

VON DER MUSIKSTADT - ROTTWEILER

SELLER’S CONTRACT FOR SHOW QUALITY DOG

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, 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 AKC full registration show dog.

Title and ownership of the dog and full 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** Litter Letter _____
- (B) Name: _____ **VON DER MUSIKSTADT**
- (C) Sex: MALE FEMALE
- (D) Whelp Date: ____/____/2020
- (E) Sire: _____ AKC# _____
- (F) Dam: _____ AKC# _____
- (G) Microchip # _____
Breeder must microchip puppy to keep our warranty

2. BUYER INFORMATION:

- (A) Name: _____
- (B) Address: _____
- (C) City, State, Zip: _____
- (D) Telephone Home: _____ Cell _____
- (E) Email _____
- (E) Veterinarian Name: _____
- (F) Veterinarian Address: _____ Phone _____

BUYER PURCHASE INFORMATION:

- (A) \$_____ Deposit Paid to Seller. (non-refundable) Date: ____/____/ 2020
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, airport pet insurance, Crate, Crate Shipping Kit, and Health Certificate. The BUYER pays the puppy and all transportation fees 10 days prior to puppy turning 60 days old.
- (E) Seller Pricing
Pet Price Total: \$ _____

Buyer’s Signature _____ Date: ____/____/ 2020

Buyer’s Signature (co-owner) _____ Date: ____/____/ 2020

Print names: _____

Rosann M. Bentley _____ Date: ____/____/ 2020

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3. SHOW NAME:

- (A) **NAME** : The BUYER may choose any “CALL NAME” that he chooses; but the registered AKC, first name, will start with the Litter Letter which Von Der Musikstadt Rottweilers has specified.
- (B) **KENNEL NAME**: The said dog must carry the Von Der Musikstadt kennel name.
The name on the litter contract must be the same as on this contract and cannot be changed.
- (C) If the said dog is a male, Seller has option to use said male for breeding, with no stud fees required; but Seller will give the Buyer one (1) one puppy from the same mating.

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 there 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) disease, eye disease, and affected JLPP disease. These specific hereditary diseases have a 365 day warranty starting from the date of this contract. The dog must be tested for JLPP. JLPP carrier is not a failing guideline. The dog must fail the OFA guidelines for the warranty of each test. If the dog is not tested the warranty is void.
- (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.
- (C) SELLER does not warranty the mental stability or temperament of the dog.
- (D) Dog should be fed premium Dog food, such as “Victor dog food” or equivalent food, but to keep our **warranty** we require the “said dog” to be fed a Model Raw Prey diet / raw natural diet. Supplements are not the same. Supplements that force a puppy to grow voids the warranty, **NO EXCEPTIONS**.
- (E) If said dog is spayed or neutered before the age of twenty four (24) months, health warranties are void. Spay / neutering a dog early can cause hormone deficiencies and improper growth, and diseases.
- (F) We do not replace, swap, or refund in part or whole if a puppy is a carrier of the JLPP disease. It is the BUYERS responsibility to have the dog tested by OFA for the JLPP disease.

5. BUYER’S RESPONSIBILITIES

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 to update the AKC litter record on file. The Dog shall never be given to any SPCA, 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 Dog is returned, and the Dog is deathly sick, neglected, emaciated, showing evidence 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.