

Great Pyrenees Sales Agreement and Replacement Warranty

Buyer's Initials: _____ Breeder's Initials: _____

The following sales agreement and replacement warranty is made by and between Christina Dotson, hereinafter referred to as "Breeder", and _____, hereinafter referred to as "Buyer", for the sale and purchase of one (1) purebred Great Pyrenees puppy or dog. Such agreement is further delineated as follows:

Breed: Great Pyrenees Gender: Male _____ Female: _____ Birth Date: _____

American Kennel Club (AKC) Registered Litter/Individual Number: _____

AKC Registration Application or Certificate provided to Buyer at time of sale: Yes: _____ No: _____

AKC Reg. App. or Cert. will be provided to Buyer at a later date. (After Breeder receives it from AKC and/or after Breeder receives original copy of this agreement signed, by Buyer, and/or after Breeder receives full payment for puppy.): Yes: _____ No: _____

If "No", by virtue of Buyer's initials here, Buyer understands, accepts and agrees that no registration will be provided at any time.: Buyer's Initials: _____

Status of AKC Reg. App. or Cert., if provided.: Limited (non-breeding/non-show): _____

Name: _____ Color and Markings: White

Permanent Identification:

Tattoo: Number: _____ Location: _____

Microchip: Type: AKC Reunite Indigo ISO Microchip Number: _____ Location: Between shoulder blades, under skin

DNA Profile: Number: _____ VGL/AKC/Other: _____

Sire: _____ AKC Reg. No.: _____

Dam: _____ AKC Reg. No.: _____

Name of Breeder: Christina Dotson

Date Sold/Delivered to Buyer: _____

The previously described puppy/dog, hereinafter referred to as "puppy" and/or "dog" (no matter puppy/dog's age), will become the property of the Buyer in flesh as well as title upon full payment for puppy and signature(s) and initials on this document agreeing to be bound by the terms of this agreement.

The replacement warranty applies only to the original Buyer of puppy. The following conditions must be met for the guarantee to remain in effect:

Puppy Terms of Sale:

1. The purchase price of puppy is \$_____. Monies are non-refundable. Contract will be terminated if all monies due are not received by Breeder at time of pick up/delivery. Payment will be in the form of Cash, United States Postal Money Order or bank to bank wire transfer, paid by Buyer to Breeder. No personal checks. Payment of any and all delivery costs farther than a two (2) hour drive for Breeder, paid by Buyer to Breeder. [Will include one (1) or more of the following: crate, veterinarian certificate, gasoline.] Breeder can drive to meet Buyer or deliver puppy to Buyer within West Virginia and states surrounding West Virginia. The AKC registration certificate will be mailed to the address the Buyer provides on the last page of this agreement. Payment must be paid in full to receive registration papers.
2. Buyer agrees to have puppy examined by a licensed veterinarian of Buyer's choice and expense within seven (7) consecutive days of physical transfer from Breeder to Buyer, for a health check. If puppy is determined to be in ill health, Breeder must be contacted immediately and puppy may be returned for a refund of the purchase price or replacement with another puppy of

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equal value. Breeder reserves the right to choose either refund or replacement. Buyer must return original puppy and original puppy's registration application or certificate to Breeder at or before time of refund or replacement. Breeder guarantees puppy to be in good health as of the date of sale.

