

## **Health Guarantee**

Jackson's Kennel believes in breeding dogs to FCI and AKC breed standards. We breed to the best of our knowledge healthy, sturdy, even tempered dogs. All puppies sold come with a minimum of their first set of shots and one vet check. They are available for their new homes starting at 8 weeks old. Cropped puppies stay until their stitches are out. All Deposits are nonrefundable. This agreement ("Health Guarantee"), henceforth the Effective Date, as dated 01/01/2024, is between Jackson's Kennel/Kalee Jackson ("Breeder"), and Buyer ("Buyer"). Buyer agrees to place a deposit ("Deposit") on a Doberman Pinscher dog/puppy from Breeder in good faith to purchase a dog/puppy.

## **The Guarantee**

Jackson's Kennel will replace a dog/puppy that does not meet our health standards. If the dog/puppy does not necessitate replacement, Breeder will offer a future dog/puppy at a discount, consider a purchase price reimbursement, or offer a one-time vet care reimbursement. *Please note ALL dogs and puppies are sold as-is. Replacement or refund is at Breeder's discretion. Conditions and limitations apply. Please read the entirety of this document for requirements and restrictions.* This health guarantee is a voluntary service offered by Breeder and can be rescinded without notice at any time. A signed purchase agreement is required for the health guarantee to be valid.

The guarantee is valid until the dog/puppy is aged 2 years and 0 days. To qualify for the guarantee the dog/puppy is to be registered with the AKC (certificate in hand, not the application), have active pet insurance starting within a week of the dog going to its home, have been evaluated by a licensed veterinarian 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, have had all 4 sets of their core vaccines in the appropriate time-frame, received the Rabies vaccine, maintained annual vaccinations, and have had no abuse/neglect/aggression. Buyer must provide proof of vet evaluation services for all household pets, vet contact information, proof of annual vaccinations including for Parvo for all household pets kept current from the day the Jackson's Kennel pet was purchased, and be willing to schedule a home inspection to be done, all proofs provided within 24 hours of the diagnosis. Below is a list of qualifying health conditions for the guarantee:

- Dilated Cardiomyopathy until aged 2 years 0 days – must provide EKG, echo/heart ultrasound or x ray, lab results and the performing vet's info
  - Lab testing: Aspartate aminotransferase (AST), Globulin (GLOB), Potassium (K), Troponins, Natriuretic Peptides (ANP, NT proBNP, BNP and NTproBNP)
- vWD (Von Willebrand's Disease)- only if the plasma vWF is tested by a licensed vet resulting in being diagnosed as severely affected (vWF:Ag values less than 15%), breeder reserves the right to test the dog by their preferred vet, genetic VWD testing must be performed as well
- Acute Unexplainable Death - must provide proof of Necropsy and results
- Case by Case terminal/unreasonably poor quality of life diagnosis

If Buyer's dog/puppy is diagnosed with one of the above conditions please contact Jackson's Kennel IMMEDIATELY – within 48 hours of diagnosis- to see if Buyer qualifies for a replacement dog or a one time medical expenses discount. Failure to provide pet insurance, AKC registration (not certificate application), proof of diagnosis, to use an OFA/PennHIP participating vet, to allow a home inspection, etc. will result in immediate termination of the contract and the guarantee is void. Final decision is at Breeder's discretion. Breeder may perform a spontaneous home inspection.

Crate/kenneling injuries or death are not covered by the health guarantee. Dog bites, scratches and any/all other injuries by the Jackson's Kennel dog to its Buyers, household members, and all other peoples or animals are not covered. Jackson's Kennel dogs that are lost, missing, run-away, stolen, split custody, and confiscated are not covered.

