

# Rottweilers Royal



DEBORAH WHITSEL  
5151 Ziemer Road  
Gladwin, Mi 48624  
810-240-9430 or 989-426-7096  
[www.rottwelersroyal.com](http://www.rottwelersroyal.com)

## -- SALES CONTRACT --

Breed. <u>Rottweiler</u> _____	Date Whelped. _____
Sex _____	Litter Reg No. _____
Sire _____	Reg. No. _____
Dam _____	Reg. No. _____

Here in after referred to as the SELLER/BREEDER transfers to:

Name \_\_\_\_\_ Address: \_\_\_\_\_  
City & State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_  
E-mail: \_\_\_\_\_

Here in after referred to as the PURCHASER the above described dog as:

Royal's \_\_\_\_\_ Microchip Number \_\_\_\_\_  
Added condition of sale: \_\_\_\_\_  
For \$ \_\_\_\_\_, seller agrees to sell and the buyer agrees to purchase a Breeder \_\_\_\_ Pet \_\_\_\_ Female \_\_\_\_ Male \_\_\_\_ puppy from the litter described above subject to the following terms.

## -- AGREED CONDITION OF SALE --

**PURCHASER:** The Purchaser agrees to take this dog to a licensed veterinarian of his or her choice within five (5) working days for a complete health exam. Purchaser will notify Rottweilers Royal within 5 working days of the results of said exam in writing. A copy of the veterinarian report faxed or emailed to Rottweilers Royal will suffice as proof. All Purchasers rights and guarantees under the terms of this contract shall be void unless the results of the exam are provided to Rottweilers Royal in a timely manner as prescribed above.

Should the dog be determined to have a severely debilitating or terminal condition by said licensed veterinarian, the cause of which is attributable to the Seller, the Purchaser shall provide the Seller/Breeder a written diagnosis. Said diagnosis may be subject to confirmation by a veterinarian chosen by the Seller/Breeder at the cost of the Seller/Breeder. The Purchaser shall provide access to the said dog for examination by the Seller/Breeder's veterinarian. Should these veterinarians not concur with the diagnosis the matter shall then be presented to a third veterinarian mutually agreed upon by the Seller/Breeder and the Purchaser. The cost of the third veterinarian shall be equally divided between the Seller/Breeder and the Purchaser. If a diagnosis is determined to be of genetic ill-fate the Seller/Breeder will either refund the Purchaser for the purchase price of said dog or provide a replacement dog of equal value as solely determined by the Breeder/Seller. The Purchaser has the right to retain ownership of said dog or return said dog to Seller/Breeder.

The Purchaser further agrees to accept any and all financial responsibility for said dog upon completion of this transaction and for as long as the dog resides with them and is under their care and control. The Purchaser hereby releases Rottweilers Royal from any and all liabilities and damages by fault of said dog in the care or possession of the Purchaser. These damages and liabilities include but are not limited to destruction of property and physical damage to another animal, and any person or group of people.

The Purchaser agrees to provide sufficient care, shelter, training and supervision for the said dog in order to insure a healthy and secure environment. Periodic notification (annually) shall be provided to the Seller/Breeder in the form of email or written letter showing the development of said dog in pictures and written progress reports. Failure to provide updated information will result in an onsite inspection by the Seller/Breeder with 24 hours notice provided to the Purchaser. In the event the said dog is found to be in good health and temperament, no further action will be taken. Should the said dog be found to be in poor health and temperament, improperly treated or in an unacceptable environment, the Seller/Breeder shall take action under the "**Rights of Repossession**" clause following in the contract.

Under no circumstances for any reason may the Purchaser sell or transfer ownership of said dog to another party.

**SELLER:** The Seller/Breeder shall supply medical records of shots, worming, micro-chip information with registration form etc., and a veterinarian health check prior to delivery. The Seller/Breeder will provide the AKC "limited breeding" litter registration for the above described dog. The Seller/Breeder guarantees this dog to be in good health at the time of sale.

**KENNEL PREFIX:** The Purchaser agrees to use the kennel prefix "**Royal's**" before the chosen name of said dog when registering same with the American Kennel Club (AKC). Such names should be no more than twenty-eight (28) letters, including the kennel prefix.

**SHOW POTENTIAL/BREEDING DOG:** The purchase price is based on the assumption that said dog is free of hereditary defect. If said dog **does not** receive a Fair or above rating from OFA, should said dog display defects which would make said dog not fit for breeding according to the AKC standard regulations, which would make said dog incapable for ring competition the Seller/Breeder will refund the difference between the purchase price and that of a dog sold as a companion.

If said dog becomes severely or terminally ill due to genetic related illness within the first twenty-six (26) months of life, it is the responsibility of the Purchaser to contact the Seller/Breeder. The Seller/Breeder then has the right to have a second diagnosis done by the Seller/Breeders veterinarian of choice at the Seller/Breeder's cost. Should these veterinarians not concur with the diagnosis the matter shall be presented to a third veterinarian mutually agreed upon by the Seller/Breeder and the Purchaser, and the cost of the third veterinarian shall be equally divided between the Seller/Breeder and the Purchaser. If a diagnosis is determined to be of genetic ill-fate the Seller/Breeder will either refund the Purchaser for the purchase price of said dog or provide a replacement dog of equal value as solely determined by the Breeder/Seller. The Purchaser has the right to retain ownership of said dog or return said dog to Seller/Breeder.