3. Breeder reserves the right to first selection male and/or female. Buyer is aware that they may move down in selection if Breeder chooses to retain first selection male and/or female.
4. Breeder reserves the right to refuse sale/placement for any reason.
5. Breeder guarantees dog against hip dysplasia, patellar luxation, elbow dysplasia, congenital cataracts and juvenile cataracts for the first (1st) thirty-six (36) months of dog's life. Hip dysplasia, patellar luxation and elbow dysplasia must be confirmed by an evaluation from the Orthopedic Foundation for Animals (OFA). Any and all patellar examinations will only be performed while dog is awake and is not under any anesthesia, sedative, etc. as recommended by OFA. If dog is a female, any and all exams and/or radiographs (x-rays) for OFA hip, patella and/or elbow evaluation will only be performed at least eight (8) weeks before an estrus (heat) cycle is scheduled to begin or at least eight (8) weeks after an estrus cycle has ended; also never during pregnancy and at least eight (8) weeks after fully weaning puppies. Congenital cataracts and juvenile cataracts must be confirmed by an evaluation from the OFA Eye Certification Registry (ECR) from an exam performed by an American College of Veterinary Ophthalmologists (ACVO) board certified veterinary ophthalmologist. All results, preliminary evaluations, certifications (or certification denials), documentation, tests and diagnosis, will be provided to Breeder in "hard copy" form, signed by the licensed veterinarian who performed necessary radiographs, evaluations, tests and exams, and signed by the appropriate Chief of Veterinary Services with OFA. All written statements from veterinarian(s) must be on each veterinarian's own stationary. Buyer must grant full permission for Buyer's veterinarian(s) to speak with Breeder and Breeder's veterinarian(s) about dog's disease/condition and to disclose all medical history and all medical records of dog to Breeder and Breeder's veterinarian(s) in "hard copy" form. Breeder reserves the right, at Breeder's option, to have dog examined and/or tested and/or x-rayed, etc. by a licensed veterinarian of Breeder's choice and expense.
6. Only an OFA diagnosis is acceptable, dog must be denied an OFA certification for the replacement warranty to remain in effect. The radiographs and examinations may be performed by a general practitioner veterinarian and/or veterinary specialist but any diagnosis of one (1) or more of the previously mentioned diseases/conditions must be confirmed by an OFA certification denial. Veterinary diagnosis alone, PennHIP, etc. are not accepted. The necessary OFA forms and instructions on examinations and procedures can be found on OFA's website. <https://www.ofa.org/>
7. If OFA confirms hip dysplasia, patellar luxation, elbow dysplasia, congenital cataracts or juvenile cataracts at or before thirty-six (36) months of age, Breeder agrees to replace puppy with another puppy or adult dog of same gender and equal value from at least one (1) different parent, if possible, as soon as one (1) becomes available. Original puppy must either be returned to Breeder or be spayed/neutered or humanely euthanized and written and signed proof of spay/neuter or humane euthanasia must be provided to Breeder from the licensed veterinarian who performed spay/neuter or euthanasia, before replacement. Any replacement puppy/dog will be provided only after Breeder's next litter turns ten (10) weeks old. Breeder does not have litters, puppies or adult dogs available at all times. Sometimes one (1) or more years may pass without breeding a litter. Any replacement puppy/dog will not be any puppy/dog which is personally owned and/or co-owned as a companion/livestock guardian/family guardian/breeding prospect/show prospect, etc. of/by Breeder or any member of Breeder's family. Breeder will not provide any monetary refund or compensation. This guarantee does not cover any condition brought on by accident, neglect or abuse. Puppy is guaranteed up to thirty-six (36) months of age and no claim for replacement may be made after thirty (30) days of positive diagnosis and evaluation by OFA. It is recommended that Breeder be notified immediately by phone call or certified mail. Buyer must provide Breeder with current photos and/or videos to show dog's dewclaws, weight, condition, etc. and veterinary records that dog was not spayed/neutered prior to twenty-four (24) months of age and that disease/condition was not brought on by injury, neglect or abuse.

