



Home of the Gentle Giants ~ Family Raised With Love

PUPPY CONTRACT

You have purchased a Shiloh Shepherd Puppy from Abba's Shilohs. This contract covers your puppy regardless of the grade of your puppy. You have agreed to pay either the sum of \$1,200 for a Shiloh Shepherd Puppy that is Companion/Pet quality or \$2,000 for a Shiloh Shepherd Puppy that is Breeding/Show quality. Abba's Shilohs is committed to being available as a source of information and advice concerning the care of your puppy.

Puppy Selection:

It is the privilege and obligation of the owner to help choose a puppy. The order in which a puppy is chosen is on a first come, first served basis. Deposits will be taken from a list of pre-qualified callers. The first person to submit their payment for a puppy has the first choice of the puppy having the qualities requested and approved by Abba's Shilohs, i.e. Companion/Pet Quality Bitch.

Abba's Shilohs will help you pick the puppy that is right for you and your family. We will give you the benefit of any observations we have made concerning the temperament of different puppies and the results of the Litter Evaluation. We will consult with you concerning your puppy needs. After considering which puppy or puppies Abba's Shilohs feels is suitable for your family, the choice of the puppy is yours. Our puppies are beautiful and loving little creatures who steal your heart. If we allowed the family with five young kids to take the pretty, somewhat shy puppy home just because they liked the color, or if we allowed an older couple to go home with the independent, assertive big male just because he was the first to run up to them, we would be doing a disservice to both the puppy and the family. Abba's Shilohs retains the right to refuse to sell anyone a puppy and if we do we will return the deposit immediately.

Name:

One of the fun aspects of acquiring a puppy is giving it a name. The official name of your puppy must not exceed thirty spaces and is limited to the characters of the alphabet, including spaces, dashes and apostrophes. At the beginning of the name, the word Abba's must appear. For example, Abba's Big Beautiful Old Boy. Keep in mind that you can call your puppy anything you like, i.e. Buddy, Sport, etc. but the puppy must have a formal name to be registered.

Guarantees:

Abba's Shilohs, like any other breeder, cannot guarantee that a puppy is free from all genetic flaws or defects. Our guarantee is specific as to its coverage and is valid for two years from the date of signature of this contract. The puppy you have purchased from Abba's Shilohs is guaranteed according to the conditions below. If it the puppy has a proven health issue that meets the specific guarantee conditions covered by this contract, it will be replaced by another puppy of equal value, when it is available or the purchase price will be refunded, at the discretion of Abba's Shilohs. The replacement time and selection will be Abba's Shilohs choice. The puppy to be considered for replacement or refund must be brought to Abba's Shilohs (or shipped at owner's expense) along with all veterinary records, health papers, x-rays, DNA verification, and current registration certification. Upon complete examination of said puppy, Abba's Shilohs may agree to allow the owner to keep said puppy as a companion/pet. Abba's Shilohs reserves the right to demand that the puppy be returned to the possession of Abba's Shilohs at the expense of the owner and without a refund of the purchase price of the puppy when in breach of any part of this contract.

Abba's Shilohs:

May choose to waive our right to an in house examination.

If a bitch is bred before her 24-month birthday or if a puppy is bred before his 18-month birthday, this guarantee is null and void.

If a puppy has produced progeny without Abba's Shilohs written permission, this guarantee is null and void.

Will not be responsible for any puppy that has been improperly trained or socialized. Professional dog training is mandatory.

Requires that any and all temperament concerns be immediately brought to our attention.

Requires the owner to provide proper veterinary care and environmental care, and dog training as described below.

Contagious Diseases:

Abba's Shilohs guarantees your puppy will be in good health, to the best of our knowledge, when it is transferred to the owner. We will provide current immunization and de-worming schedule and a veterinarian's health statement. If the puppy is not examined by a veterinarian within a 72-hour period after leaving our premises, the guarantee that the puppy is contagious disease free is null and void.

