

Ghost Creek Danes
Sales Contract & Health Guarantee

This agreement is between the buyer . and breeder Mackenzie Sherman with Ghost Creek Danes

Puppy Name:	Color:
Date Of Birth:	Dam Name:
Sex:	Sire Name:
Price: \$	
Registration Type: Limited	

Buyer and Seller agree to the following conditions of sale:

BUYER AND SELLER AGREE TO THE FOLLOWING PROVISIONS OF THE SALE

BUYER UNDERSTANDS THAT FULL PAYMENT IS DUE AT THE TIME BUYER TAKES POSSESSION OF THE PUPPY OR IF BEING SHIPPED, PRIOR TO SHIPPING.

BALANCE OF PURCHASE PRICE IS TO BE PAID BY CASH, CASH APP, OR VENMO, IF BEING PAID BY VENMO OR CASH APP IT MUST BE PAID 48 HOURS BEFORE TIME OF PICK UP OR DELIVERY.

THIS PUPPY IS BEING SOLD WITH A REGISTRATION APPLICATION. THE PUPPY IS NOT REGISTERED UNTIL THIS APPLICATION HAS BEEN COMPLETED AND MAILED BACK TO AKC/CKC OR IS COMPLETED ONLINE. BUYER AGREES TO REGISTER THIS PUPPY.

IF SAID DOG HAS FULL RIGHTS THIS DOG (if female) MAY PRODUCE NO MORE THAN 4 LITTERS. FEMALES ARE NOT TO HAVE THEIR FIRST LITTER BEFORE 18 MONTHS OF AGE. MALES ARE NOT TO SIRE ANY LITTERS UNTIL AT LEASR 18 MONTHS OF AGE. MALES MUST BE RETIRED AND NEUTERED BY AGE 5. NO SPOT TO SPOT BREEDING IS TO HAPPEN. IF ANY OF THIS IS BROKEN, GHOST CREEK DANES IS ABLE TO TAKE THE DOG AND ITS REGISTRATION PAPERWORK.

OR

THIS PUPPY IS BEING SOLD ON A SPAY/NEUTER CONTRACT, WITH SPAY/NEUTER BEING REQUIRED NO EARLIER THAN 12 MONTHS OF AGE AND NO LATER THAN 24 MONTHS OF AGE. PROOF OF SPAY/NEUTER MUST BE PROVIDED TO THE SELLER IN THE FORM OF A CERTIFICATE SIGNED BY A LICENSED VETERINARIAN AND MUST BE RECEIVED BY THE SELLER NO LATER THAN 10 DAYS AFTER THE PROCEDURE.

WETHER FULL OR LIMITED REGISTRATION ALL REGISTRATION NAMES MUST INCLUDE "OF GCD" IN THE NAME. EXAMPLE "DAISY MAE OF GCD" or "MIGHTY MAXIMUS OF GCD.

SELLER CERTIFIES THAT, UPON BUYER'S RECEIPT OF THIS PUPPY, THE PUPPY IS IN GOOD HEALTH AND HAS BEEN VACCINATED AND DE- WORMED PER THE ACCOMPANYING HEATH RECORD. SELLER CERTIFIES THAT THIS PUPPY HAS HAD A PHYSICAL EXAMINATION PERFORMED BY A LICENSED VETERINARIAN; PROOF OF THIS HAS BEEN PROVIDED TO THE BUYER.

*****Health Guarantee*****

Required vet visit: Your puppy is guaranteed to be in good health and free of communicable diseases at the time of the sale. The puppy must be examined by a licensed vet within 3 days of pickup or delivery. Proof of this vet exam must be sent to breeder. If said pup is found by a licensed veterinarian not to be in good health, the breeder agrees to refund the purchase price upon return of the puppy to the breeder.

The breeder is not responsible for any expenses incurred. A refund will be given only upon receipt of the report from a licensed veterinarian and at the time of return. This required visit validates this agreement. By not adhering to the required vet visit this health guarantee is made null and void.

Guarantee: Ghost Creek Dane's guarantees the puppy to be free for 2 years from the date of birth of hereditary and congenital disorders that may interfere with his/her ability to lead a normal life. These disorders can include, but are not limited to, hip dysplasia, deafness, and blindness. In the event of such an occurrence you may return puppy to the breeder for a replacement with the following requirements being met.

- 1.) The dog must be examined by two different vets, one must be approved by the breeder, and a certified statement for the problem must be made available.
- 2.) Proof of an adequate, large/giant breed tailored diet must be made available. Itemized receipts for dog food will be acceptable. Breeder reserves the right to have the dog re-examined by his veterinarian at his cost. The breeder is not responsible for any veterinarian bills and or costs acquired by you, the buyer.

Terms:

- 1.) In the event that euthanization of the above referenced dog, before 12 months of age, is deemed to

be in the best interest of the animal by a competent veterinarian because of the development of a proven genetic disease not to include genetic disorders that could be caused by a gene mutation that was caused by a combination of the parents, mange or any nutrition related disease as specified above in puppy's health.

2.) The said dog will be replaced, with one of the same or similar quality from breeder's current or next available litter, no money will be refunded. Said condition MUST be proven genetic, inconclusive studies that merely suggest disease is hereditary are not covered.

3.) Breeder does not guarantee against any common health issues such as diarrhea, coccidiosis, urinary tract infection, ear mites, external/internal parasites, cherry eye, entropion/ectropion, demodectic mange, and or any illness related to stress due to shipping or new environment.

4.) If said puppy would die within 24 hours of purchase, buyer must have a necropsy performed at their expense to determine cause of death, this report must be made available to the breeder.

5.) All veterinarian costs & shipping associated herein shall be the sole responsibility of the buyer. Understand that there is no way to guarantee a dog will pass health testing even if parents have been tested and cleared. We offer no reproductive guarantee, meaning we cannot guarantee the fertility of your dog.

*****No cash refunds will be given under any circumstances, we will only offer
a replacement of equal value*****

BUYER CERTIFIES BY SIGNING THIS AGREEMENT THAT THE PUPPY WILL LIVE WITH THE BUYER, WILL HAVE ADEQUATE EXERCISE, PROPER SOCIALIZATION, NUTRITIOUS FOOD AND NECESSARY ANNUAL HEALTH CARE, INCLUDING VACCINES AND PARASITE PREVENTION, FROM A LICENSED VETERINARIAN.

BUYER AGREES TO PROVIDE PICTURES AND UPDATES OF THE DOG WHEN ASKED BY THE SELLER.

BUYER CERTIFIES BY SIGNING THIS AGREEMENT THAT HE/SHE IS NOT ACTING AS AN AGENT IN THIS PURCHASE.

BUYER AGREES TO NOT SELL THIS PUPPY TO A PET STORE, KENNEL, GUARD DOG BUSINESS OR A MEDICAL RESEARCH FACILITY OF ANY KIND.

THIS SALES CONTRACT IS NON-TRANSFERABLE. SHOULD BUYER RELINQUISH OWNERSHIP OF THE PUPPY, FOR ANY REASON, THIS SALES CONTRACT SHALL BE DEEMED NULL AND VOID.

IN THE EVENT THE BUYER IS UNABLE TO KEEP THE PUPPY FOR ANY REASON, THE BUYER AGREES THAT THE PUPPY WILL NOT BE SOLD, GIVEN AWAY OR TAKEN TO A SHELTER OR RESCUE FACILITY; THE BUYER AGREES TO IMMEDIATELY CONTACT THE SELLER AND MAKE ARRANGEMENTS TO RETURN THE PUPPY BACK TO THE SELLER WITHOUT FINANCIAL RESTITUTION.

IF THE PUPPY IS RETURNED, THE BUYER MUST PROVIDE THE PUPPY'S AKC/CKC REGISTRATION, WHICH IS TO BE SIGNED AS TRANSFER OF OWNERSHIP BACK TO THE SELLER. SELLER MUST ALSO RECEIVE ALL VACCINATION AND VETERINARY RECORDS FOR THE PUPPY.

THE FOLLOWING DOCUMENTS HAVE BEEN PROVIDED TO THE BUYER AND THE CONTENTS HAVE BEEN DISCUSSED.

- VETERINARIAN SIGNED PRE-SALE HEALTH EXAM
- VACCINATION RECORD, INCLUDING THE NEXT DUE DATE
- DE-WORMING RECORD
- COPY OF SIGNED SALES CONTRACT
- PUPPY KIT – INCLUDING BREED AND HEALTH LITERATURE.

