

ZIRKCREEK ROTTWEILERS SALES CONTRACT for a Show/Working Prospect

BREEDER: ZIRKCREEK ROTTWEILERS, CKC Registered Kennel # 11207018

ADDRESS:

PHONE:

E-MAIL: jazzmanrocks@shaw.ca

BUYER

ADDRESS

PHONE #

E-MAIL

DOG'S REGISTERED NAME

REGISTRATION #

WHELP DATE

SEX

MICROCHIP

SIRE:

DAM:

Purchase price of \$----- and is due in full, when buyer comes to pick up the dog. Funds must be in cash or certified money order only. Please note the Breeder will **not** fly a puppy. Buyer must come and pick up puppy in person from the Breeder.

1. REGISTRATION

Breeder guarantees that the above described dog is a purebred Rottweiler, born out of the AKC and/or CKC registered parents as listed above. As per CKC regulations, this dog will be permanently identified by microchip prior to leaving the breeder and registered in Canada by the Breeder. A copy of the three generation pedigree will be provided to the Buyer if desired. If the buyer resides in the US, Buyer shall duly register ownership of this dog with the American Kennel Club in the name(s) of the Buyer(s) as listed above as owner(s). Buyer may choose the registered name, **which must start with a D**, and must be in keeping with any theme the breeder has designated for this litter, and must include the "**Zirkcreek**" prefix. Once Breeder completes the individual CKC registration to indicate the name chosen, Buyer does not have the right or approval to change the registered name of the dog. Buyer agrees to provide the Breeder with their current address and phone number for the life of the dog, in the event buyer changes residences.

2. HEALTH

a) Breeder guarantees that this dog is in good health at the 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 the Breeder within 72 hours of purchase with the registration duly signed and the dog unaltered, for a full refund of purchase price, less a \$300.00 non-refundable fee.

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 recommended by the Breeder and/or required by the Buyer's state or province of residence. Buyer agrees to feed the dog a high quality commercial dog food, or a nutritionally appropriate home prepared and/or raw diet for the life of the dog.

b) Buyer agrees to have this dog x-rayed for canine hip dysplasia and elbow dysplasia between the ages of 24 and 28 months of age, and tested for eye disease between the ages of 12 and 24 months. The buyer agrees to have an OFA ACA (advanced cardiac auscultation) between 24 and 28 months, done by a board certified cardiologist. These certifications must be done in accordance with the ORTHOPEDIC FOUNDATION FOR ANIMALS, INC. (OFA) and submitted to the OFA for evaluation. Buyer agrees to check the box on all the OFA forms, agreeing to release the results of the above required tests, pass or fail, to the OFA open database. A copy of all the OFA results will be promptly sent to the breeder. For the

benefit of the breed, this procedure will be followed, regardless of whether the dog is sold as a show/working prospect or companion only animal.

3. GUARANTEE

This dog is being sold as a show/working prospect. This means that the dog has no disqualifying faults. If a Show/Working Prospect is found to have any of the faults or any of the health issues listed below Breeder will either refund \$500.00 from the original purchase price to the Buyer, or offer a replacement puppy for 50% of the purchase price of the dog in question, (once the buyer has provided proof the original dog has been spayed/neutered), when it becomes available, and upon presentation of proof of the health issue, by a licensed veterinarian specialist, in writing, and/or by mutual agreement between both Buyer and Breeder. Buyer will keep the dog in either case. Included are the following faults/health problems

HIP DYSPLASIA (However Mild, as rated by the OFA)
ELBOW DYSPLASIA (DJD Grade II or worse as rated by the OFA)
SUB-AORTIC STENOSIS (As diagnosed via Echocardiogram by Board Certified Cardiologist)
FAILURE TO EVER PASS OFA EYE exam (Second opinion required)
AUTOIMMUNE THYROIDITIS/HYPOTHYROIDISM (Multiple draws required)
FAULTY BITE (Overshot, Undershot, Wry, Any Non-Eruptive Tooth)
CRYPTORCHID or MONORCHID
ENTROPIAN OR ECTROPIAN

This health guarantee is limited to claims for health issues as listed above, and will only be honoured if the tests are performed on the dog before it reaches 28 months of age. Breeder does not guarantee against other latent congenital health problems.

4. BREEDING

The term "Show/Working Prospect" does not mean that this dog is sold as a breeding animal. Furthermore, the following conditions must be met prior to this dog ever being bred. All potential breeding partners must meet these same conditions unless otherwise agreed to, in writing, by Breeder. Failure of this dog, or its breeding partner to meet these criteria prior to being bred will result in full ownership of dog, any frozen semen, and any resulting puppies being signed over to and released to Breeder for possession and legal ownership.

- A. MUST BE OVER 24 MONTHS OF AGE
- B. MUST BE IDENTIFIED BY TATTOO and/or MICROCHIP OR DNA PROFILE
- C. MUST BE FREE OF ALL FAULTS LISTED IN SECTION THREE
- D. MUST BE ON FULL AKC OR CKC REGISTRATION
- E. MUST HAVE A CKC AND/OR AN AKC CH as well as
- E. A MINIMUM OF ONE OF THE FOLLOWING TITLES:
AKC OR CKC CD, RN, CS, TD, AX, or HT, HS.
AKC or CKC approved Nosework (advanced)

In addition, Buyer MUST complete the health clearances as outlined in paragraph 2, passing OFA Hips with at least a Fair grade and passing the OFA Eye exam. In addition, potential breeding bitches/stud dogs must also pass an ECHO cardiogram cardiac exam, performed by a board certified cardiologist, prior to being bred. If the results from the ECHO are equivocal, a second opinion would be required. If the second test results in an Equivocal grade, the Buyer agrees the dog will not be bred. Buyer must test for JLPP prior to breeding, and results must be released to the OFA website, whether the dog/bitch is JLPP clear or a carrier. The decision to breed this dog should he/she receive an OFA rating of Grade I DJD for elbows, or pass the OFA eye test with a breeder's option designation shall be left to the Buyer, however both passing and failing OFA results must be included in the OFA open database prior to any breeding taking place.

If this dog is a female, Buyer agrees to never breed her more than three times in total, where live puppies result. Buyer agrees that if the bitch is bred and produces puppies, the Breeder retains the option to purchase second pick puppy from the buyer from any resulting litter. Breeder will have the right to view the litter at seven to eight weeks of age. Buyer agrees that no breeding will occur without the express

written permission of the breeder, prior to any breeding taking place. Buyer agrees breeder must approve the stud dog buyer wants to use, in writing, prior to any breeding taking place.

If this dog is a male, Breeder retains the right to use him at stud for a total of two live litters with bitches owned or co-owned by her, and/ or to collect and freeze seme a total of five times for future use with bitches of the breeder's choosing. In either case, this will be done at no expense to the Buyer. In addition, the buyer agrees they will not breed their male without express written consent by the breeder. Buyer agrees the breeder must approve the bitch chosen by the buyer, in writing, prior to any breeding taking place.

Buyer agrees that this dog shall not be used in any breeding to supply either directly or indirectly a pet shop, auction, and kennel or individual whose purpose is mass production, wholesaling, or retailing of purebred dogs. If this agreement in regard to breeding is broken by Buyer in any way, Buyer agrees to pay Breeder \$10,000.00 (ten thousand dollars) in liquidated damages for causing damage to Breeder's name.

ADDITIONAL AGREEMENTS

5. It is the goal of both Breeder and Buyer that this Rottweiler set a good example for our breed, both in the home and in public. Buyer agrees that this dog will be entered in formal obedience classes at least by the age of 6 months and will continue in training until the dog achieves the AKC or CKC Canine Good Citizen (Neighbor) certificate (or the AKC equivalent, CGC). If this dog is sold as a Show/Working Prospect, effort should be made to earn an AKC/CKC (depending on Buyer's residence) Championship and at least one working title. In the event that the Buyer encounters difficulty in showing or training this dog, prompt notice will be given to the Breeder, who will make every effort to assist and help the owner finish the dog's championship and/or to provide training guidance/suggestions with respect to earning performance titles. However, ultimately the decision to show the dog in the conformation ring will be left to the owner.

6. It is further agreed to by Buyer 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 feed the dog a high quality diet and the dog will have access to fresh water at all times. Buyer agrees that the dog will not be subjected to any type of road work until the dog is at least 18 months old. The breeder shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases, or disorders. Expressly prohibited during the first 24 months of life are the following potentially dangerous activities, but not limited to:

Jumping into unknown bodies of water; and jumping or running on slick surfaces, or excessive, repetitive training and/or jumping in any performance sport. Further, all contractual guarantees shall be declared null and void should the puppy be subjected to manual manipulations of the hip joints such as Penn Hip or testing of "ortolani" reflexes before OFA certification has been received or should puppy obtain joint or other injuries affecting ability to show or work as a result of either of these tests.

7. Buyer agrees not to spay/neuter the dog until the OFA's for hips and elbows have been completed and sent in to OFA for a final rating, and the results pass or fail have been posted to the OFA website. Failure to wait until the dog is at least 2 years old will result in voiding the guarantee for hips and elbows by the breeder.

8. 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 Breeder that this dog shall live out its natural life as the companion of Buyer. It is expressly understood that under no circumstance 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 the Breeder 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 Breeder.

9. Buyer(s) agrees to release and hold harmless Zirkcreek Rottweiler's 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 Zirk Creek Rottweiler's as a result of any costs or expenses incurred by Zirkcreek Rottweiler's 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 the Breeder. Further, Buyer(s) agrees to remain in good standing with the American Kennel Club and/or the Canadian Kennel Club. Suspension from either club will result in the dog being permanently returned to the Breeder. In either case, Buyer(s) shall forfeit all monies paid for and spent on the dog and turn over unaltered dog, with signed AKC/CKC registration, as well as sign over any frozen semen that has been collected. If the dog is returned because of breach of contract, it shall be at no expense to Breeder.

11. Buyer agrees to keep in touch with the Breeder, and to provide updates in the form of email updates, and/or telephone calls, and to send pictures and/or videos to the Breeder of the dog at least every six months for the life of the dog. This is a very important clause, as I wish to keep in touch with all of the owners I place and have placed pups with for the life of the dog.

12. This contract is entered into to ensure the well-being and protection of this Rottweiler and the Rottweiler breed.

No other claims other than the provisions mentioned above shall be made. Any later modification of this contract shall be in writing and signed by both parties. It is further agreed that in any legal action between the parties attempting to enforce any part of this contract, the prevailing party shall be entitled to recover expenses, including attorney's fees. Such legal action must be filed in the town of Maple Ridge, BC Canada. Should any provision of this contract be found to be unenforceable, or void for any reason, the parties intend that the remaining provisions of this contract shall nevertheless continue in full force and be binding upon the parties.

I have read, understand and agree to abide by the terms of the nine items 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 BREEDER _____ DATE _____

SIGNATURE OF BUYER _____ DATE _____

SIGNATURE OF BUYER _____ DATE _____