

ESMOND ROTTWEILER SALES CONTRACT

BREEDER Ann Felske-Jackman
ADDRESS 705 Little Britain Rd Little Britain, ON K0M2C0 Canada
PHONE # 705-786-9767 CELL # 705-738-7084
E-MAIL esmondrott@sympatico.ca

BUYER
ADDRESS
PHONE #
E-MAIL

REGISTERED NAME
LITTER REGISTRATION #
WHELP DATE
SEX
MICROCHIP

SIRE:
DAM:

PURCHASE PRICE: _____ CO-OWNED? _____

SOLD AS: _____ Show/Working Prospect _____ Companion Only

1. REGISTRATION

Breeder guarantees that the above described dog is a purebred Rottweiler, with AKC and/or CKC registered parents. A true copy of its pedigree shall be given to Buyer on date of purchase. Breeder/Buyer shall duly register ownership of this dog with the American Kennel Club or Canadian Kennel Club (depending on their residence) in the names of the Buyer(s) as listed above as owner(s). This dog will bear the name above which will include "Esmond" prefix. Once Breeder fills out the individual registration to indicate the name chosen, Buyer does not have the right or approval to change the registered name of the dog. Furthermore, this dog will be permanently identified by microchip prior to leaving the breeder. This identification must be registered by the Buyer with an animal recovery organization and it must be specified that Esmond Rottweilers is a second contact in the case that this dog is lost or stolen. If this dog is to be co-owned, a separate co-ownership agreement will also be signed.

2. HEALTH

Breeder guarantees that this dog is in good health at the time of purchase, and will furnish Buyer with an immunization record and recommended diet. Buyer shall have the dog examined by a licensed veterinarian within 72 hours of purchase. Buyer may return the dog to the Breeder, for any reason at Buyer's expense, within 72 hours of purchase with the registration duly signed and the dog unaltered, for a full refund of purchase price.

Upon purchase, Buyer shall assume full responsibility for the health, temperament, and appearance of the above described dog. Buyer further agrees to maintain the dog at all times in good health, with regular veterinary check-ups, and will secure such vaccinations as recommended by the Breeder and required by the Buyer's state of residence. Buyer agrees to keep this dog from reproducing, except under the terms of Paragraph 4 of this contract. At the time that the dog is rendered incapable of breeding, documentation will be sent to the Breeder. It is further agreed that upon the death of this dog, at any age, prompt notice will be given to Breeder.

Buyer agrees to have this dog x-rayed for canine hip dysplasia and elbow dysplasia, as well as tested for inherited heart and eye abnormalities between the ages of 24 and 28 months of age. These certifications must be done in accordance with the ORTHOPEDIC FOUNDATION FOR ANIMALS, INC. (OFA) and/or Canine Eye Registry Foundation (CERF) procedures and submitted to the OFA/CERF for evaluation. A copy of the OFA/CERF results will be promptly sent to the breeder. For the benefit of the breed, this procedure will be followed, regardless of whether the dog is sold as a show/working prospect or companion only animal

3. GUARANTEE

Buyer's Goals for this Puppy: _____ Breeder _____ Buyer _____

If this dog is found to have a structural or temperament fault that prevents it from achieving the above listed goals, Breeder will have the choice to refund 50% of the purchase price, or offer at no charge a replacement puppy. This guarantee will be made after proof of spaying or neutering has been received by the Breeder.

In addition, we offer the guarantee outlined above for any heritable item that requires surgical repair or extensive veterinary procedures before two years of age or euthanasia up to four years of age. Refund or replacement will be made when breeder receives documentation of said surgery or euthanasia.

Under no circumstance, is any pup guaranteed to mature into a breedable animal. Should the dog in this contract be a replacement under a previous contract, he or she will not qualify for the guarantees listed in this paragraph. Should the dog in this contract be given to the owner at no cost, he or she will not qualify for the guarantees listed here.

4. BREEDING

If this dog is sold as "Companion Only" prospect, it may not be bred. Buyer will take responsibility for ensuring that this dog will not reproduce. If this dog is sold as a "Show/Working Prospect", it does not mean that this dog is sold as a breeding animal. The Breeder will evaluate this dog at the age of 2 years to determine breedable status and will stipulate, in writing, whether this dog can be used for breeding purposes.

Furthermore, the following conditions must be met prior to this dog ever being bred. These same conditions must be met by all potential breeding partners unless otherwise agreed to, in writing, by Breeder. Failure of this dog, or its breeding partner to meet these criteria prior to being bred will result in full ownership of dog, any frozen semen and any resulting puppies being signed over to and released to Breeder for possession and legal ownership.

A. MUST BE OVER 24 MONTHS OF AGE

B. MUST BE IDENTIFIED BY TATTOO/MICROCHIP OR DNA PROFILE

C. MUST HAVE NO DISQUALIFYING FAULTS PER THE AKC/CKC STANDARD

D. MUST PASS HEALTH CLEARANCES AS LISTED BELOW

E. MUST HAVE A MINIMUM OF ONE OF THE FOLLOWING TITLES:

AKC CHAMPIONSHIP, AKC OR CKC CDX, TDX, AX, Ag.X, HSAs, ZtP, BST or Schl

OR TWO OF THE FOLLOWING: CKC CH, CD or TD, RE, NA, Ag.N, U-AGII, HT, PT, CS, AD, BH

Buyer MUST secure all health clearances as outlined in paragraph 2 and dog MUST receive a passing rating from the OFA for hips, receive no worse than Grade I (DJD only) for elbows, pass a Board Certified Cardiologist's exam via Echocardiogram and have received a passing eye exam within two years prior to breeding. The decision to breed this dog should he/she receive an OFA rating Grade I DJD for elbows, or pass the CERF with a breeder's option designation shall be left to the Buyer, however both passing and failing results must be included in the OFA open database prior to any breeding taking place. Furthermore, if it is found that the majority of the litter that this dog is from fails a common health screening, Breeder retains the right to require that Buyer does not use this dog for breeding purposes, even if it had earlier been deemed breedable.

