**MENARDS LEGENDARY GERMAN SHEPHERDS**

**2024 PURCHASE CONTRACT**

**OWNER**: Dawn Menard

**ADDRESS**: 13220 Calhoun Rd., Omaha, NE 68152

**PHONE NUMBER**: (402) 510-2493

**EMAIL**: menardsgermanshepherds@gmail.com

The information *infra* constitutes the terms of agreement between Dawn Menard, D/B/A Menards Legendary German Shepherds (hereinafter referred to as “Seller”) and the potential purchaser of any German Shepherd dog Seller permits to purchase (hereinafter referred to as “Buyer”).

This 2024 Purchase Contract is effective once the Buyer has read through all terms and conditions and when the signatures of both Seller and Buyer have been affixed to the 2024 Purchase Contract. Seller will provide, at the time a dog is picked up, two copies of the same 2024 Purchase Contract, one for the Seller’s records, the other for the Buyer’s records.

* **DOWN-DEPOSIT**

A Buyer’s non-refundable down-deposit of exactly five-hundred dollars ($500) in United States currency provided to Seller establishes the Buyer’s position of seniority in a potential line of Buyers of the same litter. The deposit of $500.00 is for check or cash only if you are paying with Paypal the Deposit amount is $515.00. I also accept Venmo now. The names of those who provided a received down-payment will be noted on a list of pups separated by sex. Additionally, the same down deposit establishes the Buyer’s right over the dog selected.

Pups will be selected once they are six-weeks (6) old and after the Temperament Test is completed with results posted on the Menards Legendary German Shepherds website. Each potential Buyer has twenty-four hours (24) to select his/her desired pup. If a potential Buyer’s twenty-four hours (24) has elapsed with no selected pup, that potential Buyer forfeits his/her position in seniority and may select only after all other subsequent potential Buyers have made their selections. By contrast, if a potential buyer who has submitted a down-deposit relinquishes his/her spot by either forfeiting the deposit or transfers the down-deposit, each proceeding member in the line of potential Buyers moves up one spot in the line of seniority and may elect to choose the pup which was chosen by the Buyer who forfeited or transferred his/her down-deposit.

If either instance, cited immediately supra, occurs, Seller agrees to notify the subsequent potential Buyer of his/her chance to select a pup.

1. **DOWN-DEPOSIT TRANSFER**

With the permission of Seller, Buyer may transfer his/her down-deposit to another litter.

1. **PUP PURCHASE PRICES**

For 2024, while subject to change at any time at the Seller’s discretion, the prices for pups and retired males and females are the following:

 Male Pup: $2500 ($2000 remaining with down-deposit received)

 Female Pup: $2,300 ($1,800 remaining with down-deposit received)

 Full Registration: $3200.00 for breeding rights

 Retired Male: $800 Retired Female: $800

1. **PUP PURCHASE DISCOUNTS**

The seller elects, at her discretion, to provide a two-hundred-dollar ($200) discount to past and presently serving military, law enforcement, and firefighter service members. I will also offer a $200.00 discount if you can pick it up in person. If you are getting both discounts, the maximum amount I can offer is $150.00 each for a total of $300.00

1. **FULL PUP PURCHASE**

The remaining purchase price of the pup selected must be paid in full at the time the pup is acquired payment must be in cash or cashier's check.

Seller guarantees the full purchase price of the pup is established at the time the down-deposit becomes effective and is effective only for the specific litter for which the Buyer paid the down-deposit. At all times before the down-deposit is effective, prices for the pups are subject to change without notice to the Buyer.

1. **HEALTH AND PERSONALITY GUARANTEES**

***6A. PERSONALITY***

Seller commits to providing a Temperament Test which is to be included on the Menards Legendary German Shepherds website and received by Buyer at acquisition.

