



Deborah Whitsel, 5151 Ziemer Road, Gladwin, MI 48624

810-240-9430

<http://www.rottweilersroyal.com/>

~ **SALES CONTRACT** ~

BREED: Rottweiler

DATE WHELPEL: _____

SEX: _____

LITTER REG. NO: _____

SIRE: _____

REG. NO: _____

DAM: _____

REG. NO: _____

Here in after referred to as the SELLER/BREEDER transfers ownership to:

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ E-MAIL: _____

Here in after referred to as the PURCHASER the above described dog as:

AKC REGISTERTION TITLE (dog name followed by "Von Haus Royal":

MICRO CHIP NUMBER: "AVID" _____

FOR \$ _____, SELLER/BREEDER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE

WORKING/SHOW ____ COMPANION ____ FEMALE ____ MALE ____ PUPPY FROM THE LITTER DESCRIBED
ABOVE SUBJECT TO THE FOLLOWING TERMS

ADDITIONAL CONDITIONS OF SALE: _____

~ AGREED CONDITION OF SALE ~

PURCHASER: The Purchaser agrees to take this dog to a licensed veterinarian of his/her choice within three (3) working days for a complete health exam. Purchaser will notify "Rottweilers Royal" within 3 working days of the results of said exam in writing. A copy of the veterinarian report e-mailed, or regular mail to "Rottweilers Royal" will suffice as proof. All Purchaser's rights and guarantees under the terms of this contract shall be **VOID** unless the results of the exam are provided to "Rottweilers Royal" in a timely manner as prescribed above.

Should the dog be determined to have a severely debilitating or terminal condition by said licensed veterinarian, the cause of which is attributable to the Seller/Breeder, the Purchaser shall provide the Seller/Breeder a written diagnosis. Said diagnosis may be subject to confirmation by a veterinarian chosen by the Seller/Breeder at the cost of the Seller/Breeder. The Purchaser shall provide access to said dog for examination by the Seller/Breeder's veterinarian of choice. Should these veterinarians not concur with the diagnosis the matter shall then be presented to a third veterinarian mutually agreed upon by the Seller/Breeder and the Purchaser. The cost of the third veterinarian shall be equally divided between the Seller/Breeder and the Purchaser. If a diagnosis is determined to be of genetic ill-fate the Seller/Breeder will either refund the Purchaser the purchase price of said dog or provide a replacement dog of equal value as solely determined by the Seller/Breeder. The Purchaser has the right to retain ownership of said dog or return said dog to the Seller/Breeder.

The Purchaser further agrees to accept any and all financial responsibility for said dog upon completion of this transaction for as long as the dog resides with them and is under their care and control. The Purchaser hereby releases "Rottweilers Royal" from any and all liabilities and damages by fault of said dog while in the care or possession of the Purchaser. Seller/Breeder does not warrant the behavior/temperament of said dog. These damages and liabilities include but not limited to destruction of property and physical damage to another animal, and any person or group of people.

The Purchaser agrees to provide sufficient care, shelter, training, and supervision of the said dog in order to ensure a healthy and secure environment. Periodic notification (annually) shall be provided to the Seller/Breeder in the form of e-mail or written letter showing the development of said dog in pictures and written progress reports. Failure to provide updated information will result in an onsite inspection by the Seller/Breeder within 24 hours of notice provided to the Purchaser. In the event the said dog is found to be in good health and temperament, no further action will be taken. Should the said dog be found to be in poor health and temperament, improperly treated or in an unacceptable environment, the Seller/Breeder shall take action under the "**Rights of Repossession**" clause following in the contract.

Under NO circumstances or for ANY reason may the Purchaser sell or transfer ownership of said dog to another party without written consent of the Seller/Breeder.

SELLER/BREEDER: The Seller/Breeder shall provide medical records of shots, worming, micro-chip information with registration form, etc. and a veterinarian healthy check prior to delivery. The Seller/Breeder will provide the AKC (American Kennel Club) "LIMITED BREEDING" litter application form for the above described dog. The Seller/Breeder guarantees said dog to be in good health at the time of sale.

KENNEL PREFIX: The Buyer shall provide a name for said puppy to the Seller no later than 7 weeks after birth corresponding with the Seller's assigned litter letter. If no name is provided by the Buyer a name will be chosen and assigned to the dog by the Seller. This name and the Seller's kennel name shall be on the AKC registration (example: "A" litter would be "Akyra Von Haus Royal" and the AKC registered name shall not be altered in any way without the Seller's consent.

WORKING/SHOW POTENTIAL DOG: The Buyer must notify the Seller/Breeder upon selection of said dog to the possibility of show intentions. The Seller/Breeder will then disclose potential show puppies in accordance with the “AKC and The American Rottweiler Club – Code of Ethics” which could be considered by the Purchaser. Full AKC Registration will be provided to the Buyer only for the purpose of entry into show or working events. The Seller will use their best judgment to evaluate the show/working potential, however, there is no guarantee that a puppy evaluated as having “Working/Show Potential” will be successful in the show ring or in the working ability and no warranties or guarantees are made to that effect.

