

Purchase Contract

This agreement is made, and hereby entered into, on this _____ day of _____, 200_ by and between Doug Harrington (hereafter referred to as "Seller"), and _____ (hereafter referred to as "Buyer"), for the purpose of setting forth the terms and conditions of the purchase by the Buyer of a purebred Rottweiler.

Said Rottweiler shall be from the breeding of:

SIRE _____ Registration # _____

DAM _____ Registration # _____

Puppy Registration Number: _____

Buyer: _____ Date: _____

Address: _____ City: _____

State: _____ Zip: _____

Home Phone: _____ Cell Phone _____

E-Mail Address: _____

Closest Airport: _____

Vet Address: _____

Vet's Phone number: _____

Registration:

Full - (Eligible for Shows, offspring may be registered)

Limited (Not eligible for Shows, no offspring may be registered.)

Sex of Puppy: Male Female Puppy Pick # _____

Purchase Price: \$ _____ plus shipping

Deposit amount: \$ _____ (non refundable)

Balance Due: \$ _____

The above referenced dog/puppy is being sold to the buyer(s) in good health and has been thoroughly examined by a licensed veterinarian with proper shots and worming. Seller certifies that said puppy is in good health to the best of Seller's knowledge. Buyer has 72 hours after purchase to take puppy to a veterinarian. If upon examination the veterinarian

finds that said puppy is not in good health, so as to be deemed "unfit for purchase", the Buyer must notify the Seller within 24 hours. Buyer shall return the puppy to the Seller with all of the veterinarian documentation and registration paperwork. Seller shall replace said puppy with another puppy of equal value as soon as one is available. Buyer is responsible for all shipping costs. Seller has no obligation to reimburse Buyer for any costs incurred, i.e., medical, shipping, crate, etc. Seller does not guarantee against conditions brought on by stress or environmental changes that we can not control once the puppy leaves our care; therefore our guarantee does not cover; hypoglycemia, parasites, giardia, viral or bacterial infections after 72 hours of purchase. We do not guarantee against parvo, coccidiosis, distemper or corona virus after 24 hours of purchase because these are highly contagious disease that can be contracted immediately upon leaving our property.

This puppy is guaranteed against congenital defects for 1 year after the sale of the puppy. If puppy is found to suffer from a congenital defect by a certified veterinarian, Buyer must notify Seller via certified mail, with written statement from the veterinarian within 24 hours. Buyer understands that the following genetic defects are not considered serious or life threatening and therefore are not covered: umbilical hernia, undescended testicle, underbite or overbite. Buyer understands that replacement option is only valid when health problems are attributed to a hereditary problem and not due to accident, contagious and/or other illness, or environmental conditions. Buyer has the option to return the defective puppy to the Seller, or to keep the puppy at Buyer's expense. If a replacement puppy is offered to the Buyer, from the first available litter containing a puppy of equal value, it will be offered regardless of Buyer keeping puppy or returning original puppy. Under no circumstances will the purchase price of the defective puppy be returned. Seller has no obligation to reimburse Buyer for any costs incurred, i.e., medical, shipping, crate, etc. This is a replacement guarantee. **No monies will be refunded.** Due to environmental effects on genetic conditions, Seller has full discretion on offering a replacement puppy or not.

The Buyer agrees that any and all transportation costs, to and/or from the Seller's premises, will be at the cost and sole responsibility of the Buyer.

The Buyer agrees to maintain preventative health care of the puppy including, but not limited to: inoculations, internal as well as external parasites, heart worm preventative medication.

The Buyer agrees to maintain preventative care of the puppy in regards to hip and elbow dysplasia, such as proper nutrition, proper exercise, and preventing stress injuries (ie. Not allowing the puppy to jump from heights taller than itself at the shoulder, no forced exercise such as running, no climbing stair cases, until at least 12 months of age.)

Only after the full amount of the agreed upon amount is paid, may the puppy be removed from the Seller's premises. This agreement is made and signed by both parties to insure the well being 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 to be in effect, by the original Buyer of the puppy.

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 returned to the Seller for placement. Seller is responsible for all shipping charges in such circumstance. Upon receipt of notification, the Seller shall have 21 working days to exercise such option. Said notice shall be in writing (to include, but not limited to email) sent to the Buyer.

Buyer agrees to release and hold harmless Seller for any and all liability, damages, or injuries, caused either directly or indirectly by Puppy 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 economic, caused by Puppy, to any person whether actual or legal, or to any property, whether real or personal, after receiving and acknowledging delivery and possession of Puppy.

I, buyer, understand that my deposit is **non-refundable** ____ (Please initial)
I/We the Buyer, certify that I/We have read the foregoing contract, understand its contents and I/We hereby agree.

DATE: _____

SELLER: _____

BUYER: _____