BREEDER AND BUYER HAVE DISCUSSED THE FOLLOWING:

- FEEDING RECOMMENDATIONS
- SPAY / NEUTER PER THIS CONTRACT (ATTACHMENT I)
- IMPORTANCE OF SOCIALIZATION AND TRAINING
- RETURN POLICY (ATTACHMENT II)

BUYER AND SELLER HAVE DISCUSSED ALL THE ABOVE INFORMATION AND BUYER HAS HAD

THE OPPORTUNITY TO ASK ANY QUESTIONS.

BUYER HAS RECEIVED ALL APPROPRIATE DOCUMENTATION AS STATED ABOVE.

I, THE BUYER, AGREE TO NOT, FOR ANY REASON, CAUSE LEGAL DAMAGES AGAINST THE SELLER, GHOST CREEK DANES.

I/WE, THE BUYER/S, HAVE VOLUNTARILY CONTACTED GHOST CREEK DANES AND HAVE EXPRESSED AN INTEREST IN RECEIVING A PUPPY IN THE CARE AND CUSTODY OF GHOST CREEK DANES. IN CONSIDERATION OF GHOST CREEK DANE'S AGREEMENT TO ALLOW ME TO VIEW, PURCHASE, ADOPT, AND/OR INTERACT WITH SUCH PUPPY/S, I HEREBY, FOR MYSELF (BUYER), MY HEIRS AND MY PERSONAL REPRESENTATIVES,

REPRESENT AND WARRANT AS FOLLOWS:

1. BUYER FULLY AWARE OF THE RISKS THAT PUPPIES POSE AND HAVE ELECTED TO VIEW, PURCHASE, ADOPT, AND/OR INTERACT WITH ONE OR MORE PUPPIES IN THE CARE OF GHOST CREEK DANES VOLUNTARILY. I KNOWINGLY ASSUME ALL RISKS THAT EXPOSURE TO PUPPIES MAY POSE, INCLUDING BUT NOT LIMITED TO, SERIOUS BODILY INJURY AND/OR DEATH.

2. BUYER HEREBY, TO THE GREATEST EXTENT PERMITTED BY LAW, AGREES TO WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY GHOST CREEK DANES, ITS OWNERS, DIRECTORS, OFFICERS, VOLUNTEERS, STAFF, AND ALL OTHER AGENTS, AND ATTORNEYS FOR ANY OF THE REFERENCED PARTIES, AND ANY OTHER PARTIES ACTING FOR, OR ON BEHALF OF ANY OF THE REFERENCED PARTIES, FROM ANY AND ALL RIGHTS AND CLAIMS WHICH I HAVE OR WHICH MAY HEREAFTER ACCRUE TO ME AND FROM ANY AND ALL DAMAGES WHICH MAY BE SUSTAINED BY ME DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OR ARISING OUT OF, MY EXPOSURE TO SUCH PUPPIES.

FURTHERMORE, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ANY OF THE REFERENCED PARTIES FROM ANY CLAIMS, JUDGEMENTS, FINES, DAMAGES, PENALTIES, OR COSTS OF ANY KINDS (INCLUDING ATTORNEY FEES) BROUGHT BY OR AWARDED TO ANY THIRD PARTIES BASED ON OR IN CONNECTION WITH EXPOSURE TO SUCH PUPPIES TO THE EXTENT BUYER'S OWN INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS CONTRIBUTED TO SUCH EXPOSURE OCCURRING. I, THE BUYER, HAVE READ THE ABOVE CONTRACT THOROUGHLY AND UNDERSTAND AND AGREE WITH THE TERMS SET FORTH IN THIS DOCUMENT AND ALL ATTACHMENTS & ADDENDUMS. I, THE BUYER, UNDERSTAND THAT

THIS WILL SERVE AS A BINDING LEGAL DOCUMENT AND WILL ABIDE BY THE TERMS AGREED UPON WITHIN. I, THE BUYER, ACKNOWLEDGE MY ACCEPTANCE OF THIS CONTRACT AND ALL ATTACHMENTS AND ADDENDUMS WITH MY SIGNATURE BELOW.

ATTACHMENT I
SPAY/NEUTER CONTRACT*

BUYER AGREES TO SPAYED/NEUTERED THE PUPPY LISTED BELOW NO LATER THAN 24 MONTHS AFTER THE DATE OF BIRTH AND NOT BEFORE 12 MONTHS AFTER THE DATE OF BIRTH. BUYER AGREES TO USE A LICENSE, REPUTABLE VETERINARIAN TO SPAY/NEUTER THE PUPPY. BUYER ACKNOWLEDGES THAT THIS PUPPY IS NOT CONSIDERED TO BE OF SHOW OR BREEDING QUALITY BUT IS A REPRESENTATIVE OF ITS BREED AND IS STRUCTURALLY AND TEMPERAMENTALLY SUITED AS A COMPANION DOG. THE RECOMMENDED TIME TO SPAY/NEUTER A GREAT DANE IS BETWEEN 12 – 24 MONTHS OF AGE. THIS IS TO ENSURE THE PUPPY HAS COMPLETED GROWING AND TO PREVENT ANY HORMONE OR GROWTH ISSUES. BUYER SHALL PROVIDE PROOF OF SPAY/NEUTER VIA A RECEIPT OR WRITTEN STATEMENT FROM A LICENSED, REPUTABLE VETERINARIAN. SELLER AGREES TO PROVIDE AKC/CKC REGISTRATION, WHICH WILL BE SIGNED AS A TRANSFER OF OWNERSHIP TO THE BUYER. THIS WILL BE FORWARDED TO THE BUYER'S ADDRESS PROVIDED IN THE PURCHASE CONTRACT. SELLER SHALL PROVIDE REGISTRATION NO LATER THAN 30 DAYS AFTER RECEIVING PROOF OF SPAY/NEUTER. SPAYING/NEUTERING OF THIS DOG IS REQUIRED TO RECEIVE REGISTRATION PAPERS. IT IS UNDERSTOOD AT THE TIME OF SALE THAT THIS DOG IS NOT CONSIDERED TO BE OF SHOW OR BREEDING QUALITY BUT IS A REPRESENTATIVE OF ITS BREED AND IS STRUCTURALLY AND TEMPERAMENTALLY SUITED AS A COMPANION DOG. IF AT ANY TIME, THE ABOVE DOG MUST LEAVE PERMANENT OWNERSHIP OF THE BUYER, THE DOG HAS TO COME BACK TO GHOST CREEK DANES, THIS ANIMAL, SHALL BE RETURNED ALONG WITH PAPERS AT NO COST TO GHOST CREEK DANES. IF THIS DOG OR PUPPY SHOULD BE RELEASED TO A POUND OR SOMEONE NOT APPROVED BY US IT COULD RESULT IN THE BUYER, BEING FINED. GHOST CREEK DANES TAKES PRIDE IN OUR DANES AND WILL NOT LET THEM END UP IN A PLACE WHERE THE DOG CAN BE HARMED

Attachment II
Return Policy

GHOST CREEK DANE'S FIRST PRIORITY IS ENSURING THE HEALTH AND WELLBEING OF THEIR IN THE EVENT THE BUYER IS UNABLE TO KEEP THE PUPPY FOR ANY REASON, THE BUYER SHALL NOT SELL THE PUPPY, GIVE THE PUPPY AWAY OR TAKE THE PUPPY TO A SHELTER OR RESCUE FACILITY; THE BUYER AGREES TO IMMEDIATELY CONTACT GHOST

CREEK DANES AND MAKE ARRANGEMENTS TO RETURN THE PUPPY BACK TO GHOST CREEK DANES WITHOUT FINANCIAL RESTITUTION. IF THE PUPPY IS RETURNED, THE BUYER MUST PROVIDE THE PUPPY'S VACCINATION AND VETERINARY RECORDS, AKC/CKC REGISTRATION, WHICH IS TO BE SIGNED AS TRANSFER OF OWNERSHIP BACK TO GHOST CREEK DANES. I, THE BUYER, HAVE READ THE ABOVE RETURN POLICY THOROUGHLY AND UNDERSTAND AND AGREE WITH THE TERMS SET FORTH IN THIS POLICY. I, THE BUYER, UNDERSTAND THAT THIS WILL SERVE AS A BINDING LEGAL DOCUMENT AND WILL ABIDE BY THE TERMS AGREED UPON WITHIN. I, THE BUYER, ACKNOWLEDGE MY ACCEPTANCE OF THIS CONTRACT AND ALL ATTACHMENTS AND ADDENDUMS WITH MY SIGNATURE BELOW.

Sellers Signature:

Date:

Wed Sep 28 2022

Buyers Signature:

Date:

Wed Sep 28 2022

Buyers Address:

Buyers Email: alexus1210@icloud.com

, Buyers Phone: