

PUPPY SALES AGREEMENT

This **Sales Agreement** is between William Ward ("Breeder") and the following Buyer(s):

Buyer _____

(list Buyer and all co-buyers)

Buyer's Address _____

Buyer's Drivers License # _____

Buyer's Telephone:
(home) _____ (work) _____ (cell) _____

Buyer's Email Address _____

Breeder offers for sale and Buyer(s) agrees to purchase the below described Rottweiler ("Dog") subject to the terms and conditions contained in this Sales Agreement:

Description of Rottweiler ("Dog")

Name _____ Sex _____

Date of Birth _____ Litter Registration# _____

Sire:
Name _____

AKC # _____ Health Clearances _____

Dam:
Name _____

AKC # _____ Health Clearances _____

Check One: _____ Show Potential Dog _____ Pet Dog

Purchase Price

Breeder offers for sale and Buyer(s) agrees to purchase the above described Rottweiler ("Dog") by payment of a Non-Refundable Reservation Deposit of \$_____ which will be applied to the total purchase price of \$_____, subject to the terms and conditions contained in this Puppy Sales Agreement. Payment in full is due upon delivery of Dog by Breeder to Buyer. If the Buyer(s) cannot personally pick up the Dog from Breeder, the Buyer(s) is responsible for all transportation costs of delivering the Dog to Buyer(s).

Reservation Deposit

It is desirable that all puppies be delivered to their new homes at approximately eight (8) weeks of age so Breeder must pre-sell puppies prior to that time. As a result, Breeder requires Buyer(s) to submit a Reservation Deposit to obtain a position in the queue for a dog. Sometimes the Breeder may not be able to deliver a Dog to Buyer(s) because no suitable dog is available for a particular Buyer(s). Determination of whether there is a dog suitable for Buyer(s) is made at Breeder's sole discretion. In such case, Breeder will refund the deposit to the Buyer(s) and Buyer(s) may apply to obtain another puppy from Breeder at a later date. If Breeder determines there is a suitable dog for Buyer(s) and then Buyer(s) decides, for any reason, not to accept the Dog then the deposit is non-refundable.

Health Guarantees

Both parents of the Dog were selected as excellent examples of the Rottweiler breed. At the time of this breeding both the sire and dam were in good health and had health clearances as noted in Description of Rottweiler above. Copies of those clearances have been made available to Buyer(s). At the time of this breeding neither parent had any disqualifying faults as described in the AKC Rottweiler Breed Standard (<http://www.akc.org/breeds/rottweiler/>). Buyer(s) understands that even the progeny of healthy parents will sometimes develop heritable diseases and that the Breeder cannot determine with certainty that a particular puppy will live a life free of such conditions. Therefore, Breeder makes only the following guarantees as to the health of the Dog:

Initial Good Health - Breeder warrants that the Dog is in good health at the time of delivery to the Buyer(s) and that the Dog has received all inoculations and other medical care appropriate for its age. Buyer(s) must have the Dog examined by a Licensed Veterinarian within 72 hours of taking possession of the Dog. If during the first 72 hours of possession by Buyer(s), the health of the Dog is found to be unacceptable by a Licensed Veterinarian, the Dog may be returned to the Breeder. The Breeder will either replace it with a puppy of comparable quality if available or refund the full purchase price to the Buyer(s). No refund will be made if the Dog has been mistreated, injured or physically altered by the Buyer(s).

