrees to post puppies ears until they stand.

3) Buyer(s) agree to provide this Doberman with quality food, ample fresh water, and considerate companionship on a daily basis as a family member. \*Breeder highly recommends feeding Life’s Abundance dog food and LA products purchased through this link [www.lifesabundance.com/melrae](http://www.lifesabundance.com/melrae) OR Muenster Millings foods through this link <https://muenstermilling.com/?aff=47>. Health guarantees will be voided without using one of the above recommended foods, since there is no way to guarantee that the dog is eating a proper nutritional diet.

4) Buyer(s) have been instructed by the Breeder that socialization is extremely important in the proper rearing of a Doberman to become a temperamentally stable adult.  The Buyer(s), by the signing of this contract, do hereby make absolute promise that this Doberman shall receive socialization with people and other dogs on a regular basis. Breeder highly recommends for this puppy to attend puppy socialization classes. (Breeder recommends for this puppy not to attend puppy socialization classes until all their puppy vaccinations are received. Overexposing the puppy until fully vaccinated could pose a risk for Parvo virus, canine influenza, and other communicable diseases.) The Buyer assumes responsibility for appropriately training the Puppy to fit into their household. No warranty is made regarding behavior of the Puppy or of house training, command response or nuisance barking. These are all aspects of Puppy ownership and fall entirely under the responsibility of appropriate training being done by the Buyer.
5) Should, at any time, this Doberman be mistreated, abused, or neglected by the Buyer(s), as determined by the Breeder, the Breeder reserves the right to take immediate possession of the Doberman without reimbursement to the Buyer(s). Buyer(s) agree to cooperate in providing Breeder possession of the Doberman. Should this clause need to be enforced, the owner shall forfeit the Doberman's AKC registration papers to the Breeder within 7 days of the Breeder taking possession of the Doberman. The Buyer(s) will also sign the AKC papers when returned or give permission by signing this contract below for the Breeder to sign off Buyer(s)’s name on AKC papers of returned Doberman.

6) Breeder retains the right to visit, or have someone visit, the Doberman periodically to determine the welfare of the Doberman and any of its offspring. Buyer(s) agrees to cooperate with this provision.

7) The Buyer(s) agree to notify the Breeder, and the Breeder agrees to notify the Buyer(s) of any change in address or telephone number.  Buyer(s) also agrees to send minimal yearly communications/photos to the Breeder.

8) Buyer agrees to notify Seller(s) of any issue, be it temperament, health, injury or cosmetic within 48 hours. Failure of the buyer to notify the seller of any and all temperament, health, injury or cosmetic concerns, during the life of the Puppy, within 48 hours of realizing there is an issue, will result in forfeiture of all rights and void the Health Warranty.
9) The Buyer agrees to provide the Seller with copies of all annual health testing (chem panel, thyroid panel, CBC, Troponin, NT-ProBNP) failure to do so will void the health guarantee. Buyer will inform breeder of any health issue that may occur throughout the life of the Doberman, via Email or “snail” mail.

**Buyer’s Initials certifying that they have read and understand everything in Buyer’s Agreement Section: \_\_\_\_\_\_\_**

**Return Policy**

**If for any reason the Buyer(s) cannot or does not wish to maintain custody of this Doberman at any time during its lifetime for any reason, the Buyer(s) agree to notify the Breeder and return dog to breeder along with signed transfer of AKC registration papers. IF AKC registration papers are not returned they buyer by signing this contract below buyer acknowledges permission for the breeder to sign off their name on AKC papers of returned Doberman.**

Breeder has the first right of refusal. Should this Doberman be returned to the breeder for any reason, then this will be done **at no expense or cost** to the Breeder.  Buyer(s) will pay any and all actual expenses for the return of this puppy/adult to the Breeder's residence. All monies received for placing this puppy/adult in another household will be kept by the Breeder. Said Doberman will not be placed, given, temporarily homed, fostered and/or sold to an outside party without Breeder's written consent. If Doberman goes to an outside party without Breeder's written consent Breeder, Buyer(s) agree to pay all legal fees incurred by Buyer(s) and Breeder. Buyer(s) further agree to payment to Breeder of liquidated damages in the amount of Ten Thousand dollars ($10,000.00).