The Buyer shall NOT use this dog for breeding unless and until the following conditions have been met and will only be available as a contractual amendment by the Seller:

- 1) The dog has reached at least 24 months of age.
- 2) The dog is proven free of disqualifying faults in accordance with the AKC breed standard for the Rottweiler.
- 3) The dog has received a passing hip rating (Excellent, Good or Fair) from the Orthopedic Foundation for Animals (OFA) and provide proof by means of an OFA Certificate.
- 4) The dog has received a passing heart clearance by a board certified cardiologist and provides proof by means of an OFA Certificate.
- 5) The dog has received a passing eye clearance by a board certified ophthalmologist and provides proof by means of a CERF Certificate.
- 6) The dog has received an elbow rating from the Orthopedic Foundation for Animals and provides proof by means of an OFA Certificate.
- 7) The dog has received a passing thyroid clearance from the Orthopedic Foundation for Animals and provides proof by means of an OFA Certificate.

If said dog becomes severely or terminally ill due to genetic related illness within the first twenty-eight (28) months of life, it is the responsibility of the Purchaser to contact the Seller/Breeder immediately. The Seller/Breeder than has the right to have a second diagnosis done by the Seller/Breeder’s veterinarian of choice at the Seller/Breeder’s full cost. Should these veterinarians not concur with the initial diagnosis the matter shall be presented to a third veterinarian mutually agreed upon by the Seller/Breeder and the Purchaser, and the cost of the third veterinarian shall be equally divided between the Seller/Breeder and the Purchaser. If a diagnosis is determined to be of genetic ill-fate the Seller/Breeder shall 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. The Purchaser has the right to retain ownership of said dog.

COMPANION DOG: The purchase price is based on the assumption that said dog is free of hereditary defects and the Seller/Breeder will disclose any and all minor defects or AKC disqualifications under “Additional Conditions of Sale”. If said dog becomes severely or terminally ill due to genetic related illness within the first twenty-eight (28) months of life, it is the responsibility of the Purchaser to contact the Seller/Breeder immediately. The Seller/Breeder than has the right to have a second diagnosis done by the Seller/Breeder’s veterinarian of choice at the Seller/Breeder’s full cost. Should these veterinarians not concur with the initial diagnosis the matter shall be presented to a third veterinarian mutually agreed upon by the Seller/Breeder and the Purchaser, and the cost of the third veterinarian shall be equally divided between the Seller/Breeder and the Purchaser. If a diagnosis is determined to be of genetic ill-fate the Seller/Breeder shall 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. The Purchaser has the right to retain ownership of said dog.

It is understood and agreed that for the good of the breed, a dog sold as a companion shall never be used for breeding. It is also agreed that no dog shall be sterilized before twelve (12) months of age without the Seller/Breeder's consent. It is highly recommend by "Rottweilers Royal" that females should be sterilized between twelve (12) to eighteen (18) months of age; males should be sterilized between eighteen (18) to twenty-four (24) months of age. The Purchaser agrees that if "Rottweilers Royal" does not receive proof of sterilization from a licensed veterinarian with twenty-six (26) months from date of purchase, Rottweilers Royal has the right to and may retain ownership of said dog. It is the responsibility of the Purchaser of a Companion Dog to ensure that said dog does not breed or be bred accidentally or otherwise intentional. If it is found that said dog has been bred the Seller/Breeder may invoke the "Rights of Repossession" clause and liquidated damages may be assessed as referenced in the following "Conditions" clause.

RIGHTS OF REPOSSESSION: Unless otherwise specified, is limited to and solely for the protection of the animal. This is assure that said dog will not be abandoned or abused, taken to a public shelter, used in a puppy mill or fighting operations, re-sold to another owner or pet store.

In the event of unforeseen circumstances and the Purchaser is unable to maintain ownership of said dog, the Purchaser shall return said dog to the Seller/Breeder. The Purchaser will provide to the Seller/Breeder at the time of return, all medical records of shots, worming, Micro-chip information etc. and the signed AKC registration at the Purchaser's expense.

"Rottweilers Royal" and Deborah Whitsel/Frank Kordus reserves the right to refuse replacement of any dog returned for temperament or hip problems caused by the Purchaser's negligence or abuse. This includes but not limited to over/under feeding said dog especially during the first two years, excessive exercise, and improper socialization and lack of behavior training. Any refund or monetary consideration will be solely determined by the Seller/Breeder.

It is understood that at any time for the good of said dog, any and all threats to do harm or to abuse, to sell or abandon, to be immediately re-claimed by the Seller/Breeder and liquidated damages shall be assessed as referenced in the following "Conditions" clause.

CONDITIONS: It is understood and agreed that the Purchaser will be responsible for all costs associated with the return or retaining of said dog such as but not limited to: veterinary diagnosis and treatments, medical and laboratory tests, delivery, travel and enforcement.

Liquidated damages in the amount of five thousand dollars (\$5,000.00) may be assessed by Seller/Breeder if Purchaser fails to comply with ANY of the terms of this contract. Liquidated damages shall be collected upon retrieval of said dog by Seller/Breeder. Purchaser shall be responsible for any and all applicable costs in the execution of this clause and subsequent collection of funds.

CONTRACT ENFORCEMENT/REMEDIES: In the event it becomes necessary for either Purchaser or Seller/Breeder to pursue litigation to enforce the terms of this contract, both parties agree to submit to the jurisdiction of the Judicial Court of Gladwin County, Michigan and/or professional licensed mediation.

This contract applies to the original said dog and its owner ONLY. And is NON-TRANSFERABLE, I/We have read this contract and agree with the contents herein and provided my signature below:

SELLER/BREEDER: _____

DATE OF SALE: _____

PURCHASER: _____

CO-OWNER: _____

PURCHASER: _____

(PRINTED NAME)

CO-OWNER: _____

(PRINTED NAME)

WITNESS: _____

(SIGNATURE)

WITNESS: _____

(PRINTED NAME)

