

Purchase Agreement for Show or Working Potential Dog

This sales agreement is entered into on _____ between Erika Butler hereinafter referred to as SELLER and

Buyer's Name _____

Home Phone _____

Address _____

Work/Cell Phone _____

City, State & Zip _____

Email _____

hereinafter referred to as BUYER, for the purchase of the Rottweiler described below.

Sire: _____ Dam: _____ Sex: _____ Litter Letter: _____

The purchase price for the above described Rottweiler is \$ _____ under the following warranties and conditions, no other warranties or conditions are either expressed or implied. The BUYER has given a deposit of \$ _____ to the SELLER on this date towards the purchase of this dog. This deposit is a commitment from the BUYER to purchase said dog and therefore is non-refundable should the BUYER choose not to complete the purchase agreement. The SELLER agrees to refund the entire deposit if the above described dog is unavailable through no fault of the BUYER.

The balance of \$ _____ is to be paid prior to the BUYER'S receipt of the above described Rottweiler when the dog is between 7 and 8 weeks of age. All shipping and/or other transportation expenses, including any crate necessary for shipping, shall be assumed by the BUYER and will be paid to the SELLER prior to shipment. The AKC registration application will be provided to the BUYER upon complete payment of the purchase price. If registration is delayed for any reason, the registration will be provided to the BUYER immediately upon receipt from AKC.

The BUYER will provide a name for the dog to the SELLER no later than 6 weeks after birth corresponding with the assigned litter letter. If no name is provided by the BUYER within the appropriate time frame a name will be chosen and assigned to the dog by the SELLER. This name and the SELLER'S kennel name will be on the AKC registration (i.e. "A" litter would be Anna von den Dreibergen). After the SELLER completes the AKC individual registration application with the chosen name, BUYER may not alter the name of the dog without the SELLER'S consent.

The SELLER guarantees that at the time BUYER assumes possession of the animal the dog will be of sound health and a current and accurate health record will be provided to the BUYER, the dog will be current on vaccinations, the dog will be positively identified with a microchip, the dog will be of sound temperament and the dog is a purebred Rottweiler with a valid American Kennel Club registration or registration application in process. Further, the SELLER guarantees that both the Sire and Dam have OFA or ADRK hip and elbow certification, OFA Cardiac certification and CERF certification.

The BUYER understands that it is the BUYER'S responsibility to personally inspect the dog and if desired, to have the animal examined by a licensed Veterinarian within 48 hours of possession. Any claims of unsatisfactory health must be made in writing within this first 48 hours of possession. If the health of the animal is found to be unsatisfactory by a licensed Veterinarian, documented in writing with a copy provided to the SELLER, the BUYER may return the animal immediately to the SELLER for a full refund of the purchase price.

Upon receipt of this dog the BUYER shall assume all responsibility for the health, temperament and appearance of the dog. The BUYER agrees to properly train and socialize the dog and maintain the dog at all times in good health and humane condition. It is mutually understood that the BUYER will maintain ownership of this dog and the BUYER may NOT transfer ownership of this dog without the SELLER'S knowledge and consent. If unusual or dire circumstances require that the BUYER must relinquish ownership of this dog, it is agreed that this dog, including signed AKC registration will be immediately returned to the SELLER at the BUYER'S expense.

The SELLER has used their best judgment to evaluate the show/working potential of this puppy. The BUYER understands that there is no guarantee that a puppy evaluated as "Show/Working Potential" will be successful in the show ring or in the work and no warranties are made to that effect.

HEALTH GUARANTEE

If the dog develops a severe genetic health disorder prior to eighteen months of age that directly results in death or mandatory euthanasia of the dog as documented by veterinary records supplied by the BUYER to the SELLER, the SELLER agrees to replace the puppy or refund the purchase price. Replacement or refund is the SELLER'S choice.