Hip Dysplasia – In addition to genetics, many environmental factors may contribute to whether the Dog develops hip dysplasia. For his entire life the Dog must be fed high-quality, nutritious food. During his/her developmental growth period (up to 18-24 months of age) the Dog must not be exercised excessively, do road work or carry loads and then should do so only after his/her hips are determined to be free of dysplasia by a preliminary xray evaluated by an Orthopedic Foundation for Animals (OFA) certified veterinarian. If the Dog is determined to be dysplastic (hips certified worse than Fair or the equivalent grade on the scale then in use by OFA) by OFA, after the Dog has

reached 24 months of age and after Buyer(s) has demonstrated to Breeder's satisfaction that the Dog has been sterilized, Buyer(s) may request Breeder to do one of the following:

1. Buyer(s) may purchase a replacement puppy, only if Breeder, in Breeder's sole discretion, determines one is available from a subsequent litter, for payment of one half of the original purchase price of the Dog, or;
2. Buyer(s) may receive a refund of one half the original purchase price of the Dog.

In either case, Buyer(s) retains possession of the Dog. Neither of the above remedies is offered by the Breeder after the Dog reaches 30 months of age. These remedies are for genetic hip dysplasia. If the Dog's condition has been environmentally produced (e.g. jumping, working on hard surfaces, overweight, excessive exercise, running, etc.) or if the Dog has been mistreated, improperly nourished or has not received adequate and competent veterinary care, then the Breeder is not obligated to offer to the Buyer(s) either of the above remedies regarding hip dysplasia.

Obligations of Buyer(s)

Protection of the Rottweiler Breed - The Dog is the product of careful breeding by Breeder of a Sire and Dam who are both excellent examples of the Rottweiler breed. All parties to this agreement express their mutual goal to preserve and enhance the quality and stature of the Rottweiler breed and to protect the interests of the Dog. Buyer(s) agrees that the restrictions contained in this agreement are designed to accomplish these goals and Buyer(s) further acknowledges that breach of any conditions of this agreement might cause harm to the Rottweiler breed, to the Dog or to the reputation of the Breeder.

Care of the Dog - Buyer(s) therefore agrees to preserve and protect the Dog for his/her entire natural life. Buyer will provide the Dog with adequate and secure shelter, as well as proper nutrition, training, socialization, exercise and veterinary care. Buyer(s) accepts full responsibility for the safety and well being of the Dog and will raise the Dog in a home environment and will not allow the Dog to run at-large nor will Buyer(s) leave the Dog in a kennel, unsupervised in a yard or tethered for extended periods. The Dog will not be used or trained as a protection, guard or attack dog or in any way encouraged to exhibit aggressive behavior. Buyer(s) grants the Breeder the right to inspect and examine the Dog's living environment for the entire life of the Dog. If Breeder concludes the Dog is living in an unsafe, unhealthy or unsuitable environment or is otherwise being used in an unacceptable manner, Breeder has the right to take immediate possession of the Dog with no payment to the Buyer. In such event, Buyer(s) agrees to immediately sign any documents required to transfer ownership and registration back to Breeder.

Buyer(s) acknowledges that the Dog is being purchased as a personal or family companion and that Buyer(s) is not acting as agent for any other party. Buyer(s) may not resell, transfer, loan, lease or otherwise allow the Dog to live with or be used by (for breeding or any other purpose) or possessed by any other person without Breeder's written consent. This provision does not apply to temporary possession of the Dog by a quality kennel or a professional handler for purpose of training the Dog or while the Dog is participating in competitive events sanctioned by Code of Ethics organizations.

Buyer(s) understands that proper socialization and training is important for the development of a Rottweiler. Unless Buyer(s) is personally qualified to provide such training (in the sole discretion of the Breeder), Buyer(s) agrees to enroll the Dog in (and complete satisfactorily) an obedience course

of at least eight (8) weeks duration before the Dog is nine (9) months of age, or to provide other obedience training acceptable to Breeder.

