

Sales Contract

This sales agreement is entered into on between Norton's Kennels hereinafter referred to as **Breeder** and

Name: _____ **Phone:** _____

Address: _____ **City:** _____

State: _____ **Zip:** _____ **Cell/Work:** _____

Email: _____

Herein after referred to as **Buyer(s)**, for the purchase of the Rottweiler described.

Sex: Female DOB:04/26/2015

Dam: Ola Vom Haus Norton

AKC Reg: WS50538301

Sex: Male DOB: 04/13/2010

Sire: Redwood Krest's Jackomo

AKC Reg: WS33809201

The agreed purchase price for the above referenced \$1,200.00 plus tax in the state of Missouri also \$300.00 shipping to the lower 48 states. The Breeder must receive deposit of \$300.00, refundable if a problem occurs that your puppy is not available. Payment in one full week before the pup ships. If the buyer is picking the pup up, then payment in full will be paid then. Under the following warranties and conditions, no other warranties or conditions are either expressed or implied.

Breeder guarantees that as of this date:

- 1) This dog has been examined by a licensed Veterinarian and is considered by said Veterinarian to be in good health;
- 2) This dog has received all vaccinations required to date;
- 3) To date Breeder is unaware of any unacceptable temperament traits;
- 4) This dog is a purebred Rottweiler and is registered with the AKC.

The Buyer(s) clearly understand and is aware that there are no other guarantees/warranties/conditions either expressed or implied unless clearly stated in this purchase agreement. It is the buyer's responsibility to keep the puppy on a balanced diet consisting of a Natural Food. No corn or by-product should appear in the first 3 ingredients in the food. The dog should be kept at a healthy weight and given exercise but not over exercised. If the buyer has any questions they should contact breeder. (HEALTH) NuVet Plus Supplement may be used daily for the first 24 months in the pup's diet to insure the best diet and to keep health guarantee in effect. NuVet Plus can be obtained at(
www.nuvet.com using order code 33792). This puppy is guaranteed for 2 years not to die of

anything deemed congenital. This includes, but is not limited to heart disorders, blood disorders, liver or kidney failure etc. If such puppy dies or has to be put down (by a vet) within the first 2 years of its life, Buyer agrees to have a necropsy done to determine the cause of death. The seller MUST be notified in writing through email or regular mail before such dog is put to sleep or all guarantees are null and void. Seller requires a veterinarian's report with the current condition of the dog at that time. This report must include dog's weight, and overall appearance, and must include of any findings of abuse or neglect. Buyer understands that by not following the proper procedures listed above the contract will be considered null and void and will release the breeder from all responsibilities of a replacement puppy. If the dog is bred before 24 months of age this guarantee is null and void.

_____ (Buyer's initial)

Buyer(s) clearly understands the risks associated with purchasing a puppy with the intention of showing/breeding. Breeder does not guarantee that said dog will become a show or breeding dog in the future.

Buyer(s) agrees to execute the A.K.C. registration transfer within 14 days of receipt of said paperwork from Breeder.

Buyer(s) agrees to present above described Rottweiler to a registered Veterinarian within 72 hours of receiving puppy for health inspection.

Buyer(s) agrees that proper safeguards will be taken to insure for the care and comfort of said dog. Buyer(s) further agrees to maintain the dog at all times in excellent health with regular veterinary check-ups and will ensure said dog receives such vaccinations as recommended by Breeder and required by Buyer(s) state of residence. It is further understood that said dog will have access to fresh, clean water at all times; will be fed a premium quality commercial dog food and as recommended by Breeder; shall not be tied or otherwise tethered for primary confinement purposes; when kept outside shall have access at all times to an insulated dog house; shall never be permitted to run loose unattended and shall not be used for dog fighting. If this dog is a male Buyer(s) agrees that Breeder shall have the right to breed any female owned or co-owned by Breeder to said dog free of charge for the lifetime of the dog. Buyer(s) agrees to make the dog available for breeding and/or collection of semen. All costs incurred regarding a breeding shall be the responsibility of Breeder.

In the event Buyer(s) no longer wishes to keep or is unable to keep said dog for any reason whatsoever, Breeder will be notified immediately and dog shall be returned to Breeder. Buyer(s) agrees that he will execute all and any paperwork necessary to transfer ownership of said dog back to Breeder upon surrender of dog. Dog shall not be sold, transferred, given away, disposed of, destroyed, or change ownership in any way without the express written consent of Breeder. Should said dog be so transferred in violation of this contract, Breeder shall be entitled to damages up to ten (10) times the original purchase price USD. Breeder shall be notified immediately of any serious injury, illness or death of said dog.

It is agreed by the parties to this contract that should legal action result from an alleged breach of this contract, any party found to be in breach of this contract shall bear all legal costs, including but not limited to expert and attorney's fees, incurred by the prevailing party. Any violation of this contract will null and void any replacement of this dog.

Buyer(s) agrees that the laws of the State of Missouri will govern all legal questions, interpretations or disputes regarding this contract and the purchase of said dog. The parties agree that venue shall be laid in Howell County, Missouri. Buyer(s) expressly waives any and all objections to jurisdiction and venue.

_____ (Buyers initial)

Buyer(s) agrees to release and hold harmless Breeder for any and all liability, damages or injuries caused either directly or indirectly by said dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyer(s) assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by said dog, to any person, whether actual or legal, or to any property, whether real or personal, after receiving and acknowledging delivery and possession of said dog. Buyer(s) further agrees to indemnify or reimburse Breeder as a result of any costs or expenses incurred by Breeder as a result of any act of Buyer(s) causing liability, damages or injuries as set forth herein.

Buyer(s) agrees to provide Breeder with the physical address where said dog lives, as well as, a valid mailing address and phone number for Buyer(s) at all times. The obligation to provide the contact information as described in this Section shall continue for the life of said dog, without exception.

If any term, provision, condition or covenant of this contract, for any reason, is found to be unenforceable, invalid or illegal, the remainder of this contract shall remain in full force and effect.

All modifications of this contract shall be in writing and signed by all parties hereto.

By signing this contract Buyer(s) acknowledges that he has read, understands and agrees to be bound by all terms and conditions contained in this contract. Buyer(s) understands that this document contains the entire agreement of the parties regarding the purchase of said dog and intends to be bound by same, as well as, his heirs, successors and legal representatives.

UNAVAILABLE FUNDS FOR ANY REASON AND/OR BY ANY METHOD:

Any check returned for any reason, is subject to a \$50.00 service charge per occurrence. If funds are not available/paid within seven (7) days of the date of return and/or notice from Breeder to Buyer(s), written and/or verbal, Norton's Kennels will void ALL guarantees, registration papers and pursue legal action as set forth in this agreement at Buyer(s) expense.

SIGNATURE OF BREEDER: _____ DATE:

SIGNATURE OF BUYER: _____ DATE:
