

Vom Drakkenfels Rottweilers

Contractual Agreement

Kimberly Cardona, and hereinafter called "vomDrakkenfels" or "Breeder", offers for sale a Rottweiler, hereinafter called "Dog" or "Animal", further described as:

This _____ Rottweiler was whelped on _____ Microchip # _____

AKC # or Litter # _____ Named: _____ vom Drakkenfels

From the following breeding and is of possible: **Show/Working** **Pet** (Circle One) quality at the time of sale:

Sire: _____

AKC # _____ OFA # _____

Dam: _____

AKC # _____ OFA # _____

_____, hereinafter called "Purchaser", residing at

_____, wishes to purchase the above described

Dog for the total sum of \$ _____, under the following warranties and conditions; no other warranties or conditions are either expressed or implied unless filled in below and initialed by all parties. **No part of this contract is transferable.**

Surety of Action Deposit of \$500 paid on _____ and the remaining balance of \$ _____ to be paid upon pickup of this dog, contract paperwork is finalized, and A.K.C. Registration application is released. The Surety of Action deposit is non refundable and guarantees a dog or puppy from vom Drakkenfels. Vom Drakkenfels guarantees that the above described dog is a purebred Rottweiler, registered with the American Kennel Club (A.K.C.) and that a true copy of the Dog's pedigree will be given to the Purchaser. The Purchaser agrees that this Animal shall be registered in the vom Drakkenfels kennel name of specifically: _____ vom Drakkenfels, using the litter letter " _____",

1. Vom Drakkenfels guarantees this Animal is healthy and normal to the best of their knowledge at the time of delivery and will furnish Purchaser with certified health certificate of the dog on the date of purchase. Purchaser shall have the right to have this dog examined by a licensed veterinarian within seventy-two (72) hours of purchase. If the veterinarian finds the dog to be suffering from any serious disease which could result in demise, extended veterinary care and future development of the dog, the Purchaser may return the dog, at their expense, to Vom Drakkenfels within forty-eight (48) hours of the examination. If dog is returned to Vom Drakkenfels under this 48-hour provision, all documentation, including a letter from the examining veterinarian, properly completed and endorsed original A.K.C. paperwork, and any and all other items provided by Vom Drakkenfels to Purchaser in connection with the purchase of Dog must be returned before a full refund of purchase price paid to date can be made. This dog must be tested for JLPP and found to be either clear or a carrier as determined by the O.F.A. within 2 months of purchase. If this dog is found to be affected, he/she must be returned to the breeder within one month of the test results being received from O.F.A. or contract is void.
2. Vom Drakkenfels guarantees that this Animal is a direct offspring of OFA, HD/ED, or Penn Hip certified parents and that copies of said certificates will be given to Purchaser. Purchaser agrees to x-ray this dog for hip dysplasia and elbow dysplasia between the age of 24 up to 30 months. These x-rays must be taken according to the Orthopedic Foundation for Animals, Inc. (O.F.A.) procedures and submitted to the O.F.A. for evaluation. If the O.F.A. requests additional x-rays, these must be done according to O.F.A. instructions and the above procedure followed. This provision applies to the Dog herein, REGARDLESS of whether or not said Dog will be used for breeding.