## Conditions and Ailments Not Covered:

Associated changes which may occur with moving a dog/puppy to a new home; including but not limited to;

- Mental/Emotional stress
- Low blood sugar
- Loose stool/bladder
- Vomiting, panting, pacing
- Running away/getting loose
- Dying or injured during an accident
- Coccidia (which can be brought on by stress and can develop within hours in transport)

Common canine diseases, including but not limited to;

- Parvovirus
- Distemper
- Adenovirus
- Blastomycosis
- Parainfluenza
- Herpes
- Coronavirus
- Leptospirosis
- Bordetella
- Lyme Disease
- Kennel Cough

Common canine ailments, including but not limited to;

- Vaginitis/Balanoposthitis
- Bladder/Kidney Infection
- Urinary Tract Infections
- Incontinence
- Hernia
- Food Allergies
- Environmental Allergies
- Sensitive Skin
- Arthritis
- Asthma
- Entropion
- Ectropion
- Dysphagia
- Cherry Eye
- Cervical Spondylomyelopathy (CSM)/Wobblers
- Heart Murmur, Arrhythmia, Ectopic Beat/Extrasystole
- Thyroid Disorders
- Organ prolapse related to straining or breeding

Common canine parasites, including but not limited to;

- Whipworm
- Roundworm
- Hookworm
- Tapeworm
- Giardia
- Fleas
- Mites
- Heartworm
- Demodex (Demodectic mange, autoimmune)

It is important to notify Breeder immediately if Buyer's dog is diagnosed with parasites

Common canine physical conditions including but not limited to;

- Fails to meet breed, show, working or competition standard
- Underbite/Overbite/malocclusions
- Recessed vulva/Hooded vulva
- Undescended testicle(s)/Erectile Dysfunction
- Dysplasia (hip, knee/patella, elbow, dentin/enamel, etc.)
- Cryptorchidism
- Erectile Dysfunction

Common canine behavioral conditions including but not limited to;

- Anxiety
- Depression
- Skittishness
- Destructive behaviors (chewing, digging, pacing, gnawing, etc.)
- Submissive peeing
- Marking
- Barking, howling, screaming, whining, growling, snarling, etc.
- Hyperventilating
- Excessive energy/Hyperness
- House manners complications
- House breaking complications
- Biting
- Injury sustained under the new Buyers care (ingesting a foreign object, ingesting a poisonous item/food/liquid, heat stroke, heat exhaustion, broken/fractured/dislocation/subluxation of bone/limb, bowel obstruction, burn, laceration, etc)

**PARVO DISCLOSURE:** If Buyer's dog/puppy is diagnosed with Parvo contact Breeder *immediately*. If more than 24 hours pass between the diagnosis and contacting Breeder the guarantee is void. If the dog/puppy contracted Parvo during its time with Breeder then Breeder will replace the dog/puppy after the claim is properly filed and evaluated. Parvo has an incubation period of 7-10 days from the point of infection. All Jackson's Kennel dogs are vaccinated against Parvo upon leaving. Our Parvo guarantee is valid for 14 days from leaving our care. Any dog/puppy that contracted Parvo after the 14 day transition period has done so in the new environment and not from Breeder. Parvo is extremely contagious, spreads easily and is resistant to cleaners and temperature. It is crucial the dog/puppy is vaccinated completely on schedule to help prevent contraction.

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## **Congenital Defect Clause**

Congenital defects are considered on a case by case basis. As with any living being defects can happen regardless of parental health, pedigree, history and genetics. There is no test available prior to birth to determine if a breeding may produce a congenital defect. Most defects can be surgically corrected or managed with appropriate veterinarian care. Most congenital defects are a rare, unexplained, unpredictable occurrence. Congenital defects are a risk when buying any breed/species/animal at any age. Congenital defects can range from benign to terminal.

Life threatening and terminal congenital defects are subject to a replacement dog/puppy. Should a suitable replacement dog/puppy not be available within a reasonable timeframe a full purchase price reimbursement may be offered. Reimbursement is case-by-case and is not guaranteed. Life threatening and terminal defects are defined as ones severely affecting the quality of life for the dog or its ability to perform normal tasks such as eating and voiding/defecating. The dog must either be returned to Jackson's Kennel or euthanized humanely. The dog may be returned to us for euthanasia if the Buyer cannot afford or is unable to emotionally. We will not replace a dog or offer partial or full purchase price reimbursement if the Buyer decides to take a different course of action than is recommended by Breeder. Should the Buyer/buyer decide to take a different approach than what Breeder recommends the guarantee is void.

We do *not* cover congenital defects not leading to loss of life or to unreasonably poor quality of life. Non-life threatening defects may qualify for a one time, limited, medical veterinarian expense reimbursement. Reimbursement is at Breeder's discretion and subject to Breeder's opinion of the situation. The reimbursement would be no less than \$200 USD and no more than \$1000 USD. Each situation is considered individually. Reimbursement is at Breeder's digression and is not guaranteed.

## **Voiding and Disqualifying Conditions**

The guarantee is void if the dog/puppy; has not completed its core and annual vaccination series, does not have the original AKC certificate in hand, does not have active pet insurance (starting within a week of the dog going to its home), was not evaluated by a licensed veterinarian within 7-10 days from being sent home, did not have had all 4 sets of their core vaccines in the appropriate time-frame, didn't received the Rabies vaccine at 12 weeks old, did not maintain annual vaccinations, failed to meet age appropriate weight and health marks, and a documented history of maltreatment/animal abuse/neglect or aggression. The guarantee is void if the dog/puppy is brought into a living environment with another household pet that is not up to date on species appropriate shots, and is not current on its annual evaluations prior to the aforementioned dog's/dog/puppy's purchase date. Household pets include, but are not limited to, dogs, cats, rodents, rabbits, birds, and reptiles. The dog must be crate trained until fully housebroken. Only a family pet: The guarantee is immediately void if the dog/puppy is being raised or used for any other use besides a companion. Dog's purchased with the intention to breed are covered on a case-by-case basis. If a dog is bred prior to 2 years old the health guarantee is void.

Home inspection: Breeder reserves the right to schedule a home inspection in the event fraud or animal abuse is suspected, but will notify the Buyer of the date and estimated time-frame the inspection will take place. If no one is home or no one answers the door the guarantee is void. Breeder reserves the right to take pictures of the living environment to help determine if the claim is valid or void. If the Buyer declines a home inspection the guarantee is immediately void. If the home inspection fails to meet Breeder's standards the guarantee is void. To pass a home inspection the home must be clean, free of excessive mold, no household cleaners and chemicals in easy access, the dog is obviously kept as an indoor pet, no unsecured trash or indigestibles (laundry, toys, children's toys, etc), a clean dog crate/kennel, obvious access to food, and constant access to fresh, clean water. A fence is not required.

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## **Regarding Claims**

All claims must be filed within 48 hours of the diagnosis and will be reviewed by Breeder and Jackson Kennel's vet of choice. If the dog is deceased a necropsy must be performed. A copy of the dog's vet records forwarded to Jackson Kennel's veterinarian of choice. Included vet records must be the necropsy (if the pet is deceased), blood work results, service records, shot records, examinations, and any notes pertaining to the dog's condition. *Breeder reserves the right to void the guarantee at any time if Breeder suspects misuse, mistreatment, abuse, neglect, falsified information, and/or dishonesty from the Buyer and/or veterinarian.* A cause of death should be recorded on pedigreedatabase.com or another website, or with Breeder to help ensure pedigree research and longevity tracking is accurate. To file a claim contact Breeder via email at [jacksonskennel@gmail.com](mailto:jacksonskennel@gmail.com) or via the website ([jacksonskennel.com](http://jacksonskennel.com)). Leave a detailed message including Buyer's name, phone number, email, veterinarian information, dog's name, dog's birthday, AKC registration number, the pet insurance company and policy number, a current address, date of diagnosis, diagnosing vet's contact info, and a summary of the diagnosis. Any missing information is subject to void the guarantee. Breeder reserves the final decision to honor the guarantee.

## **Regarding Slander**

Jackson's Kennel will void the guarantee and pursue immediate legal action if the Buyer or someone on behalf of the dog's Buyer slanders, defames, gossips, belittles, is rude, is aggressive, is demanding, is unreasonable, is uncooperative with Breeder's decisions, suggestions and options, etc.. Jackson's Kennel saves all correspondences. We strive to resolve all disputes cordially and civilly. All matters pertaining to one of our dogs or our breedings should be addressed with us immediately and not online, publicly or privately.

## **Right to Pursue Legal Action**

Should the new Buyer be unsatisfied with their dog they are to maintain professionalism and remain courteous to Breeder at all times. The attitude and tone is taken into consideration when determining the health guarantee and any assistance provided by Breeder. Aggressive, slanderous, demeaning, accusatory, belligerent, belittling, threatening, and such communications immediately void the health guarantee. We absolutely do not tolerate abuse in any manner of us, our dogs, our clients and our affiliates. We will not hesitate to pursue legal actions. All disputes must first be attempted to be settled with an unbiased licensed civil mediator.

## **Spay/Neuter Clause**

Jackson's Kennel does not require Buyer to spay or neuter Buyer's pet. Research suggests pediatric alterations can have unfavorable health consequences (such as mood disorders, weight gain, ligament ruptures, increased cancer rates, and even autoimmune diseases). We at Jackson's Kennel feel the decision to alter is a personal choice between Buyer and Buyer's vet. We feel it's in a dog's best interest to delay alteration. Should Buyer decide to alter, we ask Buyer to wait until the dog is finished growing (1.5-2 yrs old). We recommend Buyer has x-rays to determine when bones have fused. We highly suggest Buyer consider a hormone sparing alteration for Buyer's pet. This option is slowly increasing in popularity and keeps those vital hormones in Buyer's dog's system.

## **Photos and Communication**

Jackson's Kennel takes great pride in our dogs, our lines, and our puppies. Any pictures, messages, emails, texts, and updates become property of Jackson's Kennel and its breeder and may be used in advertising or shared with potential clients. Photos sent to Jackson's Kennel and its breeder are property of Jackson's Kennel and its breeder, unless requested otherwise. Photos showing faces will be altered to protect identities. Names and all personal information will be removed/covered to protect the individuals. We may quote or use usurps of messages, updates, texts and other conversations in our advertising, on our website, and in discussions with potential clients. Buyer reserves the right to request not to be quoted or have Buyer's conversations and/or photos used in advertising. We will never use Buyer's identifying information

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in advertising or with potential clients. Those who agree to be references may be contacted by potential clients. We ask that Buyer provide honest and transparent opinions of us and of Buyer's dog.

**Returned Dogs & Refunds:** In the event a Jackson's Kennel dog/puppy is in need of being rehomed the dog/puppy is to be returned to Breeder. No dog bred by us should ever wind up in a shelter or rescue. Dogs returned to Breeder may be rehomed/sold. There are no refunds for returned dogs, nor repayments should the dog be rehomed/sold. Jackson's Kennel may also help rehome dogs and find a suitable adopter should the Buyer no longer be able to care for it.

**Vetting Requirements:** All vetting must be under the supervision and care of a licensed veterinarian. Holistic veterinarians are acceptable but all diagnoses and care plans must be reviewed and approved by a traditional medicine practitioner veterinarian. Herbs, tinctures, tonics, essential oils, detoxifications, cleanses, and alternative/complementary medicine or therapies are not accepted as valid preventative or treatment options. Massage, laser therapy, chiropractic therapy, acupuncture, and any pseudoscience practices are not accepted as preventative treatment or medical treatments though may be accepted as complimentary care if prescribed by a traditional medicine veterinarian not affiliated with a holistic clinic. All Jackson's Kennel dogs must be kept current on deworming, flea and tick prevention, heartworm prevention, and vaccination as recommended by the AVMA (American Veterinary Medical Association) and the CAPC (Companion Animal Parasite Council). Monthly flea and tick control is required, whether that be a topical, pill, chew, collar, or injectable. Monthly parasite control is also required. Many heartworm prevention medications also help prevent internal parasites such as hookworm, whipworm, tapeworm, and roundworm. There are many affordable over the counter options available such as powders, granules, liquids, and pills.