Health Certification – Knowledge of the health of all dogs bred by the Breeder is important to improving the Breeder's breeding program. Therefore, Buyer(s) agrees to have the Dog tested for canine hip and elbow dysplasia, eye defects and hereditary heart defects between the ages of 24-30 months and to submit the tests results to the appropriate health certifying organization, all at Buyer(s) expense. Copies of the results of all such health tests (and any other significant health information about the Dog) must be submitted to Breeder within 30 days of its receipt by the Buyer(s). Buyer(s) agrees, upon request, to give Breeder access to all veterinary records of the Dog. Buyer(s) agrees to provide a sample of the Dog's DNA to the CHIC DNA Repository (<http://www.caninehealthinfo.org/dnabank.html>)

Breeding - Buyer(s) acknowledges that inappropriate breeding of the Dog may result in harm to the Dog, the Rottweiler breed and the Breeder's reputation. Therefore, the Buyer(s) (whether or not Buyer(s) is a member of ARC) agrees to comply with the American Rottweiler Club Mandatory Practices (<http://www.amrottclub.org/coe.htm>). Before the Dog can be bred he/she must be at least 24 months of age and must have hips certified by OFA at least "Fair", his/her heart and eyes must be certified normal by certified specialists and he/she must be free of any disqualifying faults per the AKC Rottweiler Breed Standard (<http://www.akc.org/breeds/rottweiler/index.cfm>) as it exists at the time of such breeding. Before breeding the Dog must also have demonstrated his/her exceptional nature by earning a recognized title in competitive sanctioned conformation, working or obedience events or, if shown in AKC conformation, the Dog must have won at least one Major (3-5 points) toward his/her AKC Championship. Buyer(s) shall only breed the Dog to another Rottweiler who meets all the criteria for breeding contained in this paragraph. If the Dog does not otherwise meet all the requirements of the paragraph, he/she may only be used for breeding after Buyer(s) obtains the written consent of the Breeder.

AKC Registration - The Dog must be registered with the American Kennel Club by the Buyer(s). The Dog's registered name must include the prefix "Bismarck" and the first word of the registered name must begin with the letter "B" (this is the Breeder's "B" litter), unless Breeder agrees otherwise. The Buyer(s) may choose any call name for the Dog. If the Dog is a Pet Dog (see Description of Rottweiler above) then the Breeder will provide for a Limited Registration with AKC, a condition of which is that the Dog's offspring will never be eligible for AKC registration.

Show Potential Dogs – If the Dog is a Show Potential Dog (see Description of Rottweiler above) the Buyer(s) agrees to allow the Breeder to personally evaluate Dog's show potential at one year of age. If Breeder determines that the Dog has potential as a show dog, Buyer(s) agrees to diligently campaign the Dog in pursuit of his/her AKC Championship and/or any Obedience or Working title acceptable to Breeder.

Breeding Rights – If a Show Potential Dog (see Description of Rottweiler above) is a male, Breeder retains the right, with no payment of stud fee, to conduct two successful breedings using the Dog as sire (natural or artificial) to any female(s) owned, co-owned or leased by Breeder, at Breeder's sole expense. Buyer agrees to make the Dog, or his semen, available for such purposes. If a Show Potential Dog is a female, Breeder retains the right to select, one time, a second choice pick dog (male or female) from the Dog's offspring. The dog so chosen will become the sole property of the Breeder and Buyer(s) agrees to execute any paperwork necessary to transfer title to such dog to the Breeder and to facilitate registration of such dog.

Pet Dogs - If the Dog is a Pet Dog (see Description of Rottweiler above) the Buyer(s) agrees that the Dog may never be used for breeding (whether planned or accidental) and further agrees that the Dog must be spayed or neutered not later than his/her second birthday. If Buyer(s) fails to sterilize the Dog as required by this paragraph Breeder shall have the right to take possession of the Dog and have sterilization surgery performed on the Dog, all at Buyer's expense. Prior to surgical sterilization of the Pet Dog the Buyer(s) may request Breeder to waive the requirements of this paragraph but only if the Buyer(s) presents written documentation to Breeder that the Dog meets all of the requirements for breeding in the paragraph entitled "Breeding" above.