Temperament (not man made):

Abba's Shilohs strives to produce the ideal Shiloh Shepherd temperament. The basic elements of temperament consist of calmness, self-confidence, intelligence, sharpness, and courage. Abba's Shilohs guarantees against an Overly-Sharp or Vicious Temperament. This is the development of a bullying, distrustful personality in a puppy. This type of puppy is extremely difficult to control and refuses to accept any type of correction without retaliation. Mild degrees of an overly sharp temperament are often due to a lack of varied experiences with strangers and new activities. Socialization is extremely critical during the first three years of a puppy's life. Abba's Shilohs strongly recommends that you obedience train your puppy on a continuous basis. Abba's Shilohs cannot and will not guarantee the temperament of a puppy altered by its future environment through mistreatment or maltreatment. Therefore, any representations of temperament are made due to observations made in the first eight weeks while the puppy is in the custody of Abba's Shilohs. It is your responsibility to use love, honor, respect and positive motivation to teach this intelligent creature what you expect from him/her.

Hip Dysplasia:

Abba's Shilohs guarantees against crippling hip dysplasia. Hip dysplasia is a malformation of the ball and socket joint of the hip. The Sire and Dam of your puppy were x-rayed and officially evaluated. Said puppy, up to two years of age, diagnosed as suffering from acute crippling hip dysplasia, will be replaced by another puppy of equal value, when it is available or the purchase price will be refunded, at the discretion of Abba's Shilohs. Any puppy diagnosed with acute crippling hip dysplasia, must have been examined by two veterinarians qualified to evaluate for the disease. All health records and x-rays supporting the claim of crippling hip dysplasia must be furnished to Abba's Shilohs at the owner's expense. It is required, as described below in Companion/Pet Quality Ownership Requirements, to have your puppy's hips x-rayed by the age of twelve to fourteen months. If x-rays are not completed and returned to Abba's Shilohs between twelve and fourteen months of age, this guarantee in its entirety is null and void.

Subaortic Stenosis:

Abba's Shilohs guarantees against the death of a puppy from Subaortic Stenosis for up to two years of age. Be aware that a heart murmur does not necessarily mean your puppy has a heart disease. Abba's Shilohs will replace a puppy diagnosed as suffering from Subaortic Stenosis with a puppy when available or refund the purchase price, at its discretion. Any puppy diagnosed with Subaortic Stenosis must have been examined by two veterinarians qualified to evaluate for the disease including a cardiologist. All health records supporting the definite claim of Subaortic Stenosis must be furnished to Abba's Shilohs at the owner's expense. If your puppy's heart is not tested by a cardiologist using an echocardiogram, between the age of twelve and fourteen months, this guarantee in its entirety is null and void.

Exocrine Pancreatic Insufficiency (EPI):

Abba's Shilohs will guarantee against Exocrine Pancreatic Insufficiency. A puppy with Exocrine Pancreatic Insufficiency can only produce small amounts of pancreatic juice, which means they have a reduced ability to digest nutrients, especially fats, in their diet. Abba's Shilohs will replace a puppy when available or refund the purchase price, at its discretion, a puppy diagnosed as suffering from Exocrine Pancreatic Insufficiency for up to two years of age. Any puppy diagnosed with Exocrine Pancreatic Insufficiency must have been examined by

two veterinarians qualified to evaluate for the disease. All health records supporting the definite claim of Exocrine Pancreatic Insufficiency must be furnished to Abba's Shilohs at the owner's expense. If you do not test your puppy's blood for Exocrine Pancreatic Insufficiency, this guarantee in its entirety is null and void.