 If there should be a tragedy of the Buyer(s) such as a death or physical inability to care for this Doberman, Buyer(s) agrees to return, at Buyer(s) cost, this Doberman to the Breeder, unless a family member or friend is willing to sign a new contract with breeder and care for the dog in lieu of the original buyer and abide by buyer’s original contract.

All disputes over the articles of this contract will be determined by the laws of the State of MICHIGAN, without regard to the conflict of laws principals.

**Buyer’s Initials certifying that they have read and understand everything in Return Policy Section: \_\_\_\_\_\_\_**

**Registration**

Call name of said puppy is Buyer's choice. Buyer will be able to choose the registration name with Melrae’s prefix upon breeder’s approval, as long as Breeder has already not decided on a registration name or litter theme. Breeder will register the puppy with the AKC within 30 days of purchase if a registered name has been chosen by BUYER.  No other kennel names will be included in said Doberman’s AKC registered name.  Under no circumstances will this Doberman’s registered name be changed, without written consent of Breeder. Buyer(s) may register this Doberman with UKC (United Kennel Club) or CKC (Canadian Kennel Club) for conformation/performance purposes only and will register this Doberman with the Melrae prefix and agreed upon registered name only.

**Buyer’s Initials certifying that they have read and understand everything in Registration Section: \_\_\_\_\_\_\_**

**Health Guarantee**

The Buyer(s) has the right to and is strongly advised to do so by the Breeder, to have this Doberman examined by a veterinarian of their choice, within 72 hours upon taking possession. This puppy is guaranteed to be in good health at time of pickup. Buyer must inform seller by phone or email the vet check results within 24 hours of the veterinary exam. If seller is contacted by phone a written statement is also requested from seller of the results and seller must receive written statement by mail/email within 2 days of phone call. Failure to do so in the time frame stated will result in cancellation of this agreement. If the Doberman is found to be in ill health because of breeding or early kennel care within the 72-hour period they may return the Doberman for a full refund of purchase price, or another puppy (upon availability). Buyer agrees to provide a signed statement from the examining vet detailing the health issue If buyer opts to keep the puppy breeder will not be responsible for the cost of any veterinary care in Dobermans lifetime and all health guarantees will be null and void

If the Buyer(s) chooses not to have this Doberman examined by a veterinarian within the 72 hours of possession Breeder shall not be liable for any illness found at later time, voiding any/all health guarantees.   After the 72-hour possession period has passed the Breeder has no financial obligation to this Doberman for any illness during its lifetime. The Breeder has no financial obligation to this Doberman for any accident or injury after the Buyer has taken possession of this Doberman for its lifetime.

Puppies are wormed on a regular basis prior to placement but may re-infest themselves.  Therefore, parasites such as hook worms, whip worms, round worms, coccidia, giardia, tape worm, puppy pyoderma, kennel cough, fungal or bacterial infection, demodectic mange (puppy mange), skin mites, etc. do not warrant the puppy as "ill".  It is common from Dobermans to experience bladder/UTI infections after ear cropping this also does not classify the puppy as “ill”. Puppy is warranted against parvovirus and distemper for 48 hours upon receiving puppy. Buyer must have an ELISA test performed within 48 hours claiming either of these viruses. **THIS CONTRACT IS VOID IF YOU TAKE ANY PUPPY PRIOR TO VETERINARIAN EXAMINATION TO ANY OF THE FOLLOWING: PET STORE, ROADSIDE STOP, DOG PARK ETC, ANYWHERE SOCIALIZATION WITH OTHER ANIMALS TAKES PLACE (IE FRIENDS OR FAMILY HOMES ETC).**
It is important to not take your puppy anywhere until the puppy vaccination series is complete. In the even your puppy acquires Parvo due premature socialization and prevention, the Breeder will not be responsible for replacement or costs incurred with the puppy.

The Buyer(s) is hereby granted a guarantee against Genetic Hip & Elbow Dysplasia until the dog reaches 24 months of age, at which time the dog can be officially tested for Hip/Elbow Dysplasia. Should the puppy develop this condition within that time frame, it will be replaced with another puppy, upon availability, with the return of the alleged dysplastic Doberman, x-rays, and a veterinarian statement, OFA statement of defect along with PennHip statement of defect.. The Buyer(s) shall absorb the cost for all tests thru OFA and PennHip. The Breeder reserves the right to have the alleged dysplastic Doberman examined by their kennel veterinarian, at the Breeder’s cost, for confirmation purposes. This guarantee shall be nil and void if the dog has been given calcium or vitamin supplementation of any kind in its lifetime that has not been first agreed upon, stated in writing, signed, and notarized by the Breeder. The Breeder warranties this Puppy to be free of hereditary defects which would adversely impact the health and well-being. This Doberman is warranted to be free of hereditary crippling, disabling or fatal defects through its first birthday. This does not apply to any disease not proven to be hereditary or any illness as a result of accident, injury, neglect or the normal aging process. This agreement also does not apply to any condition that can be corrected or comfortably managed with proper veterinary diagnosis and medical care, such as Hypothyroidism. Additionally, this warranty does not apply to DCM or Cancer in any form, as seller has no control over diet, vaccinations, chemical exposure, etc. once puppy leaves seller’s care. Nor does this warranty apply to Temperament, as Seller has no control over training, socialization and management after this Puppy has left her care. Should the puppy develop this condition within that time frame, it will be replaced with another puppy, upon availability. A determination of what constitutes a hereditary defect is to be by the unanimous agreement of two (2) veterinarians agreeable to both buyer and seller, these veterinarians must be from two unassociated veterinarian clinics, these reports must reach diagnosis and conclusion. One of these veterinarians must be board certified in the applicable specialty. Cost of the opinions is to be assumed by the buyer. Breeder must be notified of problem within two days of diagnosis. Buyer must obtain all vet records and get them to Breeder within five days of first diagnosis. Buyers must return puppy to Breeder within ten days of report of first diagnosis. Breeder will replace affected puppy of equal value within one year of the affected puppy's return as long as a litter is being produced in that year. If a litter is not produced within one year, a puppy replacement will be offered at first litter produced following the diagnosis. Affected puppy must be in good condition other than the specified problem. Buyer is responsible for ALL shipping cost, includes shipping affected puppy to Breeder as well as shipping replacement puppy back to buyer. No replacement will be given to buyer if affected puppy is euthanized without Breeder's permission. If puppy should die within the one year warranty, buyer is required to have an autopsy performed to determine cause of death. No replacement will be given if affected puppy dies and buyer does not perform an autopsy or autopsy does not show any congenital defect cause by genetics. If the report confirms it is congenitally genetic Breeder will replace the puppy within one year of the veterinary report, as long is a litter is being produced.  **NO** full or partial refunds will be given to buyer for affected puppy. Affected puppy is by **REPLACEMENT ONLY,**  **REPLACEMENT PUPPY** will be chosen by Breeder and may **NOT**be from the same parents as the original puppy and may not be the same color or sex as original puppy.

