

## Jackson's Dobermans Purchase and Deposit Agreement Contract

Jackson's Dobermans would like to congratulate you on your agreement to purchase a Doberman from our program. We take great pride in our dogs and are very careful to prepare them for their new families. We breed for health, longevity and quality, and we ensure our dogs have vet care and are proper representations of the breed. Our contract and forms are to protect the dogs, to protect the breeder, and to protect the buyer(s). We do not tolerate bullying, abuse, slander, defaming, misleading comments about the breeder, our program, our person, and our character and reserve the right to pursue legal action to protect our reputation and to seek monetary compensation for damages. We value kindness and respect and give that to all our dog buyers and we expect the same in return. Our contracts are non transferable; only the original buyer/adopter via our records will be acknowledged for the health guarantee. Should you need to rehome your dog it is to be returned to Jackson's Dobermans. There is no refund for returned dogs and no payment will be given back if the returned dog is rehomed. All dogs leave with a minimum 2 year health guarantee and 4 yr DCM guarantee. The health guarantee is a voluntary service offered by the breeder and can be rescinded without notice at any time.

**Agreement:** This agreement ("Agreement"), henceforth the Effective Date, as dated immediately upon submission of this document, is between Jackson's Dobermans/Kalee Jackson ("Breeder"), and the buyer ("Buyer"). Buyer agrees to place a deposit ("Deposit") on a Doberman Pinscher dog/puppy from Breeder in the amount of \$500.00 USD. Buyer may pay the remaining balance in cash in full at time of pickup. The remaining balance is due prior to transfer of the dog/puppy. Price is non-negotiable. Buyer agrees to their commitment to purchase and pay in full their balance for the reserved dog or puppy, including additional shipping/transportation costs. The price for puppies is \$3500. Ear cropping is an additional fee of \$500 and is optional. Price is subject to change without prior notice. A deposit secures the puppy at the current price.

Dogs listed through GoodDog are priced higher than using payment methods Zelle, Venmo friends and family and cash in person. Payments through Square Pay incur an additional 4% fee for their service charge. Puppies/dogs are to be picked up by 10 weeks old otherwise subject to a \$20 daily fee or \$100 weekly fee.

**Non-Refundable Deposit:** Buyer agrees to place a monetary deposit ("Deposit") to secure a Doberman puppy from Breeder. Buyer acknowledges that Deposit is non-refundable in all circumstances, including but not limited to if Buyer decides they do not want or are no longer able to take a puppy. Upon receipt of Deposit, Breeder agrees to hold a puppy for Buyer until it has been weaned and is ready for pick up. Deposit shall be made in US Dollars and paid to Breeder via payments through Good Dog, Venmo (friends and family only), Zelle, Square (includes an additional 4% card fee), or cash in person.

**Final Purchase Price:** Breeder and Buyer agree that (a) Deposit shall be applied to the final purchase price of \$3500 for the puppy, (b) all deposits and payments are non-refundable, (c) all payments are applied towards the total balance of \$3500 for pet homes, (d) buyer agrees to pay an additional fee of \$500 for Ear cropping unless requested to leave the ears intact, and (e) the remaining balance will become due before the

puppy is shipped and/or ownership is transferred from Breeder to Buyer at pick-up in person. Full registration is available for an additional fee of \$1000 following proof of health testing and one AKC title; conditions apply. Dogs listed through GoodDog are priced higher than using payment methods Zelle, Venmo friends and family and cash in person. Payments through Square Pay incur an additional 4% fee for their service charge.

**Buyer's Right to Credit:** Should a puppy fail to meet Buyer's identified preferences or not be available Buyer may elect (a) to have Deposit credited to the next litter from the same pairing at the posted litter price, (b) to any unreserved puppies from any current litter, or (c) to the next available litter or a future planned litter, price may vary be per litter; Buyer agrees to the listed purchase price of the litter Deposit is credited to. Should the expecting mother not be pregnant or lose her pregnancy, Deposit will be credited to the next planned litter and will not be subject to reimbursement.

**Payment Disputes:** All payments made are nonrefundable. Disputes made with intent to have the payment(s) refunded will result in legal action. Proof of transfer of ownership will be acquired by Breeder in the form of a picture to be used for our records, on our website and social media, and for advertising. A signed pickup or receipt of dog form may be substituted in place of a photograph for those who wish to not have their picture taken.

**Refund at Breeder's Discretion:** No refund and no reimbursement on all payments; all deposits and payments are final. Except as expressly provided herein, all payments under this Agreement will be irrevocable and non-refundable. If the Buyer pays the Deposit, then later decides s/he does not want the puppy for any reason, Breeder is not required to refund the Deposit. If, however, Breeder determines the litter or puppy unfit for sale Breeder may, at their discretion, refund the Deposit. If Breeder determines the puppy to be a keeper for themselves the Deposit and all payments made will be refunded in full.

