

**VON DER MUSIKSTADT - ROTTWEILER**

**SELLER’S CONTRACT FOR PET QUALITY SALE**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 unregistered or AKC limited pet registration.

Seller and Buyer is aware that said Dog may have disqualifying show faults, such as, but not limited to: white chest, long hair gene, light eye colour, ring tail, short leg angulations, sloping croup, kinked tail, deviating tail, or any tail defect, incorrect scissor bite, and missing teeth. Buyer is aware our Rottweiler puppies have a natural tail; this means we do not dock tails. We do not approve of docking the natural tail at a later age. 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**
- (C) Whelp Date: \_\_\_\_/\_\_\_\_/2022
- (D) Sire: \_\_\_\_\_ AKC# \_\_\_\_\_
- (E) Dam: \_\_\_\_\_ AKC# \_\_\_\_\_
- (F) Microchip # \_\_\_\_\_ DECLINED  
Breeder must microchip the puppy for any warranty on this contract.

2. BUYER INFORMATION:

- (A) Name: \_\_\_\_\_
- (B) Address: \_\_\_\_\_
- (C) City, State, Zip: \_\_\_\_\_
- (D) Telephone: \_\_\_\_\_
- (E) Email \_\_\_\_\_

PURCHASE INFORMATION:

- (A) \$ \_\_\_\_\_ Deposit Paid to Seller. (non-refundable) Date: \_\_\_\_/\_\_\_\_/2022  
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 or ground transportation 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) \$ \_\_\_\_\_ Total

Buyer’s Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/ 2022

Print name: \_\_\_\_\_

Rosann M. Bentley \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/ 2022

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### 3. SHIPPING

Shipping "said dog" in the USA fees are as follows: Plane fare or ground transportation, Crate, Health Certificate, bowl kit, pet insurance is to be paid by the BUYER.

### 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 their 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), eye, and affected JLPP. These specific Hereditary diseases have a 365-day warranty starting from the date of this contract. The dog must fail the OFA guidelines for the warranty of each test. If the dog is not tested the warranty is void. We do not warranty carriers of JLPP.

(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.

### 5. BUYER'S RESPONSIBILITIES

(A) The Dog shall be spayed / neutered at the Buyer's expense, at the age of twenty-four (24) months. Upon the event of any breeding of Dog before spaying/neutering, 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.

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. If you spay or neuter early it will void all warranties.

(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

(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 owner's 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. 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.