**Buyer’s Initials certifying that they have read and understand everything in Heath Guarantee Section: \_\_\_\_\_\_\_**

**Companion/Pet Puppy**

Said Doberman is being sold as a Companion/Pet Puppy on a **Limited** Registration.  Buyer(s) agrees to have said Doberman spayed/neutered after the Doberman's **second** birthday, unless written consent to keep intact by breeder.  If Doberman is surgically altered before 24 months of age that voids any health guarantee on said Doberman. If said Doberman is used for breeding without consent of the breeder then buyer will forfeit the Doberman along with AKC registration papers, any puppies produced to the breeder and buyer is subject to a fine. **\*LIMITED REGISTRATION MEANS THAT THE AMERCIAN KENNEL CLUB WILL NOT REGISTER ANY OFFSPRING OF THE SIRE/DAM WHOM IS ON LIMITED REGISTRATION.  ANY DOG ON LIMITED REGISTRATION MAY STILL COMPETE IN ALL PERFORMANCE EVENTS EXCEPT FOR CONFORMATION COMPETITION. \*\*\*\* DOGS DEEMED THAT OF “PET/COMPANION QUALITY” or “SOLD ON LIMITED REGISTRATION” WILL NOT BE BRED AND MUST BE SPAYED/NEUTERED AFTER SAID DOBERMANS SECOND BIRTHDAY** **Buyer(s) agree to pay to Breeder liquidated damages in the amount of Ten Thousand dollars ($10,000.00), in the event of any breach of the foregoing by Buyer(s).**

**Buyer’s Initials certifying that they have read and understand everything in Companion Puppy Agreement Section: \_\_\_\_\_\_\_**

**LEGAL DISCLAIMER**

The Buyer assumes full financial responsibility for the Puppy from the moment the Buyer takes possession. The Buyer holds harmless the Seller from any claims of liability of damages whether real or perceived which might be caused by the Puppy or the Buyer’s negligent keeping of the Puppy. The warranties this agreement provides only apply to the original Buyer and are not transferable. The Buyer certifies that they are purchasing this Puppy for themselves and not acting as an agent to purchase the Puppy for anyone else. Seller warrants that she is the lawful owner of the Puppy at the time of sale, that the Puppy is free from all encumbrances and that she has the right to sell the Puppy. Seller will defend the title to the Puppy from all lawful claims and demands. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect. Breach of any clauses under this Agreement or non-performance of any obligations by the Buyer, set forth in the Agreement shall be deemed breach of contract. In which case, Seller shall be entitled to monetary compensation from Buyer, in the form of a penalty of $10,000.00. The terms of this contract constitute the entire agreement between the Buyer and the Seller at the time of sale. This Agreement shall not be amended or modified except by both parties in writing and signed in the presence of and certified by a Notary. No other written or verbal statements expressed or implied shall alter this agreement.

ln the event of any litigation over the terms of this contract, the cost of all legal fees will be absorbed by the Buyer(s). Should the Buyer initiate litigation and that litigation is not upheld by the court of jurisdiction, additional consequential damages may be imposed by the Breeder on the Buyer(s) of an amount not to exceed ten thousand dollars ($10,000) for the defamation of the Breeder’s kennel and other damages.

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier; provided, that for the duration of such force majeure the party charged with such default must continue to use all reasonable efforts to overcome such force majeure.

**FAILURES TO COMPLY WITH ANY CLAUSE IN THIS CONTRACT WILL DEEM THE BUYER RESPONSIBLE FOR A $10,000.00 FINE.  ALL LITIGATION BECAUSE OF THIS FAILURE TO COMPLY WILL TAKE PLACE IN THE BREEDER’S CURRENT HOME STATE OF MICHIGAN.  BUYER WILL FURTHER BE RESPONSIBLE FOR ALL ATTORNEY FEES AND COURT COSTS RESULTING FROM SUCH LITIGATION.**

**Buyer’s Initials certifying that they have read and understand everything in Legal Disclaimer Section: \_\_\_\_\_\_\_**

The Breeders do sell this Doberman, believing in good faith that the Doberman is a healthy and respectable compliment to its breed. We hereby acknowledge this to be a true and binding contract. We agree, and make absolute promise, to fully abide by its terms and conditions. We further agree to offer guidance to Buyer(s) in the rearing and showing of this Doberman. Both parties certify that they are freely entering into this agreement without reservation and further agree to be bound by the conditions and warranties stated herein.

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

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Buyer(s) Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder's Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Melissa Conrad (Breeder)

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616-218-8454

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