If this dog is female, the Buyer will have the right to make the final decision to breed her under the conditions above, or render her incapable of breeding. Should the Buyer choose to breed this bitch, Breeder retains the right to one puppy of her choosing from the first litter, provided there are three or more puppies. Buyer agrees to make the litter available for the Breeder's viewing, with the pup to be chosen at the age of 7 weeks. In the event that there are not three live puppies produced, Breeder retains the right to choose a puppy from a subsequent breeding. Buyer agrees to never breed her more than two out of three consecutive seasons.

If this dog is a male, Breeder retains the right to use him at stud for a total of two live litters with bitches owned or co-owned by her or to collect and freeze semen once prior to the dog reaching five years of age. In either case, this will be done at no expense to the Buyer. Frozen semen collected under this paragraph will be signed over to the Breeder to be used in the future for fully owned or co-owned bitches only, not for resale. This portion of the contract shall only be enforced should the dog have already been deemed breedable by mutual decision of the Breeder and Buyer.

Buyer agrees that this dog shall not be used in any breeding to supply either directly or indirectly a pet shop, auction, kennel or individual whose purpose is mass production, wholesaling, or retailing of purebred dogs.

ADDITIONAL AGREEMENTS

5. It is the goal of both Breeder and Buyer that this Rottweiler set a good example for our breed, both in the home and in public. Buyer agrees that this dog will be entered in formal obedience classes by the age of 9 months and will continue in training until the dog achieves, at minimum, the AKC (CKC) Canine Good Citizen (Neighbor) certificate. If this dog is sold as a Show/Working Prospect, every effort must be made to earn an AKC/CKC (depending on Buyer's residence) Championship and working titles, unless other arrangements are made between Buyer and Breeder within this contract. In the event that the Buyer encounters difficulty in showing or training this dog, prompt notice will be given to the Breeder, who will make every effort to assist and help the dog to reach its full potential.

6. It is further agreed to by Buyer that proper safeguards will be taken to assure for the care and comfort of the dog sold herein. It is the understanding that this dog will be a household (indoor) companion and that it will have access to a safe and secured yard. Buyer will follow the diet recommended by Breeder and the dog will have access to fresh water at all times. Buyer agrees not to tie or otherwise tether said dog for primary confinement, use the dog for dogfighting, or promote aggressive tendencies in said dog. It is the mutual understanding of both Buyer and Breeder that this dog shall live out its natural life as the companion of Buyer. It is expressly understood that under no circumstance may Buyer(s) transfer ownership of this dog to any party not included in this original sales agreement. If unusual or dire circumstances require that this dog can no longer remain in the possession of the Buyer, it is agreed that the dog, including signed registration, be immediately returned to the Breeder at the Buyer's expense.

7. Buyer(s) agrees to release and hold harmless Esmond Rottweilers for any and all liability, damages, or injuries, caused either directly or indirectly by the dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by the dog, to any person, whether actual or legal, or to any property, whether real or personal, after receiving and acknowledging delivery and possession of the dog. Buyer further agrees to indemnify or reimburse Esmond Rottweilers as a result of any costs or expenses incurred by Esmond Rottweilers as a result of any act of Buyer causing liability, damages, or injuries as set forth herein.

8. It is stipulated by and between the parties herein, that failure to comply with the conditions of this contract shall constitute a "breach of contract" and will result in the dog being permanently returned to the Breeder. Further, Buyer(s) agrees to remain in good standing with the American Kennel Club and the Canadian Kennel Club. Suspension from either club will result in the dog being permanently returned to the Breeder. In either case, Buyer(s) shall forfeit all monies paid for and spent on the dog and turn over unaltered dog, with signed AKC and/or CKC registration, as well as sign over any frozen semen that has been collected. If the dog is returned because of breach of contract, it shall be at no expense to Breeder.

9. This contract is entered into to ensure the well-being and protection of this Rottweiler and the Rottweiler breed. No other claims other than the provisions mentioned above shall be made. Any later modification to this contract must be made in writing and be signed by both parties. It is further agreed that in any legal action between the parties attempting to enforce any part of this contract, the prevailing party shall be entitled to recover expenses, including attorney's fees. Such legal action must be filed in Lindsay, Ontario, Canada. Should any provision of this contract be found to be unenforceable, or void for any reason, the parties intend that the remaining provisions of this contract shall nevertheless continue in full force and be binding upon the parties.

I have read, understand and agree to abide by the terms of the nine items contained in this contract. I understand that this document contains the entire agreement of the parties and shall be binding to the parties signing, as well as their heirs, successors and legal representatives. No terms, conditions or warranties exist between the parties, either express or implied, other than those stated in this contract or the above-referenced co-ownership agreement.

SIGNATURE OF BREEDER _____ DATE _____

SIGNATURE OF BUYER _____ DATE _____

SIGNATURE OF BUYER _____ DATE _____