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Von Marc Rottweilers

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BILL OF SALE AND CO-OWNERSHIP CONTRACT

This contract is by and between Von Marc Rottweilers (Von Marc) who offers a Rottweiler puppy (hereinafter referred to as **dog** for the purposes of this contract) for sale 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.*

Buyer: _____ hereinafter called Buyer,
Address _____ City _____

State _____ Zip _____ Phone _____ EMAIL _____

Sex _____ Whelped _____ Microchip ID# _____ Collar Color: _____

SOLD AS: _____ SHOW POTENTIAL (\$3500) _____ COMPANION / PET (\$2500)

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

GENERAL INFORMATION

Buyer agrees to purchase the Rottweiler described above for **cash** to be paid prior to receipt of puppy and before AKC registration application is released, under the following warranties and conditions.

Buyer will be designated as "Owner" and Von Marc (Sharon Marples) 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. 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 terms of this contract are fulfilled. All puppies sold under a Companion/Pet contract will be registered with the AKC under a **limited registration**. Puppies sold under a Show contract will be registered with the AKC under a **full registration**.

GENERAL HEALTH, SAFETY AND TRAINING

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 all vaccinations.

If the Buyer opts not to get the puppy veterinarian checked, then the Buyer shall assume full responsibility for the health, anatomical make-up, appearance and temperament of the above described animal upon leaving Von Marcs premise. Non-examination of the puppy will make all guarantees/warranties null and void.

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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 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 anyone 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.

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.

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

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 any and 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.

Von Marc has done everything possible to avoid any type of genetic faults in accordance with the American Rottweiler Club breeding regulations. Von Marc(s) guarantee both parents have been cleared by the Orthopedic Foundation for Animals (OFA) at a minimum of two years of age and have obtained a CHIC number.

Buyer agree that should it become necessary to give up ownership of the animal in the future, the Von Marc(s) will be notified immediately and be given the first right of refusal.

The dog listed on this contract shall not be spayed or neutered before 2 years of age (unless medically necessary) without first consulting Von Marc and obtaining written authorization from Von Marc. If Buyer spays or neuters this animal either on purpose or by accident without authorization, the Buyer agrees to pay Von Marc three (3) times the purchase price of the animal.

COMPANION / PET

If the puppy is being sold other than a show / breeding prospect, it is agreed at the time of sale, that the puppy **will not be used for breeding**. Buyer agrees not to breed the puppy and will not spay or neuter until the puppy reaches 24 months of age or older (unless medically necessary) or an agreed upon age between Von Marc(s) and Buyer. Proof of Spay/Neuter will be sent to Von Marc. In the event any breeding takes place, Buyer agrees to pay a penalty to the Von Marc in the amount of \$5,000.00. Any litter(s) from this dog shall not be registered with the American Kennel Club (AKC).

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BREEDING (APPLICABLE TO SHOW PROSPECT PUPPIES ONLY)

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).

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 elbows, OFA eye, JLPP, dentition, heart ECHO certification and the Rottweiler Panel offered by U.C. Davis must be completed. 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. An ECHO may be done any time after 20 months of age with the stipulation that auscultation will be performed by a certified cardiologist after the dog turns 24 months. 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 may only be bred to a dog with passing (clear) 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:

- AKC Championship, AKC/CKC CDX, TDX, AX, RAE, PCDX, OAP, CX, SchH1, SWA, SHDA, SWD or any advanced title as stipulated by ARC.

Or, any **two** of the following titles if no championship is earned (titles not listed may be considered):

- CKC Championship, AKC/CKC CD, AKC/CKC TD, RAE, NAJ or NAP, HI, CI, OA, AD, BH, Ztp, BST or any advanced title as stipulated by ARC.

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.

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 above be achieved prior to a second breeding of the dog taking place.**

Any Dog or Bitch to which the Rottweiler is to be bred must also meet the conditions set forth above.

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.**

GUARANTEE (APPLIES TO SHOW POTENTIAL PUPPIES ONLY)

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

- 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**

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- 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**
- 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**
- 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:

- Buyer will be able to purchase a show quality puppy from a future Von Marc litter for half price of the purchase price in place at the time of replacement once the original animal has been spayed/neutered (Buyer to keep the dog) or,
- Buyer may receive a \$1000.00 refund from Von Marc once Von Marc has confirmed that the original dog has been spayed/neutered (Buyer to keep the dog).

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.

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 24 months of age.

D. Additional Breeding Requirements ~ see attached Addendums.

Hold Harmless

Buyer agrees to release and hold harmless Von Marc for any and all liability, damages and/or injuries caused either directly or indirectly by this Rottweiler to any person or animal, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyer assume(s) full liability for any damages or injuries, whether physical, mental or economic, caused by this Rottweiler to any person or animal, whether actual or legal to any property, whether real or personal, after receiving and acknowledging delivery and possession of this animal. Buyer further agrees to indemnify or reimburse Von Marc as a result of any cost or expense incurred by Von Marc as a result of any act by Buyer causing liability, damages or injuries as set forth herein.

Buyer shall not, under any circumstances, encourage the Rottweiler to be vicious, use or train the Rottweiler for any "attack" or protection work or place the Rottweiler in any situation in which the animal is encouraged to be hostile or aggressive towards any human being or animal.

In the event the Rottweiler is permanently returned to Von Marc due to Buyer lack of compliance with any of the terms and conditions of this sales contract, Buyer shall forfeit all monies paid to Von Marc and shall immediately sign over registration papers to Von Marc. Further, if the Rottweiler is a male, title to and control over any and all semen collected shall be immediately transferred to Von Marc. Subsequent breeding utilizing such semen being expressly prohibited by anyone other than Von Marc and without regard to the identity of the registered owner(s) at the time semen was collected, catalogued or stored.

All legal questions or disputes regarding this contract shall be governed by the laws of the State of Idaho, venue in Kootenai County. If any legal term, provision, condition or covenant of this contract should for any reason be held illegal, invalid or unenforceable, the remainder of the contract shall remain in full force and effect. Buyer acknowledge(s) reading and understanding each of the previous captions on each and every page of this contract.

We the undersigned, have read this contract and do understand and agree to its terms and conditions. The written terms of this contract constitute the entire agreement between Buyer and Von Marc and no other written, verbal statements, promises, documents or writings shall have any weight or effect upon this contract.

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Buyers Legal Signature _____ Date _____

Buyers Legal Signature _____ Date _____

Von Marcs Legal Signature _____ Date _____

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ADDENDUM TO BILL OF SALE AND 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. If Buyer does not plan to breed a second litter within 18 months of the breeding of the first litter, Von Marc has the right to use the bitch for a breeding at the next heat cycle with all terms of section "c" below in place. 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 will 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. Von Marc will be responsible for any costs associated with shipping the dog to/from the Owner.
 - 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 \$1000 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 \$1000 towards the purchase of a show potential or pet companion puppy from the 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 2nd pick puppy, at Von Marc's discretion. The puppy will be sold under the terms of the Von Marc Show Potential contract in place at the time.
- 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.
- f) Von Marc does not guarantee that the female 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.

Buyers Legal Signature _____ Date _____

Buyers Legal Signature _____ Date _____

Von Marcs Legal Signature _____ Date _____

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ADDENDUM TO BILL OF SALE AND 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 (3) breedings (natural, chilled semen or side by side A.I. – minimum of two covers for each bitch) **AND** to collect and freeze semen up to five (5) times 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.amrottclub.org).

c) If this dog 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. ***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.

Buyers Legal Signature _____ Date _____

Buyers Legal Signature _____ Date _____

Von Marcs Legal Signature _____ Date _____

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