

VON DER MUSIKSTADT - ROTTWEILER

SELLER'S PET CONTRACT, SHOW QUALITY DOG

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between the following prospective buyer(s) (hereinafter "BUYER"), and Rosann M. Bentley, 5465 Clarksville Pike, Whites Creek, TN, 37189 (hereinafter "seller"), relates to the following dog, and under the following terms and conditions. Buyer agrees the Dog in this contract is being purchased as an AKC unlimited pet registration.

The subject Dog is, to the best of the Seller's, knowledge potentially a show quality puppy. The Seller cannot guarantee the dog will be show quality until the age of 2 (two) years. The BUYER acknowledges if the puppy is not show quality at 2 years old they own a pet puppy only. The Buyer is purchasing a pet puppy, with show quality potential. A pet puppy can have or develop disqualifying faults. Title and ownership of the dog and limited registration papers for said Dog shall not be given and shall not accrue to Buyer until all payments have been made in full and Buyer has complied with all the terms and conditions of this agreement.

1. SUBJECT DOG:

- (A) Breed: Rottweiler Sex: MALE FEMALE
- (B) Name: _____ VON DER MUSIKSTADT
- (D) Whelp Date: ____/____/ 2020
- (E) Sire: _____ AKC# _____
- (F) Dam: _____ AKC# _____
- (G) Microchip # _____
Breeder must microchip the puppy for any warranty on this contract.

2. BUYER INFORMATION:

- (A) Name: _____
- (B) Address: _____
- (C) City, State, Zip: _____
- (D) Telephone Home: _____ Cell _____
- (E) Email _____
- (E) Veterinarian Name: _____
- (F) Veterinarian Address: _____ Phone _____

PURCHASE INFORMATION:

- (A) \$ _____ Deposit Paid to Seller. (non-refundable) Date ____/____/ 2020
Money order or check allowed for deposit only
- (B) \$ _____ Remainder paid in full upon execution of this agreement.
Cash is required only when picking up the puppy.
- (C) \$ _____ Money paid for microchip & registration (optional)
- (D) \$ _____ Air fare fees, Crate, Crate Shipping Kit, and Health Certificate.
Shipping: Puppy and all Flight fees must be paid 10 days prior to puppy turning 8 weeks old.
- (E) Seller Pricing
Pet Price Total: \$ _____

Buyer's Signature: _____ Date: ____/____/ 2019

Buyer's Signature (co-owner) _____ Date: ____/____/ 2019

Print names: _____

Rosann M. Bentley _____ Date: ____/____/ 2019

5465 Clarksville Pike Whites Creek, TN, 37189 615-973-1874 (Cell)

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3. SHIPPING

Shipping "said dog" in the USA (except Hawaii) fees are as follows: Plane fare or ground transportation, Crate, Health Certificate, bowl kit, pet insurance is to be paid by the BUYER. Hawaii has different regulations and prices change.

4. REPRESENTATIONS AND WARRANTIES

(A) Seller represents that as of the date of this agreement, the subject Dog is to the best of the Seller's knowledge a healthy dog.

(1) Buyer shall have seventy two (72) hours _____, from the time of this contract, in which to have the dog examined by a veterinarian. If the said dog is proven unhealthy the Seller offers to pay up to 100.00 of the veterinary bill. If the said dog has Parvovirus at the time of examination with a positive test result from the veterinarian the Buyer can return the puppy and get a full refund. The BUYER is required to have a parvovirus test during the 72 hour check up to be warranted. If the Buyer refuses to return the puppy to the SELLER for a refund, the SELLER is not responsible to pay for the veterinarian bill.

(2) Buyer agrees the puppy is shipped though an airlines or ground transportation, the veterinarian health certificate releases the Seller from any liability other than genetic hereditary issues. The BUYER still is required to have the puppy examined by a veterinarian within 72 hours from receiving there puppy from the ground transporters or the airline arrival time.

(B) The subject Dog is best to Seller's knowledge free of hereditary cardiac (SAS) disease, eye disease, and affected JLPP disease. These specific hereditary diseases have a 365 day warranty starting from the date of this contract. The dog must be tested for JLPP. JLPP carrier is not a failing guideline. The dog must fail the OFA guidelines for the warranty of each test. If the dog is not tested the warranty is void.

(1) If the dog has any diseases noted in section 4B, the seller requests a written letter of the type of disease from the licensed veterinarian, and a copy of the veterinarian's evaluation and bill. Upon verification that the dog was checked or tested by a licensed veterinarian and has failed the OFA guidelines, another puppy will be offered at half price on the next agreed litter between the BUYER and SELLER. If the BUYER does not accept a puppy, the SELLER is not required to offer another puppy thereafter.