The Purchaser agrees to have said dog undergo a hip evaluation (X-ray) for hip dysplasia by a licensed Veterinarian between four (4) to six (6) months of age and supply Rottweilers Royal with written notice from said Veterinarian, along with an OFA certification of said dog at twenty-four (24) months of age, all health certifications including but not limited to: elbows, eyes, heart, thyroid test results will be supplied to the Seller/Breeder along with a check for \$25.00 (AKC fee) at which time the **LIMITED REGISTRATION** will be lifted to a **FULL REGISTRATION** by Seller/Breeder.

**COMPANION DOG:** The purchase price is based on the assumption that said dog is free of hereditary defect. If said dog becomes severely or terminally ill due to genetic related illness within the first twenty-six (26) months of life, it is the responsibility of the Purchaser to contact the Seller/Breeder. The Seller/Breeder then has the right to have a second diagnosis done by the Seller/Breeders veterinarian of choice at the Seller/Breeder's cost. Should these veterinarians not concur with the diagnosis the matter shall be presented to a third veterinarian mutually agreed upon by the Seller/Breeder and the Purchaser, and the cost of the third veterinarian shall be equally divided between the Seller/Breeder and the Purchaser. If a diagnosis is determined to be of genetic ill-fate the Seller/Breeder will either refund the Purchaser for the purchase price of said dog or provide a replacement dog of equal value as solely determined by the Breeder/Seller. The Purchaser has the right to retain ownership of said dog or return said dog to Seller/Breeder.

It is understood and agreed that for the good of the breed a dog sold as a companion shall not be used for breeding. It is also agreed that no dog shall be sterilized before twelve (12) months of age without the Seller/Breeders consent. Females should be sterilized between twelve (12) to eighteen (18) months of age; males should be sterilized between eighteen (18) to twenty-four (24) months of age. The Purchaser agrees that if Rottweilers Royal does not receive proof of sterilization from a licensed veterinarian within twenty-six (26) months from date of sale Rottweilers Royal has the right to and may regain ownership of said dog. It is the responsibility of the Purchaser of a Companion Dog to insure that said dog does not breed or be bred accidentally or otherwise. If it is found that said dog has been bred Seller/Breeder may invoke the "**Rights of Repossession**" clause and punitive damages may be assessed as referenced in the following "**Conditions**" Clause.

**RIGHTS OF REPOSSESSION:** Unless otherwise specified, is limited to and solely for the protection of the animal. This is to assure that the dog will not be abandoned or abused, taken to a public shelter, used in a puppy mill or fighting operation, re-sold to another owner or pet store.

In the event of unforeseen circumstances the Purchaser is unable to maintain ownership of said dog, the Purchaser shall return said dog to the Seller/Breeder. The Purchaser will provide to the Seller/Breeder at the time of return, all medical records of shots, worming, Micro-chip information etc. and the AKC papers. Any refund or monetary consideration will be returned to Purchaser as solely determined by the Breeder/Seller.

It is understood that at any time for the good of said dog, any and all threats to do harm or to abuse, to sell or abandon, to mistreat in anyway said dog by Purchaser shall be understood as reason for default of Contract by Purchaser and said dog shall be immediately re-claimed by the Seller/Breeder and punitive damages shall be assessed as referenced in the following "**Conditions**" Clause.

**CONDITIONS:** It is understood that the Purchaser will be responsible for all costs associated with the return or retaining of said dog such as but not limited to: veterinary diagnosis and treatments, medical and laboratory tests, delivery, travel and enforcement.

Punitive damages in the amount of five thousand dollars (\$5,000.00) may be assessed by Seller/Breeder if Purchaser fails to comply with any of the terms of this contract. Punitive damages shall be collected upon retrieval of said dog by Seller/Breeder. Purchaser shall be responsible for any and all applicable costs in the execution of this clause and subsequent collection of funds.

**CONTRACT ENFORCEMENT/REMEDIES:** In the event it becomes necessary for either Purchaser or Seller/Breeder to pursue litigation to enforce the terms of this contract, both parties agree to submit to the jurisdiction of the Judicial Court District of Gladwin County, Michigan, and/or professional licensed Mediation.

This contract applies to the original said dog and its owner only, and is **NON-TRANSFERABLE**. I have read this contract and agree with the contents herein.

Seller/Breeder \_\_\_\_\_ Date of Sell \_\_\_\_\_

Purchaser \_\_\_\_\_ (Signature) Co-Owner \_\_\_\_\_ (Signature)

Purchaser \_\_\_\_\_ (Printed Name) Co-Owner \_\_\_\_\_ (Printed Name)

Witness \_\_\_\_\_ (Signature) Witness \_\_\_\_\_ (Printed Name)