

Von Marc Rottweilers

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BILL OF SALE AND SHOW POTENTIAL/CO-OWNERSHIP CONTRACT (Consisting of three pages plus Addendum)

This contract is by and between Von Marc Rottweilers (Von Marc) who offers for a **show potential** Rottweiler puppy (hereinafter referred to as **dog** for the purposes of this contract) upon Von Marc's approval to the following, (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. There is no guarantee of breed ability, show quality, temperament, ability to train/take directions or fertility.

Name(s): _____

Address: _____

Email: _____ Phone: _____

Date Dog Whelped: Sex: ID Color: Microchip:

Sire:

Dam:

Purchase Price is **\$3500.00** upon approval of Buyer by Seller, to be paid in U.S. funds full prior to release of the dog. See potential additional charges in Section 5(d).

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. REGISTRATION

A. Buyer will be designated as "Owner" and Von Marc as "Co-owner" on the registration of the dog with Von Marc's address. The "Von Marc" prefix shall be at the beginning of the dog's name. At this time, the dog is judged to be of show potential and is a good example of the breed. Von Marc will complete an online registration of the dog once Buyer decides upon a name for the dog. A copy of the registration will be sent to Buyer. Von Marc will retain the original registration certificate until all stipulations of this contract are fulfilled.

2. GUARANTEE

A. If the dog is found to have any of the faults below:

1. Hip Dysplasia or Grade 2 or 3 bilateral Elbow Dysplasia as verified by OFA - **All OFA claims are to be made before the dog is 28 months of age**
2. Any disqualifying fault as per the AKC Rottweiler Official Breed Standard. **This claim must be made by the time the dog is 12 months of age**
3. Any **hereditary** eye problem as determined by a Board-Certified Ophthalmologist by the age of 28 months. Von Marc Rottweilers **does not** guarantee that the dog will be free of other latent congenital defects. **All claims for eye problems are to be made before the dog is 28 months of age**
4. SAS (verified via ECHO by a certified Canine Cardiologist) – **claim to be made prior to the dog reaching 28 months of age**

one of the following options may be exercised:

- 1) Buyer will be able to purchase a show quality puppy from a future Von Marc litter for \$1300.00 once the original animal has been spayed/neutered (Buyer to keep the dog) or,
- 2) Buyer may receive a \$500.00 refund from Von Marc once Von Marc has confirmed that the original dog has been spayed/neutered (Buyer to keep the dog).

There is no guarantee as to when the next litter will be bred. All health checks/certificates must be completed by the age(s) stipulated in this contract or this Guarantee is invalid.

This Guarantee is null and void should the dog be spayed or neutered prior to 18 months of age.

B. This guarantee is offered providing the dog is not road worked for exercise until after the age of 18 months and only after **preliminary hip and elbow evaluation by x-rays are verified clear by OFA (hips - passing, elbows-clear or Grade 1)**. Preliminary hip and elbow x-rays and submittal to OFA for verification **must** be done by the time the dog is 18 months of age.

3. HEALTH

A. 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. 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 in accordance with the protocol set forth by Dr. Jean Dodds (included in puppy binder).

B. Buyer agrees to have the dog x-rayed for hip dysplasia and elbow dysplasia and heart **ECHO** tested by a board-certified canine cardiologist (*practitioner results will not be accepted*) and canine ophthalmologist between the ages of 24 - 28 months. These certifications must be done in accordance with the Orthopedic Foundation for Animals, Inc. (O.F.A.) procedures and submitted to the OFA for evaluation. A copy of the OFA results will be sent to Von Marc.

Buyer agrees to strictly adhere to the rules and regulations regarding health testing and breeding set forth by the current Mandatory Practices (those in place at the time of the breeding) of the American Rottweiler Club. The Mandatory Practices can be found on the American Rottweiler Club website (www.amrottclub.org).

4. BREEDING

A. Buyer is obligated (and agrees) to **not** breed this dog until:

1) The dog is a minimum of two years of age.

2) The dog must be OFA certified Fair, Good or Excellent. The dog must have OFA elbow results of Clear or Grade 1, OFA eye, JLPP and heart ECHO certification. All health certifications must be done after the dog turns 24 months of age and heart certification must be performed by a board-certified cardiologist (*practitioner results will not be accepted*). Copies of all health certifications shall be sent to Von Marc prior to any breeding taking place. If the dog has Grade 1 elbows, it is suggested that it only be bred to a dog with passing (clear) or grade 1 elbows. **ALL** health certification results **must** be disclosed and published on the OFA website. The dog must have been issued a CHIC number prior to being bred.

3) The dog has earned a **minimum of one** of the following titles:

a) AKC Championship, AKC/CKC CDX, TDX, AX.