All dogs must maintain the recommended AVMA vaccine schedule:

- 4 weeks old - DPv
- 6 weeks - Kennel Cough/Bordetella/Influenza, Parvo, DHPP
- 8-9 weeks- DHPP
- 10-12 weeks- Rabies, DHPP, +Lepto, Coronavirus, Lyme
- 14-16 weeks- DHPP, +Lepto, Coronavirus, Lyme
- 12 months/annual- Rabies, DHPP, +Lepto, Coronavirus, Lyme

**Feeding Requirements:** All Jackson's Kennel dogs must be fed a diet that meets standards set by the AAFCO (American Animal Feed Control Officials). Fad diets will immediately void the health guarantee. Diets that will immediately void the health guarantee include but are not limited to:

- Any method of raw feeding including but not limited to BARF, BARD, Whole Prey, Commercially available raw feeds, homemade raw feeds
- Homemade kibble or other homemade feeds
- Exotic meat based feeds (including but not limited to kangaroo, shark, crocodile, alligator, ostrich)
- Paleo, Keto (Ketogenic), Vegan, Carnivore/Meat Only and other such diets
- Grain Free
- Low Fat (unless prescribed by Buyer's Veterinarian)
- Insect Based Diets
- Plant Based Diets
- Supplemental feeding of uncooked meat, eggs, and fish

Supplemental feeding of cooked meats and raw cleaned vegetables and fruits are acceptable. Exceptions are strictly to those dogs who have had a valid allergy test performed by their veterinarian and are prescribed an alternative diet. Commercial dog allergy testing using hair, saliva or blood droplet is an invalid allergy testing method. Accepted allergy testing methods are only skin prick test, patch skin test, and blood IgE tests.

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**Housing and Living Environment Requirements:** Buyer's dog must be supervised at all times unless crated, boarded, or with a designated supervisor. Breeder will void the health guarantee if the dog is unsupervised in an unaccepted long-term containment or is in an unsafe environment. Buyer's dog must be crate trained, crated at night and when unsupervised (exception being when outside in a safe, enclosed area; ie inside an electric invisible fence or inside a fenced yard) until the dog is one year old. The exception to crate training is if the dog attends a dog daycare or is boarded/kenneled when not supervised. Acceptable long-term containment methods include but are not limited to:

- fenced yard
- electric fenced yard
- Trolley Tie-out System
- dog daycare
- dog babysitter
- housed by a trusted individual(s)
- crated/kenneled indoors at the dog's residence
- Long-term containment methods that immediately void the health guarantee include but are not limited to:
  - wire, chain, nylon, plastic and such tie-out systems
  - outdoor kennel
  - outdoor dog house
  - crated/kenneled in an uninsulated garage
  - free roaming the dog's residence prior to 1 year old
  - Long-term containment is defined as the method in which the dog is housed or held when directly unsupervised for a period of time longer than 30 minutes.

Unsafe environments include but are not limited to:

- unattended around children
- unattended around other pets and animals
- unattended around strangers and any person or being who does not daily reside at the dog's permanent residence
- kept in a space smaller than the dog's height and width plus room to turn around, sit up, and lay down comfortably

**Collar, Leash and Harness Notes:** There are thousands of variations in dog restraints. It is advised to use a leather collar made from ethically sourced leather using quality steel clips/buckles, not plastic. Nylon is a common allergy/irritant and is best limited to short term use such as harnesses and leashes. Head harnesses should be avoided as they place the head/neck in unnatural positions putting strain on the cervical neck. Harnesses that cross over the chest should be low enough to avoid pressure on the lower trachea and esophagus, ideally crossing over the shoulders and across the upper chest/prosternum.