***6B. HEALTH***

**SELLER EXPLICITLY GUARANTEES THE FOLLOWING**: the pup or dog is healthy at the time of sale to the best of Seller’s ability; the puppy or dog has undergone a deworming program; the puppy or dog has acquired the age-appropriate vaccinations; the puppy or dog is free from hip dysplasia rated at “moderate” or “severe;” puppy will not be tested prior to being 9 months old for Pennhip, the puppy tests score must be a .65 or higher with Pennhip to be considered for a replacement puppy. For OFA the dog must be 2 yrs old and OFA rating of moderate to severe to be considered for a replacement puppy. The puppy or dog is free of spinal myopathy or DM up to three years old (3). **THE SELLER DOES NOT IMPLIEDLY GUARANTEE ANY OTHER HEALTH CHARACTERISTICS.** Progeny from the purchased pup do not receive the same health guarantees and are thereby specifically omitted from the health guarantees cited immediately *supra*.

**MENARDS LEGENDARY GERMAN SHEPHERDS IS NOT OBLIGATED, UNDER ANY CIRCUMSTANCES, TO PAY FOR ANY FUTURE VETERINARY BILLS FOR ANY PUP OR DOG ACQUIRED AT MENARDS LEGENDARY GERMAN SHEPHERDS**

**BUYER EXPLICITLY GUARANTEES THE FOLLOWING:** the pup or dog will be taken to a board certified veterinarian within seventy-two (72) hours after the Buyer acquires the pup; to assess any unforeseen health issues that may rise to the level of Menards Legendary German Shepherd’s involvement, all receipts for high-quality dog food for the first eighteen (18) months and all receipts for Nu Vet vitamins for the first twelve (12) months must be saved; Nu Vet vitamins must be given to the pup immediately after acquisition.

If DM or hip dysplasia is discovered in a pup or dog, Buyer may elect to a replacement puppy or dog at his/her shipping expense. If the Buyer chooses to keep the pup or dog with either DM or hip dysplasia, the Buyer may request, at the discretion of the Seller, a one-fourth (1/4) refund of the original full purchase price minus the down-deposit or a replacement puppy.

1. **ACQUIRING THE PUP**

Seller and Buyer will plan a date on which Buyer may acquire the pup once the pup is at least eight weeks old (“8”). Buyer may drive to Menards Legendary German Shepherds, fly and transport the pup back as a carry-on, or acquire the pup however the Buyer elects. If Buyer must wait past the scheduled date of acquisition, an additional fifty dollars ($50) per week will be included in the final purchase price. If the selected pup is not acquired within five (5) business days of the date of scheduled acquisition, Buyer is considered to have forfeited his/her rights in the pup and Seller is thus permitted to sell the same pup to another potential Buyer and the original Buyer is forever barred from purchasing any other German Shepherds from Menards Legendary German Shepherds, barring extenuating circumstances.

1. **RETURNING THE PUP**

Seller guarantees to Buyer Seller will receive a returned pup within ten (10) days after acquisition for any reason. The seller promises to refund the full purchase price to the original buyer, minus the nonrefundable down-deposit. The shipping and delivery expenses are the sole responsibility of the original Buyer.

Additionally, Buyer promises to inform Menards Legendary German Shepherds of Buyer’s intent to either sell or re-home his/her purchased pup or dog, and to provide Menards Legendary German Shepherds with the first opportunity to have the pup or dog returned to her. She may also offer to assist in rehoming the dog while it stays with its current owner.

1. **SUBSEQUENT DOG TRAINING STANDARDS**

The Buyer must commit to undergoing the proper training the Buyer’s dog requires. Buyer commits to undergoing a training process which includes, at the minimum, the reading of German Shepherd training books, at the maximum, puppy and dog training classes. Buyer’s goal in training his/her German Shepherd is that his/her dog can pass the “Canine Good Citizen” test, which would result in an American Kennel Club (hereinafter referred to as “AKC”) certificate.

1. **REGISTERING THE PUP**

The Buyer must register the pup utilizing “Menards Legendary” in the dog’s name. The pup or dog is to be sold with limited AKC registrations and AKC papers not to breed further. Any unintended or intended progeny are not to be registered under any other registration organization.

1. **SPAYING AND NEUTERING**

Buyer is not to spay or neuter a pup or dog acquired at Menards Legendary German Shepherds until the pup or dog reaches, at the earliest, sixteen-months (16) of age.

**I agree to the conditions of this contract and promise to abide by them,**

**BUYER SIGNATURE**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BUYER PRINTED NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SELLER SIGNATURE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SELLER PRINTED NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_