Or, any **two** of the following titles:

b) CKC Championship, AKC/CKC CD, AKC/CKC TD, RAE, NAJ or NAP, HS, CI, AD, BH, Ztp, BST or SchH1.

4) Any dog with which this dog is to be bred must also meet the conditions set forth in this paragraph including health certifications as stipulated by the American Rottweiler Club Mandatory Practices currently in place at the time of breeding.

B. Alternatively, Buyer may request Von Marc to waive any of the foregoing title requirements, for good cause shown, which Von Marc may accept or reject at their sole election. If Von Marc consents to such breeding, such consent shall be evidenced in writing or via email before any breeding is consummated. ***Such consent shall be given only upon Buyer agreeing that the requirement for titles as per Section 4.A.3 above be achieved prior to a second breeding of the dog taking place.***

C. Buyer acknowledges that improper breeding of the dog could cause irreparable injury to Von Marc's reputation and could endanger the Rottweiler breed. The Buyer agrees to strictly adhere to the rules and regulations regarding breeding set forth by the American Rottweiler Club and stipulated within this contract. *If the dog is utilized for any breeding in violation of this Section 4, however described, by any person or entity, Von Marc shall be entitled to demand immediate return of the dog and Buyer shall, in addition to returning the dog and transferring the registration of the dog back to Von Marc, be liable to Von Marc for liquidated damages in the amount of \$10,000.00, without reduction or setoff in any amount whatsoever.*

D. Additional Breeding Requirements ~ see attached Addendum.

5. ADDITIONAL TERMS

A. The Buyer agrees that any puppies resulting from the breeding(s) of the dog will have tails docked.

B. Buyer agrees that they will not spay or neuter the dog without first obtaining Von Marc's approval.

C. 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 the dog will be a household (indoor) companion and that it will have access to a fenced yard. Buyer will discuss the diet recommended by the Von Marc and dog will always have access to fresh water. Buyer agrees that the dog will attend its first obedience class by the age of ten months. Buyer agrees not to tie or otherwise tether said dog for primary confinement, use the dog for 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. The Buyer agrees that if he/she is unable to care for the dog for ANY REASON, it is the will of the Buyer that the dog be returned to the care of the breeders, Harold and Sharon Marples, Von Marc Rottweilers and not to a shelter or a rescue organization. This agreement will supersede any other arrangement made by any one at any time. This protects the dog from being taken by any organization with no vested interest in the dog when the owner is unable to provide for it. As preservation breeders, we are committed that our dogs never end up in shelters or in rescue.*** It is agreed to by Buyer that upon the death of this dog, at any age, prompt notice will be given to Von Marc.

D. Von Marc prefers that Buyer come and pick up their puppy, but in certain circumstances, we will ship puppies via air cargo. 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 (\$60-\$100 depending on size required), health certificate (\$70), cargo costs and insurance fees (insurance at Buyer's option). If Von Marc is unable to ship the dog C.O.D, all shipping costs must be paid before the dog is shipped. The shipping arrangements will be mutually agreed upon by both the Buyer and Von Marc.

E. Buyer agrees to list Von Marc as "Von Marc" in any advertising or promotion regarding the purchased dog — (e.g. "**Bred by Von Marc** — Von Marc Rottweilers, **Harold and Sharon Marples**").

6. LEGAL AGREEMENTS

A. 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.

B. 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. Further, Buyer(s) agrees to remain in good standing with the American Kennel Club. Suspension from the club will result in the dog being permanently returned to Von Marc. In either 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 Breeder.

C. It is stipulated that if the Buyer fails to comply with any of the terms or conditions of this Sales Agreement, Von Marc Rottweilers shall have the absolute right to demand the return of the dog and the dog shall be returned to Von Marc Rottweilers. If the dog is permanently returned to Von Marc Rottweilers due to Buyer's lack of compliance with any of the terms and conditions of this Sales Agreement, Buyer shall forfeit all monies paid to Von Marc Rottweilers and shall immediately sign over registration papers to Von Marc Rottweilers.

D. It is agreed that should any legal action result from breach of this contract, the party so breaking the agreement shall bear all legal costs, attorney's fees and expert's fees incurred by the prevailing party. Further, regarding any breach or anticipated breach of this Sales Agreement, Von Marc Rottweilers shall in addition to any other rights granted hereunder, have the right to seek an injunction from the court of competent jurisdiction to enforce the provisions of any paragraph herein. It is further agreed that any puppies produced as a result of any breeding conducted in violation of this sales contract, whether such breeding is described as planned, intentional or accidental, conducted by natural or artificial means, shall NOT be registered by AKC or any other dog or animal registry.

E. Buyer agrees to release and hold harmless Von Marc for 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 because 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.

F. The laws of the State of Idaho, venue in Kootenai County, will govern all legal questions or disputes regarding this contract. Buyer expressly waives all objections to jurisdiction and venue. If any term, provision, condition, or covenant of this agreement, for any reason, were held illegal, invalid, void, or unenforceable, the remainder of this contract will be in full force and effect.

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 _____

ADDENDUM TO BILL OF SALE AND SHOW POTENTIAL/CO-OWNERSHIP CONTRACT

In the case of a female puppy, it is agreed:

- a) Buyer agrees to diligently work towards obtaining the required titles on the dog before the dog is ready for breeding.
- b) It is preferred that the dog be bred for their first litter between the ages of 2 ½ - 3 ½ years of age. Von Marc retains the right to approve the stud dog for the first breeding. The stud fee and all associated breeding costs shall be paid by the Buyer. Von Marc will receive second pick puppy from the litter. The puppy shall be picked by Von Marc (or their designee) by the time the puppies turn 8 weeks of age. If Von Marc decides not to choose one from the litter, Von Marc has the right to wait for a 2nd pick puppy from the second litter which will be their last litter for consideration. Von Marc's puppy will carry the Von Marc kennel name on the front of the puppy's name and Von Marc shall name that puppy. If there are shipping costs involved to receive their puppy, Von Marc will pay those costs. After Von Marc has received their puppy, Von Marc agrees to release co-ownership of the bitch to the Buyer.
- c) **OR**, the Buyer may elect to return the dog to Von Marc for a breeding at the onset of her first heat cycle after all health clearances have been completed or at the latest, before 3 1/2 years of age. Buyer and Von Marc will split the cost of shipping/transporting the dog to and from Von Marc.
 - Von Marc will be responsible for all associated breeding expenses.
 - If five or more puppies are whelped and live to eight weeks of age, Von Marc will pay Buyer \$500 for the use of the bitch.
 - If four or less puppies are whelped, there will be no reimbursement to the Buyer.
 - Buyer may elect to take cash or apply the \$500 towards the purchase of a show potential or pet companion puppy from the litter, or a future litter, at prices in place at the time of purchase. The choice to take a puppy from the current litter must be made prior to the puppies reaching six weeks of age. If Buyer would like a show potential puppy, the Buyer will be eligible for either 2nd or 3rd pick puppy, at Von Marc's discretion. After the puppies reach eight weeks of age, Von Marc will release co-ownership of the bitch to the Buyer.
- d) Option "c" above may be repeated under the same stipulations for a second litter if both Buyer and Seller agree.
- e) If the sire or dam of this puppy is a JLPP Carrier, this puppy **must** be tested for JLPP prior to any breeding taking place. **Under no circumstances, if this puppy is certified as a Carrier, may this puppy ever be bred to another Carrier.** Any dog to whom she is bred to must be certified "Clear" of the JLPP gene.

If this puppy is "Clear" then she may be bred to a Carrier provided the Buyer agrees to test all resulting puppies for JLPP before they are placed into their new homes. **This stipulation must be included in any sales contracts for puppies produced by this bitch.**
- f) Buyer agrees to strictly adhere to the rules and regulations regarding health testing and breeding set forth by the current Mandatory Practices (those in place at the time of the breeding) of the American Rottweiler Club. The Mandatory Practices can be found on the American Rottweiler Club website (www.amrottclub.org).
- g) Von Marc does not guarantee that the female puppy will get pregnant when bred.

Buyer will notify Von Marc of their choice of the above options prior to the dog turning 24 months of age.

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** _____

ADDENDUM TO *BILL OF SALE AND SHOW POTENTIAL/CO-OWNERSHIP CONTRACT*

In the case of a male puppy, it is agreed:

- a) Von Marc retains the right to use the dog at stud for a total of three breedings (natural, chilled semen or side by side A.I. – minimum of two covers for each bitch) **AND** to collect and freeze semen twice for future use. In either case, this will be done at no expense to the Buyer. Any semen collection/shipping will be paid for by Von Marc and shall thereafter be the property of Von Marc to use as they see fit.
- b) Buyer agrees to strictly adhere to the rules and regulations regarding health testing and breeding set forth by the current Mandatory Practices (those in place at the time of the breeding) of the American Rottweiler Club. The Mandatory Practices can be found on the American Rottweiler Club website (www.amrotclub.org).
- c) If this puppy is certified JLPP Clear then he may be bred to a Carrier provided the bitch owner agrees to test all resulting puppies for JLPP **before** they are placed into their new homes. ***This stipulation must be included in any stud contracts for puppies produced by this dog.***
Under no circumstances, if this puppy is certified as a Carrier, may this puppy ever be bred to another Carrier. Any bitch to whom he is bred to must be certified "Clear" of the JLPP gene.
- d) There is no guarantee that the dog will sire puppies.

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 _____