If the dog develops hip dysplasia prior to thirty months of age as evidenced by a written Orthopedic Foundation for Animals report, supplied by the BUYER to the SELLER, based on x-rays submitted to OFA, the SELLER agrees to supply a replacement puppy at half the original purchase price or refund half the original purchase price. Replacement or refund is the SELLER'S choice.

If the dog develops a confirmed congenital cardiac condition prior to thirty months of age as evidenced by a written Orthopedic Foundation for Animals report, supplied by the BUYER to the SELLER based on an exam performed by a licensed veterinary cardiologist the SELLER agrees to supply a replacement puppy at half the original purchase price. Equivocal results are not acceptable as confirmed proof of congenital cardiac disease. Replacement or refund is the SELLER'S choice.

The BUYER agrees not to surgically alter the dog in any way or to correct, repair or otherwise modify any disorder or dysplasia without the SELLER'S consent. In the case of a disorder, the SELLER agrees to provide all veterinary documentation of any disorder to the SELLER in a timely fashion. The SELLER has the right to require additional x-rays or testing at the SELLER'S Veterinarian of choice. The BUYER understands the health risks of osteosarcoma associated with spay and neuter of Rottweilers prior to physical maturity and agrees not to spay or neuter this dog under 24 months of age. A replacement puppy shall be from a litter mutually agreed upon by both parties and any payment required for the replacement puppy must be provided to SELLER prior to the shipment or receipt of the replacement puppy. Shipping and/or other transportation expenses for a replacement puppy under the terms of this agreement, including any crate necessary for shipping, shall be assumed by the BUYER and will be paid to the SELLER prior to shipment. If the BUYER desires a replacement or refund as described in this agreement, no replacement or refund shall be given if the BUYER does not adhere to these terms.

CONDITIONAL AGREEMENT FOR BREEDING

The BUYER is purchasing this dog as a show/working potential puppy, the BUYER agrees that this dog will NOT be used for breeding until the following conditions have been met AND the BUYER agrees only to breed this dog to a dog that has also achieved the following minimum requirements:

1. The dog has reached at least 24 months of age
2. The dog has received a passing hip rating (Excellent, Good or Fair) from the Orthopedic Foundation for Animals (OFA) as evidenced by an OFA certificate.
3. The dog has received heart clearance as evaluated by a board certified cardiologist from the Orthopedic Foundation for Animals as evidenced by an OFA certificate.
4. The dog has received a passing Canine Eye Registration Foundation (CERF) rating as evidenced by a CERF certificate.
5. The dog had received an elbow rating from the Orthopedic Foundation for Animals as evidenced by an OFA certificate with authorization to OFA to release abnormal results.
6. The dog is free of any disqualifying faults according to the FCI, CKC or AKC breed standard for the Rottweiler as evidenced by a minimum of 2 adult class show critiques from 2 different judges at USRC shows or the dog has attained an AKC or CKC Championship.
7. The dog has achieved a minimum of a basic obedience title of a BH at an AWDF member club or an AKC CD.

If the BUYER violates any of the agreement or conditions for breeding, whether accidental or intentional, the BUYER shall immediately pay Erika Butler Four Thousand Dollars (\$4,000.00) as liquidated damages.

The BUYER agrees to hereby waive and release the SELLER, their employees, officers and agents from any and all liability of any nature, for any injury or damage or loss the dog may suffer or cause, directly or indirectly, to any property or person, including specifically, but without limitation, any injury or damage resulting from the action of this animal.

This contract contains the entire agreement of both parties and shall be construed and enforced in accordance with the laws of the State of Washington. Both parties specifically agree that there are no other agreements other than those set forth in this document. Both parties agree that if any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Any legal action filed by either party in an effort to enforce this contract will be filed in Clark County, Washington. Each party acknowledges that they have read and understand the terms and conditions of this Agreement and have voluntarily entered into and executed this agreement.

Buyer's Name _____

Seller's Name _____

Signature and Date _____

Signature and Date _____

Signed in duplicate, each party receiving a copy