Environmental Conditions For The Puppy:

The owner shall provide the puppy a clean, sanitary, humane, and safe living environment that meets all of the local animal control laws. The puppy shall not be left outdoors to suffer exposure to extreme temperatures of heat or cold. The puppy shall never be left tethered (i.e. chained, roped to an object) as a means of confinement. The puppy shall have adequate living space to allow it room to run and exercise. Unless the area in which the puppy is allowed to exercise outdoors is greater than .3-.5 acres, it will probably be necessary to take the puppy on frequent walks. The puppy shall receive adequate and regular veterinary care including keeping the puppy's required vaccinations up to date. The puppy shall be fed a super premium or premium quality dog food. We also recommend Vibrant Pets Show Dog Formula vitamins for puppies up to a year old and Vibrant Pets Canine Athlete Formula for adult dogs over a year old. This supplement contains everything your puppy/adult dog needs to enhance coat and skin conditions, protect joint and muscles, reduce stomach issues and enhances the immune system. (I can get these supplements for you at my cost and ship it to you as needed.)

The degree to which your puppy is further guaranteed depends upon the quality and grade of puppy you have purchased.

Companion/Pet Grade:

You have chosen to purchase a companion/pet grade puppy. It is a puppy, which may have been determined to have a disqualifying trait, which deviates from Shiloh Shepherd Breed Standard to the extent that a decision has been made that the puppy should not be used for breeding or show purposes. A companion/pet grade puppy could also be a puppy, which does not possess a particular trait deemed essential to the Shiloh Shepherd Breed Standard. The decision that a puppy is a companion/pet grade puppy is usually made by Shiloh breed experts during a litter evaluation. Your puppy will become a loving and pleasurable companion who provides you with friendship and devotion if you give it love, a good home, and proper care.

Companion/Pet Quality Puppy Ownership Requirements:

The ownership of a companion/pet quality puppy carries with it the obligation to fulfill certain requirements.. All puppies sold by Abba's Shilohs are sold outright. As the owner of a companion/pet quality puppy, you agree to the following conditions and requirements:

A companion/pet quality puppy is not sold to be used for breeding. Owner agrees that the puppy will not be intentionally used for any breeding purposes prior to it being sexually neutered. The puppy shall be sexually neutered at the expense of the owner once it reaches twelve (12 months) of age for females and fifteen (15 months) for males.

By the time a breed/show quality puppy is fourteen (14) months of age, owner shall furnish Abba's Shilohs a copy of the hip x-rays taken by a qualified veterinarian for the purpose of certification performed by one of the following organizations: University of Pennsylvania for America (PennHIP); or Orthopedic Foundation for Animals (OFA). The cost of such x-rays and certification shall be borne by owner.

If you do not test your puppy's blood for Exocrine Pancreatic Insufficiency, this guarantee in its entirety is null and void.

If your puppy's heart is not tested by a cardiologist for Subaortic Stenosis, between the age of twelve and fourteen months, this guarantee in its entirety is null and void.

The primary registration of the puppy will be with the NSBR. Forward a copy of the registration certificate(s) to Abba's Shilohs.

Temperament Testing- We encourage, but it is not required, that the owner submit the results of either a passing Temperament Test, Therapy Puppy Test, or a Canine Good Citizen Test (CGC) performed by a certified tester.

Abba's Shilohs is always available as a source of information and advice. When requirements A through E are fulfilled, Abba's Shilohs shall release its ownership interest in the puppy to the owner, causing registration papers to be issued in the owner's name as 100% owner.

Breeding/Show Quality Puppy Ownership Requirements:

The ownership of a breeding/show quality puppy carries with it the obligation to fulfill certain requirements before you own a 100% interest in your puppy. All puppies sold by Abba's Shilohs are sold on a co-ownership basis. Co-ownership means that, until certain requirements are met other than the payment of the purchase price, Abba's Shilohs retains an ownership interest in the puppy you have purchased and reserves the right under special circumstances to demand that the puppy be returned to the possession of Abba's Shilohs at the expense of the owner and without a refund of the purchase price of the puppy. As the owner of a breeding/show quality puppy, you agree to the conditions and requirements in the attached Breeders Agreement/Co-Ownership Contract. By the time the puppy is fourteen (14) months of age, owner shall furnish Abba's Shilohs a copy of the hip x-rays taken by a qualified veterinarian for the purpose of certification performed by one of the following organizations: University of Pennsylvania for America (PennHIP); or Orthopedic Foundation for Animals (OFA). The cost of such x-rays and certification shall be borne by owner. When Abba's Shilohs receives copy(s) of the x-rays and the certification report, the owner shall receive a \$100 cash rebate from Abba's Shilohs.