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8. Borderline hips are not covered since said condition rarely if ever affects a dog's quality of life and since this dog is placed with Limited AKC Registration and will not be used for breeding or show purposes.
9. Buyer understands and accepts that even when the parents have been OFA certified normal/clear, some offspring can be affected by one (1) or more disease(s)/condition(s) due to the fact that living organisms are not machines and cannot be guaranteed one hundred percent (100%).
10. Orthopedic surgery performed on dog before twenty-four (24) months of age voids the replacement warranty, unless it is to repair a broken bone. This is to avoid problems brought on by such surgery during growth.
11. If dog dies or must be humanely euthanized at or before thirty-six (36) months of age due to one (1) or more of the previously mentioned diseases/conditions, the previously mentioned replacement warranty and restrictions apply.
12. Breeder does not guarantee puppy against any disease(s)/condition(s) with potentially genetic, hereditary, congenital and/or environmental causes, other than those previously stated for the time period previously stated and does not guarantee puppy to be completely free of internal or external parasites. (Puppy has been wormed and given flea medication.)
13. Breeder does not guarantee show quality, coat color/markings, size, height, weight, behavior, personality, breeding ability, puppy against hernia(s) [if puppy has such, it can be repaired by a veterinarian during spay/neuter or during a specific surgery for hernia(s)], underbite, overbite, wry bite [all of the "bites" refer to alignment of teeth], Cryptorchidism [undescended testicle(s), if puppy has such, neutering by a veterinarian is the treatment].
14. Buyer agrees that dog is acquired with Limited AKC Registration and dog cannot be used for breeding purposes, intentional or unintentional and cannot be shown in conformation. Any breeding of dog, intentional or unintentional, voids the replacement warranty.
15. Breeder guarantees that puppy has had proper care to date and that at least two (2) "puppy vaccinations" and at least two (2) courses of worming (initial and booster) have been given. The vaccination/worming record will be provided to Buyer.
16. Breeder is not responsible if puppy contracts a communicable disease after leaving Breeder's possession. Buyer agrees to take proper precautions to avoid disease until vaccinations are fully completed. Breeder is not responsible at any time for any veterinary bills or any other bills related to puppy once puppy leaves Breeder's possession.
17. Breeder recommends that Buyer enter appropriate obedience classes with puppy as soon as possible. Local all-breed (conformation) clubs, obedience clubs, etc. associated with either the American Kennel Club (AKC) or the United Kennel Club (UKC) offer obedience classes and are highly recommended by Breeder. Contact information for such can be found on their websites. www.akc.org and www.ukcdogs.com (Also see: AKC <https://webapps.akc.org/club-search/#/>, AKC <https://webapps.akc.org/obedience-training-club/#/>, UKC <https://www.ukcdogs.com/clubs>)
18. Breeder recommends that puppy *not* be allowed to become overweight while growing [up to three (3) years of age] and that dog be kept at a fit, athletic weight for its entire life; that Buyer allow puppy/dog daily outdoor exercise but nothing too strenuous for growing joints and bones; that Buyer take seriously any advice which is offered by Breeder; that no harnesses for weight pull, sledding, etc. be used until at least twenty-four (24) months of age and that no harnesses ever be used for leash training, walking, etc. A thick nylon slip collar is recommended for leash training and walking. Proper size, placement and procedure is very helpful but a slip collar attached to a cotton lead is much safer than a harness, for both dog and owner. If Buyer is unfamiliar with slip collars, Buyer is encouraged to ask Breeder. Slip collars should be removed after training and walking.
19. Buyer understands puppies are raised in a farm setting to perform as Livestock Guardian Dogs, with the instinctual traits and temperament to match, and is purchasing puppy for this capacity. By making a purchase, Buyer acknowledges understanding of the instinctual traits and temperament of the Great Pyrenees breed.
20. Buyer agrees to take responsibility in continuing proper socialization and training.
21. Buyer is encouraged to contact Christina "Chrissy" Dotson with any dog related questions, throughout the life of the dog.

