

DATE_____

NEW SKETE SHEPHERDS: Puppy Application

Monks of New Skete, P.O. Box 128, Cambridge, NY 12816-0128 (518) 677-3928

Name (print)_____

Address_____

City_____ State_____ Zip_____

Email_____

Ph: Home_____ Work_____ Cell_____

Puppy gender preference: Male ___Female ___Either ___

What is your primary interest in having one of our shepherds?

Companion___ Obedience work___ Other_____

What activity level would you prefer? High___Medium___Low___

What temperament tendency? Quiet___Average___Independent___Dominant___

Is this your first German Shepherd?___What breed of dogs have you previously owned?

What pets do you currently own (dogs included)?_____

If you currently own a dog/s, what are the age/s and sex of each dog?

Have you examined the sales policy? Yes___ No___ . Are you committed to caring for this dog for its' lifetime? Yes___No___ Are you willing to spay/neuter this dog? Yes___, No___ (if not, why?)_____

Family Data: Number of people living in household: ___ Ages of those in household___

Occupations of Adults:_____

Do you live in an **Urban**___**Suburban**___**Rural**___environment: House___Apt.___

Fenced in yard? Yes___ No___

Have you read our books on puppy care and dog training? Yes___No___

How did you hear of us?_____

Please answer the following questions using the space provided.

1. Why do you want a German Shepherd dog (instead of another breed)?
2. If both adults in your household work during the same time period, where would your puppy/dog be during that time. Describe a typical day in the life of your puppy.
3. Have you raised a puppy before? Did you attend training classes or train the pup/dog yourself?
4. We do not ship puppies by air, however, you do have the option of flying into Albany Airport, driving to New Skete, and taking your pup back with you by air. How would you plan on getting your puppy? (Please be specific regarding mode of transportation)

The cost of a puppy is \$2500.00 - \$3000.00 (Plus NYS sales tax), subject to change according to the value of the individual breeding. The following payment types are accepted: Visa, MasterCard, American Express, cashier's check, money order, personal check or cash. Payment is required at time of pickup of dog. All payments are non-refundable. We reserve the right not to sell a dog to anyone. The buyer is responsible for the appropriate training of this dog.

Please sign and return this entire page, plus initialed New York State Sales Policy

I have read the above conditions of sale. I understand and agree to all of the above conditions of sale, as indicated by my signature:

Date: _____ ***Buyer's Signature*** _____

Buyer's name (print) _____

SALE OF DOGS AND CATS NOTICE

Article 35-D of the General Business Law, hereinafter referred to as "the Law", sets forth certain rights which arise when a consumer purchases a dog or a cat from a pet dealer. Pursuant to the Law the Commissioner of Agriculture and Markets has promulgated regulations which require a pet dealer to provide certain information to a consumer in writing upon the sale of an animal. Such information shall include a description, including the breed of the animal, the date of purchase, the name, address and telephone number of the consumer and the pet dealer and the amount of the purchase. The pet dealer shall certify such information by signing and dating the document in which it is contained. Additionally, every pet dealer who sells an animal required to be vaccinated against rabies, to a consumer shall provide the consumer at point of sale with a written notice summarizing rabies immunization requirements.

The Law further provides that if, within fourteen business days following the sale of a dog or a cat, a veterinarian of the consumer's choosing, licensed by a state certifies such animal to be unfit for purchase due to illness, a congenital malformation which adversely affects the health of the animal, or the presence of symptoms of a contagious or infectious disease, the pet dealer shall afford the consumer the right to choose one of the following options:

- * The right to return the animal and receive a refund of the purchase price including sales tax and reasonable veterinary costs directly related to the veterinarian's certification that the animal is unfit for purchase;
- * The right to return the animal and to receive an exchange animal of the consumer's choice of equivalent value and reasonable veterinary costs directly related to the veterinarian's certification that the animal is unfit for purchase; or
- * The right to retain the animal and to receive reimbursement from a pet dealer for veterinary services from a licensed veterinarian of the consumer's choosing, for the purpose of curing or attempting to cure the animal. The reasonable value of reimbursable services rendered to cure or attempting to cure the animal shall not exceed the purchase price of the animal. The value of such services is reasonable if comparable to the value of similar services rendered by other licensed veterinarians in proximity to treating veterinarians. Such reimbursement shall not include the costs of initial veterinary examination, fees and diagnostic fees not directly related to the veterinarian's certification that the animal is unfit for purchase.

The law requires that any refund and/or reimbursement required shall be made by a pet dealer not later than ten business days following receipt of a signed veterinary certificate as herein required. Such certification shall be presented to the pet dealer not later than three business days following receipt thereof by the consumer.

The Commissioner of Agriculture and Markets has prescribed a form for the certification that an animal is unfit for purchase which shall be provided to a consumer by an examining veterinarian upon the examination of a dog or cat subject to the Law. That form includes information which identifies the type of animal, the owner, the date and diagnosis of the animal, the treatment recommended, if any, and an estimate of the actual cost of such treatment. Such form also includes this notice.

The Law provides that a veterinary finding of intestinal parasites shall not be grounds for declaring the dog or cat unfit for sale unless the animal is clinically ill due to such condition. An animal may not be found unfit for sale on account of an injury sustained or illness contracted subsequent to the consumer taking possession thereof.

The Law provides that if a pet dealer wishes to contest a demand for a refund, exchange or reimbursement made by a consumer such dealer shall have the right to require the consumer to produce the animal for examination by a licensed veterinarian designated by such dealer. Upon examination if the consumer and the dealer are unable to reach an agreement which constitutes one of the options set forth in the Law within ten business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such refund, exchange and/or reimbursement. Nothing in Section 753 of the General Business Law, however, in any way limits the rights or remedies which are otherwise available to consumers under any other law.

For the purposes of the Law, "consumer" means an individual purchasing a dog or a cat from a pet dealer. A pet dealer shall not be considered a consumer. "Pet dealer" means any person, firm, partnership, corporation or other association which in the ordinary course of business engages in the sale or offers to sell more than nine dogs or cats per year for profit to the public. Such definition includes breeders of animals who sell animals directly to a consumer but does not include duly incorporated humane societies dedicated to the care of unwanted animals which make such animals available for adoption whether or not a fee for such adoption is charged.