

Von Marc Rottweilers

Harold & Sharon Marples
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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: _____ Color ID: _____

Purchase Price is **\$2750** (U.S. Cash) upon approval of Buyer by Seller which will be paid in full 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 Registration. The Registration shall be signed over to Buyer once Von Marc has received proof from a licensed veterinarian of the spaying/neutering of the dog. Buyer is free to show the dog in any venue. However, if they decide to breed the dog, Owner will be required to upgrade to a Show Potential contract and abide by all its stipulations. Such contract may be found on the Von Marc Rottweilers website.

"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. 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.

3. Buyer agrees to have this dog tested and x-rayed for canine hip dysplasia and elbow dysplasia, heart certified (to be done by a certified canine cardiologist), JLPP, 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) procedures and submitted to the OFA for evaluation. A copy of the OFA results will promptly be sent to Von Marc.

4. With respect to testing the heart, Von Marc will provide a \$300 refund if the dog does not pass a heart echo performed by a canine certified cardiologist.

5. 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) or diagnosed with SAS as verified by a board-certified cardiologist *via an echocardiogram* by the age of 28 months. 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 24 months of age.

6. 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.

7. 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 24 months of age. See disclaimer in Section 4.

8. Buyer agrees that, if the puppy were to pass away before the age of 12 months from any unknown circumstance, buyer will have a necropsy of the puppy performed and make all results of such event available to Von Marc Rottweilers. If the cause of death is determined to be from an undiagnosed congenital condition, Von Marc will reimburse Buyer for the cost of the necropsy as well as purchase price of the puppy. If the cause of death is not from a congenital condition, no such reimbursement shall be made unless agreed to, prior to the necropsy, in writing.

9. 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-\$150 depending on size required), health certificate (\$125), 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

10. 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. 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.

11. 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.

12. 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.

13. 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 _____