

**Von Gonta Haus German Shepherds
For the protection of the Buyer,
For the protection of the Seller,
But especially for the protection of the Puppy.**

ADOPTION AGREEMENT – PUPPY

Location: Jersey City New Jersey. Applicable State Laws: State of New Jersey

Seller , Alexander Gonta, DBA as Von Gonta Haus German Shepherds, agrees to sell to _____ (Buyer), and Buyer agrees to purchase from Seller the following described puppy on the following terms and conditions. The dog is a German Shepherd Breed (Deutscher Schäferhund) and is guaranteed to be purebred.

1. DESCRIPTION:

Sire: Gonta's Jake, son of Bourne-vom-wolfsfriede x Berta V

Dam: Bika (Bailey) von Gonta Haus, daughter of Caro van Brandevoort x Bubbels van de Geldersepoort

*With the possibility of *

Sex: Male Female

Date of (Anticipated) Birth: - - July 25th-29th

2. DEPOSIT AND TERMS OF PAYMENT. The purchase price for the puppy is _____ dollars, or _____ Euro A non-refundable deposit of \$ 500.00 will reserve the puppy. Seller will be responsible for conversion of dollars to Euro. Money to be sent via Western Union if buyer is in Europe. Price doesn't include cost of shipping, which will be at buyer's expense.

The balance is due when the puppy is six weeks of age. If payment is *not made in full by the time the puppy is seven weeks of age* and no other arrangement has been agreed upon by the Seller, then the sale will be terminated without obligations from the seller. **Buyer's deposit is non-refundable.**

If no puppy is available from the intended litter, Seller will select a puppy of equal value from another breeding satisfactory to the Buyer, or refund buyers deposit. If not enough males or females are born in a particular litter and a buyer wanted one sex more than the other, the seller has no control of that, and will either give the buyer a puppy from the next available litter, or issue a full refund of buyer's deposit.

If the Seller decides for any reason not covered in this agreement to cancel this agreement, the money paid to the Seller in deposit shall be returned to the Buyer concluding all agreements.

3. DELIVERY OF PUPPY. Puppies are generally ready for delivery eight weeks after birth. Buyer is responsible for either picking up the puppy at Seller's kennel or for the costs of transporting the puppy to Buyer. Shipping cost to be notified to buyer, Shipping will include all veterinarian records necessary to clear U.S Custom's is shipping out of the United States. Seller will make arrangement to find out all custom's requirements required in Europe to ship puppy outside the U.S.A. The puppy is considered the property of the Buyer once it leaves Seller's possession.

4. LIMITED AKC REGISTRATION. Unless otherwise agreed upon, ALL Puppies come with limited A.K.C registration (*no breeding rights*) if this was agreed upon between buyer and seller. The buyer is encouraged, but not required, to spay or neuter after 12 to 18 months of age, or as advised by their

Buyer's Initials: _____ Date _____

veterinarian. The buyer agrees not to ever breed the dog. Puppy will come fully dewormed with all age appropriate vaccinations and deworming. Puppy will come with Microchip that has been registered with appropriate entity. Buyer will receive a copy of puppy's vaccination records and worming records will be provided to the buyer.

5. UNLIMITED AKC REGISTRATION. The buyer agrees to buy puppy at a full price, **and potentially wishes to breed at a later time, the seller and buyer must agree this.** Puppy will come with Microchip that has been registered with appropriate entity. Puppy will come fully dewormed with all age appropriate vaccinations and deworming. Buyer will receive a copy of puppy's vaccination records and worming records will be provided to the buyer. Please initial this line if this is your intention to potentially breed in the future: _____ . Please circle this option.

6. LIMITED WARRANTY. Seller warrants that the puppy will have the pedigree described above and will be a purebred German Shepherd Dog (Deutscher Schäferhund) and will arrive in general good health. Buyer may, at Buyer's expense, have the puppy examined by a licensed veterinarian within 48 hours of delivery. If the veterinarian determines in writing that the puppy has an illness that is not correctable, Buyer may promptly return the puppy to Seller along with veterinarian certified proof of illness, for a replacement puppy.

7. Health Guarantees:

The Buyer agrees to keep the puppy somewhat thin, and not overweight, as heavy weight can contribute to hip displasyia. The Buyer agrees to avoid activities with the dog prior to the age of one year or when the bones are fully developed which are known to cause hip injury. These include jumping be it over jumps or into or out of the back of a vehicle, running as in jogging on leash over long distances or beside a bicycle, rough play with other dogs which includes body banging, and sports such as flyball or frisbee and any other activity which requires the dog to leap into the air. Also included is chasing the Kong or other toys which bounce at odd angles causing the dog's body to torque and twist and any other activity which causes the dog's body to torque and twist. In other words, the Buyer agrees to avoid any activities with the dog which common sense would say is not suitable for good hip health.

Seller also warrants that the puppy will be free of debilitating bilateral genetic canine hip dysplasia the first year of its life. If the puppy develops debilitating bilateral genetic canine hip dysplasia during **the first 12 months of its life**, Buyer may at that time return the puppy to Seller for a replacement puppy. Buyer must provide, at Buyer's own expense, x-rays of the puppy performed by a licensed veterinarian, certified and skilled at producing x-rays of OFA evaluation. If Seller's veterinarians agree that the dog does have debilitating bilateral genetic canine hip dysplasia, Buyer shall be entitled to return the dog for a replacement puppy. Neglect or injury will void any guarantee of good hips.

The puppy has been fed pawTree™ and is required to *stay* on pawTree™ food and joint support [glucosamine-based formula](#) for the entire first 9 years of the puppy's life. Buyer must create a free membership by completing a pet profile before ordering their products through pawTree. The Breeder will contact the Buyer and assist them with this process. The Breeder will provide all the information needed to create this membership, walk the Buyer through their first order, answer any questions, as well as help set up the account and show them how to have full control over all future orders. Every time the Buyer places an order with pawTree the pawTree corporate office notifies the Breeder. The Breeder will print this information out and put it in the Buyer's file to keep the health guarantee active and current. If the Buyer does NOT want to purchase pawTree™ food or pet food seasoning or joint supplements, OR cancels at any time then this entire 9 health guarantee with be null and void and the Buyer will only receive a 1 year health guarantee. The one year health guarantee is limited to debilitating bilateral genetic canine hip dysplasia. The 9 year health guarantee is a guarantee against debilitating genetic diseases. The Breeder has done extensive research on seeking out some of the best nutritional products offered and wants to make

Buyer's Initials: _____ Date _____

sure the puppy continues to receive this high caliber daily diet and nutrition throughout the puppy's life to promote optional health and wellness.

A buyer who is eligible for a replacement puppy under the above express warranties must do the following: (1) Provide all veterinarian medical records; (2) Return, at Buyer's expense, the original dog to Seller. (3) Return the dog's AKC papers with transfer of ownership back to Seller. (4) Shipment of the replacement puppy will be at Buyer expense.

A replacement puppy or dog will be from a subsequent litter of equal value. Guarantees and Warranties apply only to the original dog purchased as identified on the Bill of Sale and not to replacements.

These warranties shall be void if: (1) Buyer's care of the puppy/dog is the cause of the dog's ill health; (2) the puppy/dog is returned in ill health or poor condition due to Buyer's negligence or the failure of Buyer to provide necessary veterinarian care or immunizations; (3) the dog is returned grossly overweight; or (4) the dog is sold or ownership is transferred, (5) the dog has been injured in any way.

For puppies sold with breeding rights, Seller makes no warranties about the reproductive suitability or capabilities of the puppy. Seller makes no representations as to puppy's suitability for a specific purpose, be it Breeding, Show, or I.P.O or ring sport, and all puppies are sold with the understanding that they are companion animals only.

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The Buyer agrees that Buyer will offer first right of refusal to the Seller should Buyer to decide to later sell the animal. If buyer *cannot* keep the animal, for some reason at a later date, rather than putting the animal in an animal shelter, where it will be euthanized, buyer should contact the seller and return the puppy to the seller, so that the puppy or dog can be rehomed. There will be no refund, but all possible effort will be made to re-train and re-home the dog and to avoid dog being in an animal shelter and being euthanized.

8. RELEASE AND INDEMNIFICATION.

Seller makes no warranties or representations as to the dog's temperament or fitness for a specific purpose. Buyer understands and acknowledges that the temperament of the dog will vary depending upon the care and training afforded the dog by Buyer. In no event shall Seller be liable for any personal injury or property damage that may be caused by the dog. Buyer releases Seller, its employees and agents from any and all claims, liabilities or damages that Buyer may have in the future for any personal injury or property damage caused by the dog. Buyer shall indemnify, defend, and hold Seller, its employees and agents harmless from any and all claims, liabilities or damages arising out of or related to any personal injury or property damage caused by the dog, including reasonable attorney's fees.

9. MISCELLANEOUS PROVISIONS.

A. This Agreement shall be construed and enforced in accordance and governed by the laws of the state of New Jersey. Any controversy regarding this Agreement shall be tried and heard in Hudson County, NJ

B. The puppies will be registered with the American Kennel Club. If the buyer is from Europe, The Verein für deutsche Schäferhunde (Society for **German** Shepherd Dogs), or with the European FCI, and seller will assist with any needed paper work to then have buyer register the puppy with the European kennel club of their country. AKC by the Seller with the appropriate Litter Letter and the Seller's kennel name. In most cases, the Seller is able to give the Buyer an option on name selection according to the designated Litter Letter. In order to provide this option, it is necessary to delay registration until all names have been selected by other puppy families. The Buyer understands that the registration papers may be delayed several months to facilitate this process.

Buyer's Initials: _____ Date _____

C. Buyer has read the foregoing, understands the terms of this Agreement, and agrees to abide by the terms and provisions contained herein.

SELLER MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PUPPY, AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE REMEDIES SET FORTH IN THIS SECTION FOR A REPLACEMENT DOG IS THE SOLE REMEDY FOR A BREACH OF WARRANTY, AND IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. THE SELLER IN NO WAY ASSUMES ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO USE, PURPOSE OR SUITABILITY, AND SHALL NOT BE LIABLE FOR DAMAGES OF ANY CHARACTER, WHETHER DIRECT OR CONSEQUENTIAL.

SELLER: Alexander Gonta, DBA as Von Gonta Haus Kennels
44 Suburbia Drive
Jersey City, NJ 07305
phone: 201-333-7958
cell phone: 201-539-5305
email: VonGontaHaus@gmail.com
website: <https://vongonthaus.com>

BUYER: _____

Signature:

Date:

Please make checks payable to Alexander Gonta

Buyer's Initials: _____ Date _____