Contact with Breeder – Breeder has a lifelong commitment to every dog bred by Breeder. Buyer agrees to keep Breeder informed of the Dog's location including any changes in Buyer's address, telephone number and other contact information. Buyer(s) agrees to provide Breeder with relevant information about the Dog's accomplishments in competitive events and to provide to the Breeder clear, color pictures of the Dog at least every six months. Buyer(s) also agrees to allow the Breeder to visit the Buyer's home with the Dog present at a mutually convenient time at least one time per year. Buyer(s) agrees to provide Breeder with timely information about any serious health conditions befalling the Dog and to notify the Breeder of the circumstances and date of the Dog's death.

Relinquishing Ownership of the Dog – The Buyer(s) may not sell, gift or otherwise relinquish permanent possession of the Dog without the Breeder's prior written consent. If the Buyer(s) is unable or unwilling to retain ownership and possession of the Dog, Breeder has **first right of refusal** to retake ownership of the Dog for a payment to the Buyer(s) of one half (50%) of the original purchase price. Buyer(s) will not voluntarily euthanize the Dog without notifying the Breeder and giving the Breeder the option to retake ownership and possession of the Dog without compensation to the Buyer(s). In any such case where the Dog is returned to the Breeder, Buyer(s) agrees to immediately execute all documentation necessary to transfer AKC ownership of the Dog back to the Breeder.

Transportation Costs – Buyer(s) is responsible for all transportation costs of the Dog, or any replacement for the Dog, to or from Breeder's location.

Indemnification by Buyer(s) – The Buyer(s) agrees to release and hold harmless the Breeder 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(s) 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 Buyer(s) takes possession of the Dog. Buyer(s) further agrees to indemnify or reimburse the Breeder as a result of any direct or indirect costs or expenses incurred by the Breeder as a result of any act of Buyer(s) or the Dog causing liability, damages or injuries as set forth herein.

Breach of Contract - Liquidated Damages

Buyer(s) acknowledges that failure to adhere to the terms of this agreement may irreparably harm the Dog, the Rottweiler breed and the reputation of the Breeder. Therefore, in the event that Buyer(s) fails to comply with any of the terms or conditions of this agreement, the Breeder shall have the absolute right to demand the immediate return of the Dog to the Breeder. In the event that the Dog is returned to the Breeder, Buyer(s) agrees to immediately execute all documentation necessary to transfer AKC ownership of the Dog back to the Breeder. Furthermore, if the Dog is a male, title to

and physical possession of any and all semen collected from the Dog shall be immediately transferred to the Breeder.

Furthermore, if the Buyer(s) fails to adhere to the terms of this agreement regarding breeding and ownership of the Dog (see "Breeding" and "Relinquishing Ownership of the Dog" above) the Breeder will be deemed to be irreparably harmed with no adequate remedy. In such circumstances, in addition to the immediate return to the Breeder of ownership and possession of the Dog and execution of any documents required to effect such transfer with AKC, the Buyer(s) will be liable to the Breeder for liquidated damages in the amount of \$5,000, without reduction or setoff in any amount whatsoever.

This Puppy Sales Agreement constitutes the entire understanding between the parties regarding purchase of the Dog. Any amendments to this agreement must be in writing and attached hereto.

It is agreed that should any legal action result from enforcement of this contract, the prevailing party shall be entitled to reimbursement by the other party of all costs incurred including attorney's fees.

This agreement shall be governed by the laws of the State of California and the venue for resolution of any disputes or legal questions that arise hereunder shall be the County of Marin, or other location where Breeder is then resident. Buyer(s) expressly waives any and all objections to jurisdiction and venue.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the terms and conditions of, and have voluntarily entered into and executed, this Puppy Sales Agreement.

Buyer _____ **Date** _____

Print Name _____

Buyer _____ **Date** _____

Print Name _____

Buyer _____ **Date** _____

Print Name _____

Breeder _____ **Date** _____

William Ward
Bismarck Rottweilers
46 Rock Road
Kentfield, CA 94904
415-461-3021
bill@woward.com
www.rottguy.com