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22. ****By making a purchase, Buyer is committing to a lifelong relationship with this puppy/dog. Under no circumstances is puppy/dog to be placed in an animal shelter or rescue. If, at any time in puppy/dog's life, Buyer can no longer properly care for puppy/dog or wants/needs to find a new home for puppy/dog, Buyer agrees to contact Breeder and Breeder will have first (1st) choice to either: (a) take puppy/dog back, or (b) assist Buyer in finding a suitable new home for puppy/dog, with similar written agreement by and between Breeder and new owner. This is for providing a home for puppy/dog without monetary compensation for return. Buyer agrees not to sell, give away, place, dump, surrender to pound/humane society/rescue/individual(s), etc. puppy/dog at/with/to anywhere/anyone other than Breeder, unless Breeder is assisting Buyer with placing puppy/dog in a suitable new home.****
23. Buyer agrees to maintain dog by providing a good quality diet, fed in the appropriate amounts at the appropriate times; providing fresh drinking water at all times; and providing any routine or necessary veterinary care, prevention and/or treatment of internal and/or external parasitic worms, fleas, ticks, mites, protozoa, etc. or fungus, etc. Buyer understands that the good health of puppy/dog begins with these requirements.
24. Buyer agrees that puppy will be physically residing with Buyer and therefore Breeder is not responsible for any veterinary or other costs, under any circumstances, once puppy has been physically transferred from Breeder to Buyer. Buyer assumes all personal liability and financial responsibility for proper care, i.e. feeding, providing drinking water, vaccinations, worming and veterinary expense, grooming (brushing, combing, trimming, etc. but no shaving unless medically necessary and then keep warm and protected from sunburn and insect bites, etc.) and nail trimming including the nails of the front and back dewclaws, any necessary teeth cleaning, public and animal safety, licensing as required by law, as well as, proper fencing and containment, proper housing and shelter from sun, heat, cold, rain, snow and the elements; in hot weather providing open air shade, cross ventilation, wading pool, etc.; in cold weather providing clean, dry straw bedding, etc.; at all times providing a sheltered, dry area to sleep and a wind block during cold and/or wet weather. Buyer acknowledges that any and all health, veterinary, care, feeding, upkeep, housing, etc. costs are the sole responsibility of Buyer once puppy has been physically transferred from Breeder to Buyer.
25. Buyer agrees that Buyer's veterinarian (or someone else) must not interfere with/alter puppy's growing muscles, joints, bones and sound front and rear-end by removing front or back dewclaws. Buyer understands and agrees that the replacement warranty will be void if dewclaws are removed.
26. Buyer agrees to wait until dog is at least twenty-four (24) months of age to have dog spayed/neutered to minimize the risks of Dysplasia, Osteosarcoma, Cruciate Ligament Rupture, problems with growth plates, aggression, mounting, incontinence, etc. which have a higher risk of affecting large breed dogs when altered too young. Buyer understands and agrees that spay/neuter before twenty-four (24) months of age voids the replacement warranty.
27. Buyer agrees that dog will ***not*** be constantly/continuously confined to a crate/cage, that puppy/dog will receive adequate physical outdoor exercise, every day, and that puppy/dog will receive adequate positive human interaction, every day. While Breeder prefers a large, secure, well fenced area, Breeder understand that some Pyrs are very good escape artists and that there are times when a long tie-out or trolley-line may be required until fencing can be reinforced with livestock panels, electric "hot" wire, etc. Breeder recommends that if dog is tied out at any time, the collar not be a "slip/choke collar" (since hanging can occur), that buckle/snap collar not be too tight or too loose (since hanging can occur, a very loose collar can twist), that there is nothing dog can jump over, wrap around and hang on (fence, branch, wall, etc.) and that any trolley line have a plastic coating so that the high pitched sound (inaudible to humans) of the tie line moving on the trolley line does not negatively affect dog's hearing.
28. Replacement warranty is void if dog has been spayed/neutered before twenty-four (24) months of age, if dog has been bred intentionally or unintentionally, if physical ownership or registration of dog has been transferred to someone other than Buyer or Breeder, if dog's front and/or back dewclaws have been removed, if dog's ears have been cropped, if dog's tail has been docked, if dog has been fed a vegan or vegetarian diet, if dog has been abused and/or neglected, if dog has been "debarked"

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(Unless written proof is provided that debarking was performed by a qualified, licensed veterinarian while dog was under anesthesia and that debarking was done due to complaints by neighbors/authorities and that other solutions were tried before resorting to debarking and that dog is not an active livestock guardian and that dog never will be an active livestock guardian. Debarking puts the dog at risk as they use their bark to ward off predators, both animal and human; as well as to alert other dogs and people to the predator's presence. This is true even of a dog who is not an active livestock guardian. If all else fails, the solution may be to return the dog to Breeder for rehoming.) **If dog has been abused and/or neglected, dog must be returned to Breeder immediately, at Buyer's expense.**

- 29. This agreement applies only to the Buyer(s) and Breeder(s) named in this document and is not transferable to other parties.
- 30. Buyer understands and agrees that this agreement/replacement warranty only provides for replacement with another puppy/dog as stated previously and that Breeder is not obligated to provide any monetary refund or compensation.

Breeder neither makes nor implies any warranties or guarantees express or implied, other than those written in this agreement. This document constitutes the entire agreement between Buyer and Breeder with respect to this sale. Buyer and Breeder agree that this sales agreement/replacement warranty will be governed by the laws of the State of West Virginia and if either party initiate's legal actions pertaining to this agreement then that action shall be initiated in the county of the state of the Breeder's residence at the time legal action is taken. A hard copy of this agreement must be signed, in pen, by Buyer and be mailed or given to Breeder in person, if not, all guarantees are null and void and dog's registration will not be provided to Buyer. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. Buyer's signature(s) and Breeder's signature(s) below indicate that Buyer and Breeder have read, agree and do understand all the conditions of this sales agreement and replacement warranty.

I/We, the undersigned, hereby agree to abide by and be bound by the conditions and provisions of the entirety of this agreement:

Dated this _____ day of _____ 20_____.

Breeder:
Christina Dotson

Phone: _____
E-mail: _____

Signature(s) _____

Buyer:

Name(s) {Printed} _____

Physical Address: _____

Mailing Address (If different.): _____

City: _____ State: _____ Zip: _____ Phone: _____

E-mail: _____

Signature(s) _____