(2) Buyer understands the hip and elbow warranty is only valid until 6 months of age. A licensed veterinarian that has submitted to OFA database on a regular basis also having knowledge and experience to x-raying dogs for OFA guidelines must be used. The said dog must have an OFA prelim x-ray to check if the dog's hips and elbows are good. The dog must fail an OFA prelim to receive a discount on a replacement puppy. Hips rated Excellent, good, and fair are passing by OFA guidelines. Acceptable elbow ratings are Grade I and Grade II and are passing requirement for OFA guidelines.

(C) SELLER does not warranty the mental stability or temperament of the dog.

(D) Dog should be fed premium Dog food, such as "Victor dog food" or equivalent food, but to keep our **warranty** we require the "said dog" to be fed a Model Raw Prey diet / raw natural diet. Supplements are not the same. Supplements that force a puppy to grow voids the warranty, NO EXCEPTIONS.

(E) If said dog is spayed before the age of twenty four (24) months, health warranties are void. Spay / neutering a dog early can cause hormone deficiencies and improper growth, and diseases. This is proven with thousands of research studies.

(F) We do not replace, swap, or refund in part or whole if a puppy is a carrier of the JLPP disease. It is the BUYERS responsibility to have the dog tested by OFA for the JLPP disease.

5. PET AND SHOW DIFFERENCES

(A) If the Dog does not become a show quality dog, the Dog shall be spayed / neutered at the Buyer's expense, at the age of two (2) years. The AKC registration papers remain limited. If the dog is a carrier of JLPP and is mated to another dog that is a carrier of JLPP the litter will not be registered in the AKC kennel club.

(B) If the dog becomes show and breed quality at the age of two (2) years, The dog must have a mandatory OFA JLPP test for the disease, and has a good temperament for breeding and showing, the AKC registration papers will be changed to full registration for a fee of \$100.00. If the "said dog" in this contract is a carrier of the JLPP disease and is mated to another JLPP carrier the AKC or any other club litter registration should not be registered if you are an ethical breeder. Two JLPP carrier dog must NEVER be mated together.

Upon the event of any breeding of Dog before spaying/neutering or before the age of two (2) years, Seller will not remove the limited registration to full registration. If said dog is spayed or neutered before the age of twenty four (24) months, health warranties are void. Spay / neutering dog early can cause hormone deficiencies and improper growth.

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5. BUYER'S RESPONSIBILITIES

- (B) Dog should be fed premium Dog food such as "Victor Yukon Salmon and sweet potato" or equivalent food, but to keep our **warranty** we require the "said dog" to be fed a Model Raw Prey diet / raw natural diet, and natural organic supplements. Man made Supplements are not the same. Supplements that force a puppy to grow before 24 months voids warranty. NO EXCEPTIONS

Note: Research has proven that 75% of animal diseases and improper bone growth can be attributed to dietary deficiencies; a good diet must provide a **correct balance** of protein, calcium, fats, vitamins, trace minerals, carbohydrates. Spay and neutering early can result in a 1 in 4 chance of bone cancer.

- (C) If Buyer is unable or unwilling to keep the Dog for any reason, Buyer shall notify Seller, and the Dog shall be returned to seller if the dog cannot be re-homed. If the dog is re-homed the buyer must send written notice of the new owners name, address, phone, and vet information. The Dog shall never be given to any ASPCA, shelter, Dog pound, or animal shelter of any kind.

6. REPUTABLE BREEDER INFORMATION

- (A) A show quality dog needs lots of socialization. Some judges touch the mouth, body, tail, testicles, and head. It is the Buyer's responsibility to train the dog to tolerate being handled.

- (B) A show quality dog should not be bred before testing for JLPP. A show quality dog or breeding dog must have the hips and elbows certified. The dog should have OFA prelim hip and elbows checked at six (6) months of age. OFA hips and elbows certified at two (2) years of age. Eye, cardiac, patellar, thyroid should be tested at twelve (12) months of age.

7. BREACH – TERMINATION

This Agreement is limited to the Seller and Buyer and shall not be transferable to another party, except in the case of death of either Seller or Buyer. In such event, their respective heirs, executors or administrators may succeed their interests. If Said Dog is returned, and the Dog is deathly sick, neglected, emaciated, showing signs of severe dog fight, large wounds, or anything my veterinarian would consider neglect, because of the failure of the Buyer to take care of the Dog, the Dog WILL NOT be returned to the BUYER. The Dog will be re-homed.