



vom

Drakkenfels

United for true Show and Working Ability

Contractual Agreement

This contract entered into this ____ day of ____ 2006 between Breeder: *vom Drakkenfels* and Buyer: _____ for the purchase of one Rottweiler Puppy / Adult. In the consideration of the sum of \$_____, *vom Drakkenfels* promises to and does hereby deliver and agree to transfer ownership to buyer. With the signing of this contract this placement will be completed and final monies will be due.

This _____ Rottweiler was whelped on _____ from the ____-litter vom Drakkenfels AKC # or Litter # _____ Named: _____ *vom Drakkenfels* from the following breeding and is of possible show / working / pet quality at the time of sale:

Sire: _____ AKC # _____ OFA # _____

Dam: _____ AKC # _____ OFA # _____

Vom Drakkenfels guarantees this Rottweiler to be from OFA / HD rated Sire and Dam. The health of this Rottweiler was checked and certified good on the 2nd day of **June, 2006** by a licensed veterinarian. The buyer agrees to provide all medical treatments and maintain the proper health of this dog for his / her lifetime. *Vom Drakkenfels* will be there to provide information and advice for this dog as needed by the buyer. *Vom Drakkenfels* agrees to guarantee for all disqualifying genetic faults on all show and working quality Rottweilers for (1) one year. This Rottweiler will be guaranteed to pass his OFA hip certification at the age of (2) two years. Any and all guarantees will be forfeit if the buyer does not provide this dog with reasonable care, proper handling and nutrition for his / her wellbeing. Riding unprotected inside or on any vehicles, playing tug of war games, running on slick surfaces and any other like practices places this animal at risk.

Pet quality puppies will be sold with papers for limited registration and will not carry any guarantees for genetic faults and must be spayed or neutered within six months from the date of this contract with proof provided to *vom Drakkenfels*. Violation of the terms of this contract that could negatively impact this dogs health, safety or wellbeing may result in the buyers being required to return the dog to the breeder within (5) five days of receipt of notice from the breeder.

The buyer will be responsible for the transport of this dog back to the breeder. If for any reason the buyer can not keep this dog, it is agreed that the ownership will be vested with *vom Drakkenfels* and first right of refusal will be given. **NO** part of this contract is transferable unless by agreement with *vom Drakkenfels*. If all precautions have been met and this contracted dog does not meet above guarantees, breeder agrees to allow a Rottweiler of equal value, when available, to be sold at a reduced price which will be set at \$1000 which is a pet price, only if proof is provided to *vom Drakkenfels* that the before mentioned dog has been spayed or neutered. Buyer incurs all shipping costs and the purchase of a proper shipping crate as needed. Crate **must** be available at time of pickup for this Rottweiler so plan ahead and bring one with you at that time. Buyer agrees not to breed this dog before it is (2) years old, has been OFA certified and then to breed to an OFA / HD certified mate. It is recommended that if this Rottweiler is to be bred, that all precautions are taken to protect future offspring from any and all hereditary faults. *Vom Drakkenfels* agrees to help with research for the selection for a proper mate if needed. Buyer understands that proper training will be needed for the lifetime of this animal and agrees to provide training and conditioning for success. *Vom Drakkenfels* will provide buyer with assistance at 50% normal show training and handling rates for the future success of this Rottweiler. Buyer also agrees to send copies of pictures, certificates, titles and awards to *vom Drakkenfels* to update on the progress and wellbeing of this animal. In recognition of accomplishments, **we** hereby offer 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 above-mentioned titles must be supplied to **us** 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 **us** of proper proof of Dog's earning any of the following titles.

- a. A.K.C. Breed Championship: \$100.00
- b. A.K.C. CD, TD, HT, PT HS, or Novice Agility Dog Title: \$25.00
- c. A.K.C. CDX, TDX, HX, UD, or Advanced Agility Dog Title: \$50.00
- d. A.K.C. Obedience Trial Champion: \$100.00
- e. BH, AD, BST Title: \$25.00
- f. SchH I, II III Title: \$50.00
- g. C.K.C. Breed Championship and/or Obedience Title: \$25.00

The purpose of this contract is to protect and preserve the purebred dog. It is agreed and understood that this Rottweiler has not been purchased for resale or for the use by wholesale operations. It is further understood that this animal will not be resold to any pet shop, dog farm, wholesaler, or any agent of previous for any reason whatsoever. It is also agreed that all efforts will be made to prevent the offspring of this Rottweiler from being sold to such parties. The buyer hereby releases from responsibility *vom Drakkenfels* or any agents of *vom Drakkenfels* from any and all liabilities and or damages by fault of said Rottweiler after said Rottweiler is in the possession and care of the buyer. These damages and liability included but are not limited to destruction of property and or physical damages to any person or group of people. It is further agreed, that if 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 is to assure the well being and protection of this Animal is in accordance with my/our understanding and I/we agree to the terms thereof.

Signature of the Breeder or assigned agent

Signature of Buyer

Address of Breeder or assigned agent

Address of Buyer

Telephone Number

Telephone Number