3. If this Animal has been purchased for the purpose of showing and/or breeding, Vom Drakkenfels guarantees this Animal to be free of disqualifying faults per current A.K.C./FCI Breed Standard. As long as the new owner follows the instructions of the breeder, this contract further guarantees for thirty (30) months this show/breeding potential dog to be covered for genetic hip dysplasia. Should this Dog develop one or more of these faults or conditions, upon written proof of said fault (i.e., x-ray, certified veterinarian statement, etc.) the following options are available to the Purchaser:
 - a. Purchaser may retain this Animal as a companion/pet and upon written certification from a veterinarian that the Animal has been rendered incapable of reproducing, Vom Drakkenfels will allow a credit of \$_____ (which is the difference between show and pet price) towards a replacement show prospect puppy from Vom Drakkenfels' next available litter. Proof of Spay or Neuter must be given to Breeder for this to be valid.
 - b. Purchaser may return the Animal, together with the properly endorsed A.K.C. registration, at no expense to Vom Drakkenfels, for full credit towards a replacement show prospect puppy from Vom Drakkenfels' next available litter. The Animal must be returned in good health (not suffering from any communicable disease and/or external/internal parasites) as certified by a health certificate.
4. If this Animal has been purchased as a pet, Vom Drakkenfels does not provide any guarantees. Because this dog is considered a pet, the owners will be given limited registration paperwork from AKC. This animal must be spayed or neutered no sooner than 18 mo. and no later than 24 mo. because of health risks involved. You may request re-evaluation of your pet at age 18 mo. from breeder to remove these restrictions at an additional cost.
5. Purchaser shall assume full responsibility for the mental and physical health of the Dog and agrees to maintain the Animal at all times in good health, including but not limited to: proper nutrition, proper exercise, regular veterinary check-ups, heartworm preventative, and to secure such vaccinations as outlined by a certified veterinarian. This dog should not be allowed to jump over 4 ft, play too hard on slick surfaces or any other like practice where there is a high chance of injury to the joints and ligaments. Playing tug of war with a puppy can dislodge or misalign teeth. Proper supplements must be given and a balanced diet must be maintained.
6. When outdoors this Dog must be kept either in a fenced yard, kennel area, or if this is not available, kept on a leash under supervision at all times. This Dog must never be left out on a chain, tie-out, or overhead runner! Additionally, this Dog must not ever be allowed to ride in the back of an open pickup truck without being inside a secured crate.
7. If this Animal is being purchased as a potential show and breeding quality Animal, owner agrees to act as insurer in this respect by providing proper exercise and training for the breed and performance arenas. Owner will offer the Animal every opportunity of success in these arenas through proper training, conditioning, presentation, etc. If needed, vom Drakkenfels will provide handling classes free of charge and when possible help handle this dog as needed to obtain the Championship. Expenses of hiring a handler (if needed), travel and care must be covered by owner. Paying clients of vom Drakkenfels will take priority for same class conflicts. Please plan to learn from your breeder in all aspects of showing when you are ready. Breeder will provide needed information for trainers.
8. The following requirements must be met before this Animal is used for breeding:
 - a. The Animal must be at least two (2) years of age, in good health, of good type and temperament and certified free of hip and elbow dysplasia, heart clear of disease, and eye of genetic problems by the O.F.A. This dog must have earned a title of some type, in some venue to prove quality and/or performance ability to help maintain and protect the future offspring.
 - b. The Animal has no apparent genetic or disqualifying faults according to the current A.K.C./FCI Breed Standard.
 - c. The Animal is bred only to JLPP clear or carrier, Brucellosis-free animals who meet the requirements outlined in "a" and "b", above.
9. In recognition of accomplishments, vom Drakkenfels hereby offers to remit to Purchaser the following sums of money for each and every title listed below obtained by Dog. Proper proof of Dog's earning any of the mentioned titles must be supplied to vom Drakkenfels prior to any monetary award. Proper proof is a legible copy of the certificate attesting Dog has earned said award issued by the country in which the award was earned. Said monetary rebate is payable within 90 days AFTER receipt by vom Drakkenfels of proper proof of Dog's earning any of the following titles.
 - a. Any recognized FCI World Breed Championships: \$100 per title
 - b. CD, TD, HT, PT HS, RN, RA or Novice Agility Dog Title: \$25.00 per title
 - c. CDX, TDX, HX, UD, RE, RAE or Advanced Agility Dog Title: \$50.00 per title
 - d. Obedience Trial Champion: \$100 per title
 - e. BH, AD, BST Title: \$25.00 per title
 - f. SchH or IPO I, II, ABST Title: \$50.00 per title
 - g. SchH or IPO III or Korung title: \$100 per title
 - h. C.K.C. Breed Championship and/or Obedience Title: \$50.00 per title

10. Vom Drakkenfels has the first right of refusal in the event that the Purchaser, for any reason must place this dog in a new home. **This dog may not be sold or given away under any other conditions!** If vom Drakkenfels cannot take this dog, it is understood that the new owners will be given the contact details for vom Drakkenfels and all details will be given to vom Drakkenfels for these new owners. It is agreed that both Breeder and Purchaser will notify each other of any change in address, phone number, and/or email address.
11. It is further agreed by the Purchaser that he/she shall take all reasonable precautions with the described Animal, but in the event the described Animal shall cause harm to person or property, or both, Purchaser shall hold vom Drakkenfels harmless and free of any responsibility, and further agrees to indemnify vom Drakkenfels of and from any and all claims of liability and damages arising there from.
12. It is agreed and understood that this Animal has not been purchased for resale or for use by any wholesale operation. It is further agreed that the Animal will not be resold to any pet shop, dog farm, wholesaler, or agent for same for any reason whatsoever.
13. It is agreed that, upon the death of the Animal, at any age and for any reason so far as is practicable, prompt notice will be given to vom Drakkenfels to that effect.
14. It is agreed and understood by the parties hereto that, if the Purchaser should fail to comply with the conditions of this agreement, then the Purchaser shall forthwith allow vom Drakkenfels to reclaim the Animal, without further notice. In the case of the Animal being returned to vom Drakkenfels due to lack of compliance by Purchaser herein, Purchaser shall immediately sign over the A.K.C. registration papers to vom Drakkenfels. The Animal must be returned at a time set by vom Drakkenfels and at no cost to vom Drakkenfels.
15. It is further agreed, that in any legal action between the parties attempting to enforce any of the terms of this agreement, or any action in any other way pertaining to this agreement, the prevailing party shall be entitled to recover expenses, including any reasonable attorneys' fees as in accordance with Florida law.

The foregoing Sales Agreement, made and signed by both parties to assure the well being and protection of this Animal, signed this date _____ is in accordance with my/our understanding and I/we agree to the terms thereof.

Signature of the Breeder or assigned agent

6940 Sykes Lane, Polk City, FL 33868

Address of Breeder or assigned agent

(863)268-0118

(407)460-0089

Signature of New Owners

Address of Owner

Telephone Number

The above agreement is signed and witnessed before me this _____ day of _____ 200_____

Notary Public

Seal:

Print, type or stamp commissioned name or notary or clerk

_____ personally known

_____ Produced identification