

# Sample Contract ONLY

ZIRKCREEK ROTTWEILERS SALES CONTRACT for a Companion Puppy

BREEDER: ZIRKCREEK ROTTWEILERS, CKC Registered Kennel # 11207018

ADDRESS:

PHONE:

E-MAIL: jazzmanrocks@shaw.ca

BUYER

ADDRESS

PHONE #

E-MAIL

DOG'S REGISTERED NAME

REGISTRATION #

WHELP DATE

SEX

MICROCHIP

**SIRE:**

**DAM:**

Purchase price of \$##### and is due in full, when buyer comes to pick up the dog. Funds must be in cash or certified money order only.

## 1. REGISTRATION

Breeder guarantees that the above described dog is a purebred Rottweiler, born out of the AKC and/or CKC registered parents as listed above. As per CKC regulations, this dog will be permanently identified by microchip prior to leaving the breeder and registered in Canada by the Breeder. If the buyer resides in the US, Buyer shall duly register ownership of this dog with the American Kennel Club in the name(s) of the Buyer(s) as listed above as owner(s). Buyer may choose the registered name, **which must start with a C**, and must be in keeping with any theme the breeder has designated for this litter, and must include the "**Zirkcreek**" prefix. Once Breeder completes the individual CKC registration to indicate the name chosen, Buyer does not have the right or approval to change the registered name of the dog. Buyer agrees to provide the Breeder with their current address and phone number for the life of the dog, in the event buyer changes residences. Dogs sold as companions only will be sold with a CKC non breeding agreement.

## 2. HEALTH

a) Breeder guarantees that this dog is in good health at the time of purchase, and will furnish Buyer with the dog's 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, for any reason, at Buyer's expense, to the Breeder within 72 hours of purchase with the registration duly signed and the dog unaltered, for a full refund of purchase price, less a \$300.00 non-refundable fee.

Buyer shall assume full responsibility for the health, temperament, and appearance of the above-described dog following said 72 hours. 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/or required by the Buyer's state or province of residence. Buyer agrees to feed the dog a high quality commercial dog food, or a nutritionally appropriate home prepared and/or raw diet for the life of the dog.

b) Buyer agrees to have this dog OFA x-rayed for canine hip dysplasia and elbow dysplasia between the ages of 24 and 28 months of age, and tested via the OFA Eye test for eye disease between the ages of 12 and 24 months. The buyer agrees to have an OFA ACA (advanced cardiac auscultation) between 24 and 28 months, done by a board certified cardiologist. These certifications must be done in accordance with the ORTHOPEDIC FOUNDATION FOR ANIMALS, INC. (OFA) and submitted to the OFA for evaluation. Buyer agrees to check the box

on all the OFA forms, agreeing to release the results of the above required tests, pass or fail, to the OFA open database. A copy of all the OFA 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. Once all 4 OFA health screens have been completed and sent in to OFA, and the buyer has received a CHIC# for their puppy, and sent a copy of the CHIC certificate to the breeder, the breeder agrees to send the buyer a rebate of ~~\$\$\$\$~~ All 4 OFA tests MUST BE DONE and sent to OFA. The CHIC number must be issued by OFA for the puppy prior to receiving the rebate. Partial completion of the 4 required OFA tests will not suffice in order to receive the rebate from the breeder.

### 3. GUARANTEE

This dog is being sold as a companion pet. However, if any of the below listed health problems are diagnosed via OFA and/or board certified cardiologist, the breeder agrees to give the buyer a \$500.00 refund on the purchase **OR** 50% off the purchase price of their next puppy.

HIP DYSPLASIA (However Mild, as rated by the OFA)

ELBOW DYSPLASIA (DJD Grade III or worse as rated by the OFA)

SUB-AORTIC STENOSIS (As diagnosed via Echocardiogram by Board Certified Cardiologist)

This health guarantee is limited to claims for health issues as listed above, and will only be honoured if the tests are performed on the dog before it reaches 28 months of age. Breeder does not guarantee against other latent congenital health problems.

Buyer agrees that this dog shall not be used in any breeding, or to supply either directly or indirectly a pet shop, auction, and kennel or individual whose purpose is mass production, wholesaling, or retailing of pure bred dogs. If this agreement in regard to breeding is broken by Buyer in any way, Buyer agrees to pay Breeder \$10,000.00 (ten thousand dollars) in liquidated damages for causing damage to Breeder's name.

### 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 6 months and will continue in training until the dog achieves the AKC or CKC Canine Good Citizen (Neighbor) certificate (or the AKC equivalent, CGC

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 fenced yard. Buyer will feed the dog a high quality diet and the dog will have access to fresh water at all times. The breeder shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases, or disorders. Expressly prohibited during the first 24 months of life are the following potentially dangerous activities, but not limited to:

**Jumping into unknown bodies of water; and jumping or running on slick surfaces, or excessive, repetitive training and/or jumping in any performance sport. Further, all contractual guarantees shall be declared null and void should the puppy be subjected to manual manipulations of the hip joints such as Penn Hip or testing of "ortolani" reflexes before OFA certification has been received or should puppy obtain joint or other injuries affecting ability to show or work as a result of either of these tests.**

7. Buyer agrees not to neuter or spay the dog until at least the age of 2 years old. There is much scientific research to show that early spay/neuter increases the risk to the dog's health. Any decision to spay or neuter the dog prior to two years of age must be discussed and agreed to by the breeder in advance of any surgical procedure to desex the dog. Please note, any guarantee offered by the breeder for hips and elbows will be void if the OFA's have not been completed and sent in for final rating to OFA. Hips and elbows cannot be complete and given a final rating by OFA until the dog is at least 24 months old.

8. Buyer agrees not to tie or otherwise tether said dog for primary confinement, use the dog for dog fighting, 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. It is agreed to by Buyer that upon the death of this dog, at any age, prompt notice will be given to Breeder.

9. Buyer(s) agrees to release and hold harmless Zirkcreek Rottweiler's 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 Zirk Creek Rottweiler's as a result of any costs or expenses incurred by Zirkcreek Rottweiler's as a result of any act of Buyer causing liability, damages, or injuries as set forth herein.

10. 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/or 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/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.

11. Buyer agrees to keep in touch with the Breeder, and to provide updates in the form of email updates, and/or telephone calls, and to send pictures and/or videos to the Breeder of the dog at least every six months for the life of the dog. This is a very important clause, as I wish to keep in touch with all of the owners I place and have placed pups with for the life of the dog.

12. 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 of this contract shall be in writing and 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 the town of Maple Ridge, BC 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.*

SIGNATURE OF BREEDER \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF BUYER \_\_\_\_\_ DATE \_\_\_\_\_