



# Von Marc Rottweilers

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## Bill of Sale and Pet Companion/Co-Ownership Contract

This contract is by and between **Von Marc Rottweilers (Von Marc)** who offers for sale a pet companion Rottweiler puppy (hereinafter referred to as **dog** for the purposes of this contract) to (hereinafter referred to as **Buyer**) who agree to purchase the dog with the following warranties and conditions. No other warranties or conditions are either expressed or implied.

**Buyer(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Sex:** \_\_\_\_\_

**Date Whelped:** \_\_\_\_\_

Purchase Price is **\$2000** (U.S.) upon approval of Buyer by Seller which will be paid in full (via cash or cashier's check) prior to receipt or shipment of the dog.

**Sire:** \_\_\_\_\_

**Dam:** \_\_\_\_\_

*Both parties enter into this agreement with sincere intentions for the advancement and preservation of quality Rottweilers and with mutual desire for the best interest in the breed.*

1. **Von Marc** guarantees that the dog is purebred with AKC registered parents. Dog will be sold with a "Limited Registration" and **Buyer** will be designated as "Owner" and **Von Marc** as "Co-Owner" with **Von Marc's** address. **Von Marc** will complete the registration of the dog once Buyer decides upon a name for the dog. **Von Marc** will send **Buyer** a copy of the Limited Registration. The Limited Registration shall be signed over to **Buyer** once **Von Marc** has received proof from a licensed veterinarian of the spaying/neutering of the dog.

*"The Following Guarantee Applies Only To The Original Buyer"*

2. **Von Marc** guarantees this dog is in good health at 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 **Von Marc** within 72 hours of purchase with the registration duly signed. Full purchase price shall be refunded if **Von Marc** is supplied with a written opinion of a veterinarian describing any health problem found within this 72 hour period that is life threatening. **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 set forth in the protocol by Dr. Jean Dodds (included in puppy binder).

*Disclaimer: If this vaccination protocol is not followed, all guarantees are null and void.*

3. **Buyer** agrees to have this dog x-rayed for canine hip dysplasia, elbow dysplasia, heart (to be done by a certified canine cardiologist) and eye disease (to be done by a certified ophthalmologist) by the age of 28 months. These certifications must be done in accordance with the Orthopedic Foundation For Animals, Inc. (OFA) and Canine Eye Registry Foundation (CERF) procedures and submitted to the OFA/CERF for evaluation. A copy of the OFA/CERF results will promptly be sent to **Von Marc**.

4. This dog is the product of OFA certified breeding stock, both parents and all grandparents certified free of Hip Dysplasia and either certified free of elbow dysplasia or with a Grade 1 evaluation and certified free of heart disease by the Orthopedic Foundation for Animals

With respect to the hips and elbows, because of the great amount of environmental variables that come to play a part in the development of the dog's hip and elbow joints, **Von Marc** does not guarantee that this dog himself or herself will be free of this condition. However, we will provide a \$300.00 refund fee if the dog is diagnosed with hip dysplasia or "Grade 3" elbow dysplasia as verified by the Orthopedic Foundation for Animals (OFA). We do recommend that the dog is not road worked (or any equivalent type of exercise or play) until after the age of 18 months.

*Disclaimer: This guarantee is null and void should the dog be spayed or neutered prior to 18 months of age.*

**Von Marc** will provide a \$300.00 refund if the dog is diagnosed with **SAS** as verified by a board certified cardiologist *via an echocardiogram* by the age of 28 months.

5. This dog is the product of OFA eye certified breeding stock, both parents certified free of hereditary eye defects by the OFA Foundation for Animals. However, **Von Marc** does not guarantee that the dog himself or herself will OFA certify and/or be free of any hereditary or congenital eye defects.

6. This is a Pet Companion puppy. This means a disqualifying fault is present and the dog should not be bred. **Buyer** agrees that the dog will be spayed or neutered but not until after 18 months of age. *See disclaimer in Section 4.*

7. **Buyer** further agrees 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 follow the diet and vaccination schedule recommended by **Von Marc** and dog will have access to fresh water at all times. **Buyer** agrees that the dog will attend its first obedience class by the age of 10 months. **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 **Von Marc** that this dog shall live out its natural life as the companion of the **Buyer**. It is expressly understood that under no circumstances 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 **Von Marc** 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 **Von Marc**.

8. **Buyer** will pay all costs of shipment for receiving their dog to the closest airport of choice. These costs include, but may not be limited to, a crate (\$70), health certificate (\$70), cargo costs and insurance fees (insurance at **Buyer's** option). All charges must be paid in full prior to shipment of the dog.

9. **Buyer(s)** agrees to release and hold harmless **Von Marc** 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 **Von Marc** as a result of any costs of expenses incurred by **Von Marc** 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 **Von Marc**. In such case, **Buyer(s)** shall forfeit all monies paid for and spent on the dog and turn over dog, with signed registration. If the dog is returned because of breach of contract, it shall be at no expense to **Von Marc**.

11. This Agreement is to be construed according to the laws of the State of Idaho. Any suit by either party against the other shall be brought in the District Courts in and for the State of Idaho and more particularly, in Kootenai County, Idaho. **Buyer** submits themselves to the jurisdiction of the Courts and laws of the State of Idaho and they specifically waive any claim of jurisdiction in any other Court or in a Court of any other Country. All litigation, one against the other, shall be brought in the State of Idaho.

*I have read, understand and agree to abide by the terms 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 VON MARC \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE OF VON MARC \_\_\_\_\_

DATE \_\_\_\_\_

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

DATE \_\_\_\_\_

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

DATE \_\_\_\_\_