**Traveling with Buyer's Dog:** Jackson's Kennel's health guarantee doesn't cover dog's that have traveled outside the United States, are currently traveling outside the United States, or move outside of the United States (temporarily or permanently). It is the Buyer's responsibility to ensure their dog is healthy enough to travel and is adequately immunized against the recommended diseases and illnesses of the location being traveled through and to and prior to traveling outside of the United States. Jackson's Kennel will not be responsible for any ailments, diseases, illnesses, parasites, and such the dog may contract during traveling. Jackson's Kennel is not responsible nor will cover dogs that are injured or die while traveling or related to traveling outside of the United States. It is advised to obtain a health certificate and full veterinary exam prior to traveling.

### **Non-refundable Deposit and Payments**

All Deposits to hold a dog and any payments made towards the dog's purchase are *non-refundable*. Meaning regardless of the reason to not purchase or to cancel the purchase no refund will be made, no exceptions. Deposits and

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payments are considered a commitment to the purchase. At time of commitment the dog/puppy is reserved solely for Buyer and no one else. Should that commitment be broken the Deposit and any payments made towards are acknowledged as fees for care, holding and housing. Deciding to not purchase the dog cancels the purchase agreement and the dog is immediately listed for resale. If Buyer changes their mind regarding the cancellation and the dog is still available with no pending interest, commitments or Deposits, then he/she may resume where they left off. Should the dog be a dog/puppy then there will be a purchase reinstatement fee of an additional \$50 due at time of recommitment. This form provides proof of no refund available. Our Nonrefundable term is clearly stated and can be found online and in Buyer's dog/puppy packet.

Possible reasons to cancel purchase may include but are not limited to:

- Changed mind
- Health concerns
- Allergies (self or family)
- Moving
- Distance to travel to make payments or to pick up
- HOA doesn't allow
- Rental/Lease doesn't allow
- Landlord doesn't allow
- Home inadequate/not enough room
- Found another dog elsewhere
- Found a cheaper dog
- Found a better dog
- Disagree with breeder
- No stated reason
- Family member said no
- Declined to sign contracts
- Lost job
- New Job/Job Change
- Dislike health testing done
- Prefer different breeder
- Vacation planned
- Death in the family
- Misunderstood the terms
- Didn't know it was nonrefundable
- Deposit/purchase choice on a whim
- Don't like/want/need the breed
- Don't like/want/need the color
- Don't like/want/need the sex
- Prefer a different dog, ect.

The nonrefundable clause is clearly stated and easily accessible on our ads, websites, contracts, and agreements. There is no exception for a refund. All sales are nonrefundable. On each receipt "nonrefundable" is clearly written as well as with a signature of Buyer. By making any form of Deposit and/or payment Buyer is aware and agrees to the terms for non-refundable Deposits, payments and accounts. Buyer's signature (aka Buyer's) is not necessary to the terms. All Buyers are subject to the non-refundable terms regardless of a signature.

**Conclusion:** By purchasing a Jackson's Kennel Doberman Buyer is committing to a lifetime, forever home for that animal. Buyer promises to provide proper stimulation, engagement, enrichment, training, and healthcare for Buyer's Doberman. Should Buyer be faced with needing to rehome Buyer's dog Buyer agree to return the dog to Breeder or to have Breeder assist Buyer in finding a suitable new home. Breeder does his/her best to disclose the health and physical condition to Buyer prior to or at the time of sale. All dogs and puppies are sold as-is. Breeder is not responsible for dogs sold as breeding prospects that fail to meet breed or health standards. Congenital defects are considered on a case by case basis. We do not cover non-life threatening congenital defects and non-life threatening genetic disorders. All refunds for the purchase price as case by case. One time veterinary medical expense reimbursement requests are evaluated on a case-by-case basis. Buyers assume all rights, care and responsibility at the time of dog/puppy pick up. By placing a Deposit to reserve a dog/puppy Buyer is aware all dogs/puppies are sold as-is where-is.