If you do not test your puppy's blood for Exocrine Pancreatic Insufficiency, this guarantee in its entirety is null and void.

If your puppy's heart is not tested by a cardiologist for Subaortic Stenosis, between the age of twelve and fourteen months, this guarantee in its entirety is null and void.

All puppies produced from the breeding of said dog/bitch, will be micro chipped and properly registered pursuant to the National Kennel Club (NKC) or NSBR prior to being delivered to their new homes. They may be dually registered in other registries.

Temperament Testing - We encourage, but it is not required, that the owner submit the results of either a passing Temperament Test, Therapy Puppy Test, or a Canine Good Citizen Test (CGC) performed by a certified tester.

Conformation:

Only breeding/show puppies are sold with the following Conformation Guarantee:

Hanging Ears – Your puppy is guaranteed to have erect ears by 15 months of age. The time of development for a Shiloh puppy's ears to be upright and alert varies from twelve weeks to twelve months. Sometimes an extremely large bodied puppy's ears will not be permanently strong until 15 months. The set of the ear is not to be mistaken for lack of strength. Ear difficulties must be brought to Abba's Shilohs attention at the first sign of problem.

Monorchidism or Cryptorchidism- all breeding/show quality males will always be sent from Abba's Shilohs with two descended testicles.

Overshot or Undershot Bite –The puppy is guaranteed to have a breed correct bite preventing development of an unacceptable bite due to hereditary influences and is therefore disqualified from breed ring competition.

Height of Puppy – The height of your puppy is guaranteed to make minimum standard height of 26" for bitches and 28" for males by full maturity at 36-48 months of age.

Transfer or Encumber Ownership:

Owner shall not transfer or encumber ownership of the puppy in any fashion without the express written consent of Abba's Shilohs. Abba's Shilohs has first refusal if owner should find that they can no longer keep the puppy for any reason. Abba's Shilohs will take back the puppy at any time and for any reason during the puppy's life. Please contact us if you are having any difficulty with your puppy. We may be able to resolve the issue before it becomes a serious problem.

Legal Responsibility for The Puppy:

Owner is assuming total responsibility for the puppy and the actions of said puppy. Under no circumstances shall Abba's Shilohs, or its owners thereof, be held liable for the acts or omissions of owners with regard to said puppy; the puppy's actions toward others; or the negligence of owner. In the event Abba's Shilohs is made a party to any litigation as a result of any acts or omissions of the owner or the puppy, owner shall indemnify and hold Abba's Shilohs and its owners thereof, harmless from any and all damages, costs of litigation, including attorney's fees and hiring investigators.

Notice Requirement:

Both parties hereto agree to notify each other within thirty (30) days of any change of address, email, or telephone numbers. Failure to provide such information shall be a breach of this agreement and entitle the non-notified party to recover all costs incurred in locating the party who has changed their address, email or telephone numbers including attorney's fees and costs of hiring investigators.

I/we, being the buyer(s) and owner(s), hereby acknowledge that I/we have fully read and understand the stipulations for this Puppy Guarantee and Contract. I/we agree without reservation to all items and terms of this contract. Payment of \$_____ has been made to Michelle T. Wirrell on this date for the purchase of the puppy identified below.

This agreement is governed by the laws of the State of Virginia.

Owner/Buyer _____ Date _____

Owner/Buyer _____ Date _____

Address _____

Telephone #s _____

Co-owner/Breeder: Abba's Shilohs

Michelle T. Wirrell _____ Date _____

Puppy Identification Information

Puppy's ID: _____ Microchip #: _____ Gender: _____

DOB: _____ Color: _____

Coat: _____

Dam of Puppy: _____

Sire of Puppy: _____

Category: ___ Companion/Pet ___ Show/Breeding ___ Breeding Potential