**Buyer Acknowledgements:** Buyer acknowledges and agrees that (a) Breeder cannot control litter sizes, missed breedings, miscarriages, false pregnancies, and that the wait time for puppies can be longer or shorter than expected; (b) Deposit gives Buyer a "reserved" place, but does not guarantee a puppy or that Buyer's preferences will be available when it is Buyer's turn to be pick or be assigned their puppy; (c) puppies that are assigned to Buyer by Breeder are assigned based off the answers given via their Buyer Questionnaire; (d) Deposit price and purchase price are non-negotiable; and (e) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult. (f) Buyer is solely responsible for their dog immediately upon pickup or when transport delivers the dog to them. (g) Buyer agrees to provide proof of current adequate annual vetting including parasite prevention and deworming, as well as proof of specialists, trainers and other licensed professionals should there be a request to honor the health guarantee. (h) Buyer acknowledges they are aware Breeder administers all core vaccines except rabies themselves, following appropriate vaccine protocol for storage, handling, and administration. Buyer acknowledges Breeder administers themselves all deworming, flea, tick and heartworm prevention with veterinarian approved appropriate over the counter medications. Breeder performs their own tail docking and dew claw

removal as taught by their veterinarian and shown by the Doberman Pinscher Club of America breeders on their website. (i) Should there be a medical concern Breeder will take the puppy/litter to the vet. Puppies receive an exam at the time of their ear cropping including auscultation to check for pediatric heart murmurs and arrhythmia. (j) Ear cropping is performed by a licensed veterinarian. Buyer will be provided the original vaccine and health record as well as the copy of the ear cropping receipt if cropped. (k) Buyer may return their puppy for any reason. There is no refund on returned dogs except if the health guarantee is honored. (l) Puppies/dogs are to be picked up by 10 weeks old or two weeks following stitch removal otherwise are subject to a \$20 daily fee or \$100 weekly fee, unless stated otherwise by the breeder. (m) Should Buyer need to rehome their dog it is to be returned to Jackson's Dobermans. There is no refund, partial or in full, for returned dogs.

**As-Is Where-Is:** Breeder agrees to represent the puppy unbiased and notify Buyer of any illness, temperamental, behavioral or other known concerns. Buyer acknowledges Breeder cannot guarantee temperament, drive, working ability, show ability, social aptitude, energy level, adult size, behavioral tendencies, and any future traits, conditions, behaviors, or concerns. Buyer acknowledges they are responsible for training, socializing, conditioning, vetting and all care of the dog including social behaviors. Breeder agrees to represent the dog accurately to the best of their knowledge. Buyer acknowledges they are purchasing the dog as-is where-is and will take immediate full ownership of the dog upon payment of the dog in full. Buyer acknowledges there is no trial period with the dog and should they be unable or unwilling to care for the dog it is to be returned to Breeder immediately.

**Shipping and Transport:** Breeder may arrange transport for the dog at Buyer's request. Transportation is not included in the purchase price and is an additional fee. Transportation fees and the total purchase price are due 24 hrs prior to the transportation date. A security deposit may be collected to secure transportation and is applied towards the transportation fee. Additional expenses may be incurred at or during transportation which Buyer is responsible for. Breeder is able to meet in Indianapolis near or at the IND airport for a \$50 gas fee.

**Health Guarantee:** Unless stated otherwise, all dogs are sold with a limited health guarantee until 2 years old covering terminal or life altering conditions as well as a until 4 years old DCM free guarantee. Should the dog be diagnosed with a life threatening or life altering congenital or hereditary condition within the first 2 years of life or DCM before its 4th birthday the buyer may qualify for a purchase price reimbursement or a replacement puppy, upon providing proof of the diagnosis and veterinary care. Conditions that do not qualify include worms/parasites, Giardia, Coccidiosis, entropion, tail docking or re-docking, failed/flopped ear cropping, food allergies, food sensitivities, sensitive skin, and other manageable/treatable conditions. The health guarantee is subject to the breeder's discretion. Puppies leave dewormed and with parasite prevention started which may or may not fully deworm the dog, as such the dog/puppy will leave with additional prevention to be continued by Buyer. Jackson's Dobermans does not require a spay/neuter agreement, but does recommend you discuss it with your vet. Ideally, no dog should be spayed or neutered prior to bone maturity (between 18 months and 2 years old). We request you provide vet information prior

to adoption, especially in preparation for our health guarantee. We require you to have your puppy evaluated by a licensed currently practicing, OFA or PennHip participating vet (a vet who can perform OFA testing) within 7-10 business days of the purchase date if picked up before 9 weeks old, otherwise before/at when the next vaccine is due. To qualify for the health guarantee the dog must meet age appropriate weight and health marks, be fed a balanced commercially available diet (not raw) or be fed a balanced cooked food meal as followed nutritionally with their vet, have a safe living environment and be crate trained. All dogs must be kept in good health, kept current on vetting including core vaccinations and maintain breed appropriate weight and health marks. Please see our health guarantee for more details, terms and conditions.

The detailed Health Guarantee can be requested via email at [jacksonsdobermans@gmail.com](mailto:jacksonsdobermans@gmail.com) or at [jacksonsdobermans.com](http://jacksonsdobermans.com). In the event you need to rehome your dog the dog is to be returned to Jackson's Dobermans or to notify Jackson's Dobermans and we will find a suitable adopter. Returned dogs will not be reimbursed their purchase price nor "bought back" by the breeder. Full or partial Refund is subject to section Refund at Breeder's Discretion.

**Right to Request Revoke of Limited Registration Status:** Should Buyer decide before purchase or after purchase they want limited status of their AKC registration released they may request so from Breeder.

Release of limited status aka full registration is a separate fee and not included in the pet purchase price. Terms for release of limited status are the following; Buyer may commit to purchase release of limited status for a fee of \$1000USD on a co-own agreement, Buyer must complete and provide proof of their dog's passing health testing screenings including but not limited to VWD, DvDOB genetic tests, prelim OFA or PennHip hip certification, echocardiogram and 24 hr holter, as well as complete one AKC title for Breeder to transfer ownership solely to Buyer. All dogs with full registration must carry "Jackson" in their official AKC registration name. There is no time limit or deadline to when release of limited registration may be requested. Buyers who purchase the release of limited status are guaranteed full registration upon fulfillment of their commitment.

**Right to Resolution:** Either party reserves the right to obtain legal counsel for any issues or concerns that arise. Breeder reserves the right to first require civil mediation before pursuing the matter with a court of law. Both parties are entitled to conflict resolution that is satisfactory to both parties. Should a resolution not be agreed upon either party reserves the right to pursue legal counsel and resolution of the conflict through a court of law in the breeder's county.

**Returns:** Should Buyer need to rehome their dog it is to be returned to Jackson's Dobermans. There is no refund, partial or in full, for returned dogs. The dog is not to be sold or rehomed without Jackson's Dobermans approval of the proposed new home. Should Jackson's Dobermans decline to take the dog back or not have the space to take the dog back they are to aid in rehoming the dog. It is Jackson's Dobermans' goal to keep our dog out of unfit homes, out of shelters, and out of rescues. Buyer agrees to return their dog to Jackson's Dobermans should they need to rehome it.

**Governing Law:** This Agreement, and all matters arising out of or relating to this Agreement, shall be

governed by and construed in accordance with the laws of the State of Indiana without regard to the conflicts of laws provisions thereof. Buyer reserves their right to sue Breeder. Breeder reserves the right to sue Buyer. All matters Buyer may have must be attempted to be resolved between Breeder and Buyer themselves first.

**Termination Clause:** Either party may terminate this Agreement without refund immediately via written or spoken notice, subject, however, to the provisions of Section **Refund at Breeder's Discretion** hereof, which shall survive the termination of this Agreement.

**Payment:** The Deposit and payments may be made via Zelle, Venmo, money order, cashiers check or cash. Final payment is due before or at pickup/transport pickup. Please note Zelle has limits and the remaining balance due may exceed your daily or weekly Zelle payment limits which are affected by weekends/business days. We do accept Square payments, there will be an additional 4% fee for debit and credit card transactions. Cash App, Apple Pay, PayPal, wires and personal checks are not permitted. Failure to provide payment in full at pickup will delay physical transfer of puppy ownership. No dog will be transferred to new ownership with a balance remaining.

**Conclusion:** By signing this form Buyer agrees to the terms and conditions Breeder has to purchase a puppy/dog. By signing Buyer agrees to commit to purchase a puppy/dog and acknowledges. Buyer agrees not to slander, defame, bully, harass, make misleading statements, and to be kind and be civil otherwise risk forfeiture of their deposit. Buyer understands all terms and conditions and agrees to honor all the terms and conditions. Buyer acknowledges they have read, reviewed, are aware of, do agree to all the terms and conditions, and promises by penalty of law and risk of voiding the health guarantee to oblige by and honor Jackson's Dobermans's (Breeder's) terms and conditions for adoption/purchase of a puppy/dog. Buyer acknowledges and agrees this contract is legally binding.

Sign below;

Breeder: \_\_\_\_\_

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

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

Notes: