

Loncreek Rottweiler Puppy/Dog Contract

This is a legally-binding contract for the ownership of one Rottweiler:

Name _____ Sex _____ from the " _____ " litter

Whelped ____ / ____ / 20____ AKC Registration # _____

Sire _____ Dam _____

This contract is made between the seller, Tommye Parker "Loncreek Rottweilers" 3448 County Road
176 Bedias Tx 77831, and buyer:

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____

Email _____

It should be noted that this contract defines the responsibilities of the buyer and the seller and that it is written for the sole purpose of protecting the Rottweiler breed and the well being of the puppy. It is hereby agreed by both parties that the following conditions will be met and that no other warranties or conditions are either expressed or implied:

1. _____ This animal is being sold as a Show/Working/Breeding prospect. If this animal should develop a disqualifying fault according to the American Kennel Club Standard for the Rottweiler by the age of 24 months, then another show quality replacement puppy may be purchased for the price of \$1000. This will be done only after said animal has been rendered incapable of reproduction and a letter from a veterinarian attesting to this fact has been sent to Loncreek Rottweilers by certified mail. In addition, we will need a copy of the AKC registration and your Loncreek contract. Of course the buyer will have had to have honored their commitments specified in the contract also for warranty

to be valid. We never offer a cash refund. _____

OR

_____ This animal is being sold as a Pet Quality/Non-breeding Rottweiler. This animal is being sold on a Limited Registration and must be spayed/neutered at 24 months of age or growth plates close because it does not carry the same guarantee as the show quality. **Please DO NOT spay/neuter animal before 24 months or growth plates close as it is known to cause health issues.** Only Show/Breeding quality puppies carry the guarantee of faults according to this contract. _____

2. Temperament Development:

The temperament in Rottweilers is largely determined by the genetic traits passed on to it by the parents. That is why we are firm believers in selective breeding for conformation and working ability. We want dogs that are protective in nature yet good around children, family, and friends. We feel that temperament and socialization are directly related to each other. In this regards, we spend a great deal of time socializing our puppies. Everyday the puppies experience human interaction and are put in different situations such as exposing them to different floor materials, varying noise levels, both with and without their littermates. We observe their actions and base further temperament assessment on their progress. It must be pointed out that Schutzhund training, agility training, obedience training, protection training, carting training, weight pulling training, therapy work training, and tracking training, etc. are just that - training. No dog can just walk on a field and do these things. They must be trained, and trained correctly. We can sell you a dog with a good potential to do these things, but it is up to you to develop this potential in your dog.

3. This animal shall not be used for breeding purposes until it is at least twenty-four months of age, x-rayed clear of Hip Dysplasia and certified by the Orthopedic Foundation for Animals, passed at least a basic obedience course, and has no disqualifying faults.

4. Said animal shall carry the Lonecreek Kennel name in all advertising or conformation shows and obedience trials. **The name on the litter registration MUST BE THE SAME AS ON THIS CONTRACT and cannot be changed except by Lonecreek Rottweilers. You can give your dog whatever "call name" that you choose, but the registered name must remain exactly as Lonecreek Rottweilers and client have agreed upon. Failure to comply will nullify and make void all warranties in this contract.**

5. Loncreek Rottweilers warrants that said animal is the progeny of animals x-rayed clear of Hip Dysplasia. If said show/working/breeding animal develops Hip Dysplasia, as evidenced by an OFA evaluation, by age 24 months then Loncreek Rottweilers will do the following: We will sell you another puppy out of an equivalent breeding for \$1000 which is approximately 75% of our pet quality puppy price plus shipping charges and cost of flight crate and health certificate. The puppy will be replaced only after said animal has been rendered incapable of reproduction and the treating veterinarian attests to the fact that he personally read the tattoo/microchip number and records it on official letterhead and sends it to Loncreek Rottweilers by certified mail. In addition, we will need a copy of the AKC registration and your Loncreek Rottweilers contract. Of course the buyer will have had to have honored their commitments specified in the contract also for warranty to be valid. This includes the submission of all specified paper work, the completion of training classes and the sending of pictures. We never offer a cash refund nor cover any of your dog's medical expenses.

In regards to hip dysplasia for show/working breeding quality, a second opinion shall be sought by buyer prior to replacement of puppy/dog. The second must be by a specialist in the field of canine hip evaluation. Seller reserves the right to have sellers specialist review all documentation including xrays and full medical records.

6. Buyer certifies that he/she is not acting as an agent for another individual in the purchase of this animal and that he will not sell this animal or any of its progeny to any agent, pet store, puppy mill, i.e., mass commercial kennel, or guard dog business.

7. It is agreed that the ownership of this Rottweiler will be vested with Loncreek and with such will be returned to Loncreek with no refund given if for any reason the buyer cannot keep this dog. We do not want our dogs going to shelters and will always have a place to return to. The buyer also agrees to be responsible for transporting the dog back to the breeder.

8. Buyer certifies that said animal shall reside at his/her home and buyer agrees to take proper safeguards for the care and safety of said animal including proper shelter, food, water, exercise, socialization, proper training for obedience, and have regular immunizations and examinations by a veterinarian, maintain heartworm prevention and flea/tick prevention.

9. The purchase of the dog is a hobby and should not be expected to gain income with this dog, including any refunds.

10. Buyer agrees to send pictures of said animal at ages six, twelve, eighteen and twenty-four months and then annually on the dog's approximate birthday to Lonecreek Rottweilers. Buyer agrees to send a front and profile close-up photo of the head and also a front and side close-up shot of the entire dog in an alert and baited standing position. Buyer agrees to send copies of any titles the dog may receive throughout its life.

11. Said animal shall be registered with the AKC. Lonecreek Rottweilers cannot be held responsible for delays in processing registration papers by AKC and warrants that said animal is fully registerable with AKC.

12. Buyer agrees to at the very least take this said dog through a puppy socialization class after receiving third set of puppy vaccinations or after veterinarian approval and then a basic obedience training class by the age of one year old. Training should at a minimum consist of Come, Heel, Sit, Down and Stay. A copy of the class completion certificate or letter from the training director must be submitted to the breeder within one month of the completion of the training.

13. 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 **NON-REFUNDABLE**. This binder pays for all the expenses that occur by Lonecreek Rottweilers in the preparation of the purchase of the puppy. **In the event a suitable puppy is not available from the litter the deposit was intended for the deposit will forward to the next available litter. If you are unable to pick up your puppy NO MONIES WILL BE REFUNDED.**

14. Show/working quality does not mean that said puppy is guaranteed to become a "champion." Show/working quality means that at the time of purchase the said puppy exhibits no disqualifying faults and is considered to be a promising show/working prospect.

15. No other contract or law is implied other than what is stated in this contract.

16. Buyer hereby releases from responsibility Lonecreek Rottweilers from any and all liabilities and/or damages by fault of said Rottweiler after said Rottweiler is in the care or possession of Buyer. These

damages and liabilities include but are not limited to destruction of property and physical damage to any person or group of people.

17. **PLEASE NOTE: Loncreek Rottweilers warrants that the said animal is in good health at time of transfer. New owners have 72 hours upon receiving the animal to have him/her examined by their veterinarian and to notify Loncreek Rottweilers if there are any health concerns. If upon examination veterinarian finds that said puppy/dog is not in good health the buyer shall return the puppy/dog to the seller with all of the veterinarian documentation. Seller shall replace said puppy/dog with a 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.**

Seller reserves the right to refuse replacement of any puppy/dog returned for faulty temperament, if seller deems that such was due to buyer's negligence or abuse.

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 Tommye Parker of Loncreek Rottweilers and the buyer to assure the well-being of said animal and its progeny. Should it become 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 under the jurisdiction of the state of Texas in the county of Grimes. It is further agreed that the place of venue shall be Grimes County, Texas I, we, the buyer, hereby verify that we have read this contract, understand its complete contents, and agree to it fully:

Signature of Buyer: _____ Date ___ / ___ / 20___

Printed name of Buyer: _____

Signature of Co-Buyer: _____ Date ___ / ___ / 20___

Printed name of Co-Buyer: _____

Signature of Seller: _____ Date ___ / ___ / 20___