

RIVERTOWN ROTTWEILERS

PURCHASE CONTRACT

This agreement is made, and hereby entered into by and between Rivertown Rottweilers (hereafter referred to as "Seller") and _____ (hereafter referred to as "Buyer"), for the purpose of setting forth terms and conditions of the purchase by the Buyer of a purebred Rottweiler. Said Rottweiler shall be from the breeding of: Sire: _____ Dam: _____.

Buyer: _____ Date: _____
Address: _____ City: _____
State: _____ Zip: _____ Home Phone: _____
Work Phone: _____ Cell: _____
Email: _____

Will puppy be picked up or shipped to an airport near you? Shipped / Picked up (circle one)

Airport being shipped to: 1st Choice: _____ 2nd Choice: _____

Sex of puppy: Male Female (circle one)

Purchase Price: \$ _____ plus shipping \$375.00

This is a legally binding contract with the purpose of protecting the Seller, Buyer and the Puppy/Dog. Should you, the Buyer, at any time prior to taking possession of your puppy change your mind, it shall be understood that any deposit paid is non-refundable.

As breeders, it is our hope that you will take exceptionally good care of this puppy throughout its entire life. This means providing the puppy with much socialization, medical, proper nutritional (Wellness, Blue wilderness), physical needs as needed, treating the dog as one of your family as you would your own kids for the remainder of its life. If for any reason you are unable to keep this puppy, please contact us first. We will accept one of our offspring back. We will not repurchase or "buyback" dogs. Always remember that the environment in which the puppy is raised has a huge impact on how the puppy will turn out when it is full grown. It is so very important to socialize and enroll your new Rottweiler in an obedience class at an early age.

Seller certifies that said puppy is in good health to the best of the Seller's knowledge. Buyer has 48 hours after purchase to take the puppy to a veterinarian. If upon examination the veterinarian finds that said puppy is not in good health, the Buyer must notify the Seller within 24 hours. Buyer shall return the puppy to the Seller with all the veterinarian documentation. Seller shall replace said puppy with another of equal value as soon as one is available.

The Buyer agrees that any and all transportation at any and all times, to and/or from the Seller's premises, will be at the sole responsibility and cost of the Buyer. The Seller is at no time responsible for any veterinarian care or fees once puppy/dog has left Seller's premises. No reimbursements for veterinary care will be made by Seller to Buyer. The Buyer agrees to have said puppy/dog micro-chipped and the chip ID number shall be provided to Seller by registered mail within 60 days of purchase. The Buyer agrees to maintain preventative health care of the puppy including, but not limited to, supplemental folic acid, supplemental calcium and potassium (plain yogurt given daily is highly recommended), inoculations internal and external parasites, heartworm, preventative medication. The Buyer agrees to maintain preventative care of the puppy in regards to dysplasia, such as proper nutrition, proper exercise, and preventative stress injuries (i.e., not allowing puppy to jump from heights taller than itself at the shoulder, no forced exercise such as running, climbing staircases, until at least 12 months old).

Only after the full amount of the agreed upon amount is paid and the sale is final will the Rottweiler leave the Seller's premises. If the balance is left unpaid by such date as of 30 days from the contract, this agreement shall be canceled at the Seller's option and the Buyer shall forfeit the deposit given hereunder unless otherwise agreed upon. Any changes to this timeline that has been mutually agreed upon shall be entered and initialed by both parties.

Seller automatically transfers full responsibility of Rottweiler to Buyer. This means any damages that said puppy/dog incurs throughout the dog's lifetime with Buyer to property and people. This agreement is being made by both parties to insure the wellbeing of this animal and protection of this animal. If any part of this agreement is breached, the Seller is released from any further obligation hereunder. Should the Seller need to seek legal action against the Buyer for violations of this agreement, the Buyer will assume any and all attorney costs and court fees. This contract must be presented to Seller for any guarantee of any kind to be in effect.

Seller Pricing

Pet Price: \$_____ Show/Full Registration Price: \$_____

Pet Quality: All pet quality Rottweiler puppies/dogs will be provided with a limited AKC registration, puppy health record and a copy of Sire and Dam's Pedigrees. All pet quality puppies must be spayed or neutered.

Show Quality/Full Registration: Said puppy/dog is guaranteed to qualify and receive an Orthopedic Foundation for Animals (OFA) Certificate of "Fair" or better after presentation of the required x-rays that shall be provided by the Buyers 24 months of age. Should said puppy be denied such certificate due to canine hip dysplasia, Seller shall replace said puppy with a show quality puppy for the price of a

pet quality puppy. Buyer shall return said dog and sign dog's AKC papers back over to Seller before a replacement will be made by Seller (Rivertown Rottweiler's reserves the right to have canine in question evaluated by a certified veterinarian to validate any claim associated with this warranty), no refunds will be offered. In the case of Show Quality/Full Registration in regards to hip dysplasia, a second opinion shall be sought by Buyer prior to replacement of dog. This second opinion must be by a specialist in the field of canine hip dysplasia; Seller reserves the right to have Seller's specialist review all documentation including x-rays and full medical records.

The Buyer agrees that she/he is not acting as or in part of an agent, puppy mill, pet store, or guard dog business. The Buyer agrees that should it become necessary to sell or otherwise place this puppy/dog the Buyer will notify the Seller in writing by certified mail before taking such action so that the puppy/dog may, at the Seller's option, be purchased back by the Seller at original price, less deposit. Buyer is responsible for all shipping charges. Upon receipt of notification, the Seller shall have 21 working days to exercise said re-purchase option. Exercise shall be notice in writing (to include, but not limited to email) sent to the Buyer. The Buyer agrees that the Seller may repossess the animal upon evidence of neglect and/or abuse at no expense to the Seller, and no refund or no monies. Said neglect shall be determined in accordance with the laws within the Buyer's county of residence. The Buyer agrees that the puppy will reside in the home of the Buyer, and not chained or tied "outside". This animal is being sold with the understanding that it was going to a select home with a fenced in yard, be socialized properly, and become a member of the family. Buyer understands that every puppy needs training and socialization.

Buyer agrees to release and hold harmless Seller for any and all liability, damages, or injuries, caused either directly or indirectly by puppy/dog to any person, animal whether actual or legal, or to any property whether real or personal. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical or mental, emotional or economical, caused by puppy/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 puppy/dog.

The Buyer agrees that this animal will not be used for breeding purposes until the following have been completed. 1) Official certification for hips by OFA, OVC, Penn Hip, or equivalent. 2) Current negative Brucellosis report from veterinarian. 3) All inoculations and wormings up to date.

Should the Buyer breed the animal before ALL the requirements listed in this section are met, the Buyer acknowledges the Seller's right to execute their right to repossess the animal that this contract pertains to. If the animal in question is a bitch, the Seller may also repossess any and all offspring derived from the breeding in question. There will be NO refund of any monies paid and will left to the Seller's discretion as to the placement of the animal and any of its offspring. There shall be no refund of purchase price for said puppy nor will a puppy of greater value be given as replacement. If the Buyer

violates any of the agreement or conditions for breeding, whether intentional or accidental, the Buyer shall pay Jeff Marshall Four Thousand Dollars (\$4,000.00) as liquidated damages.

If a Show/Full Registration male is purchased, Seller reserves the right to breed any female owned, co-owned, or leased by the Seller to said male in return for one puppy under Rivertown Rottweilers that the Buyer can keep or sell.

Said animal shall carry the Rivertown Rottweiler name in all advertising or conformation shows and obedience trials. The name on the litter registration must be the same as on the contract and cannot be changed except by Rivertown Rottweilers. You can give your dog any call name you choose, but the registered name must remain exactly as Rivertown Rottweilers and Buyer has agreed upon. Failure to comply will nullify and make void all warranties in this contract.

Said puppy will be a registered with AKC. Rivertown Rottweilers cannot for delays in processing registration papers by AKC and warrants that said animal is fully register able with AKC.

Binders are required for us to reserve all puppies. Once a binder is made it is a commitment by the Buyer to purchase said puppy and is therefore not refundable. This binder pays for all the expenses that occur by Rivertown Rottweilers in the preparation of the purchase of the puppy.

All Puppy Buyers Should Read

1. The Rottweiler Handbook written by Joan Hustace Walker
2. Rottweiler written by William Jonas (It's a Kennel Club book)
3. The Rottweiler: An International Study of the Breed, written by Dr. Dagmar Hodinar
4. The Art of Raising a Puppy, written by the Monks of New Skeet

Please read these books either prior to your puppy's arrival or soon thereafter.

THE PARTIES TO THIS CONTRACT INTEND THE FOREGOING WRITING TO BE THE FINAL, COMPLETE, AND EXCLUSIVE EXPRESSION OF ALL THE TERMS OF THEIR AGREEMENT. NO COURSE OF DEALING OR USAGE OF TRADE OR COURSE OF PERFORMANCE MAY BE USED TO SUPPLEMENT OR EXPLAIN THE TERMS OF THIS AGREEMENT OR THE OBLIGATIONS AND RIGHTS OF THE PARTIES TO THIS AGREEMENT.

The above agreement is made and signed this _____ day of _____, 20_____ by Jeff Marshall of Rivertown Rottweilers and the Buyer to assure the well-being of said puppy/dog and its progeny. Should it be necessary to enforce any part of this contract by legal means, any and all attorney's fees, court costs, and travel expenses will be the responsibility of the Buyer. This contract shall be deemed a legally-binding contract and is the jurisdiction of the State of Michigan in the County of Cheboygan. It is further agreed that the place of venue shall be Cheboygan County, Michigan. I, we, the Buyer, hereby verify that we have read this contract, understand it fully and its contents, and agree to it fully:

Signature of Buyer _____ Date: _____

Name of Buyer Printed _____

Signature of Co-Buyer _____ Date: _____

Name of Co-Buyer Printed _____

Signature of Seller _____ Date: _____

Name of Seller Printed _____

Deposit to be paid via UPS Postal Money Order made payable to: Jeff Marshall, 307 Cass Street, Cheboygan, MI, 49721. We also accept cash.