



## CONTRACT

The following agreement is between Von Herrschend Rottweilers hereafter referred to as "Breeder/Seller" and \_\_\_\_\_, hereafter referred to as "Buyer" for the sale and purchase of one purebred dog of the Rottweiler breed. No verbal agreements will be entered into.

### Buyer's Information

Name:			
Address:			
Home Ph#		Cell Ph#	
E-mail			
Best Time to Call:			

### Individual Puppy Information

Registered Name of New Puppy will be:	_____ Von Herrschend (Von Herrschend is required on all puppies registered name as well as the first letter starting with the litter letter.)		
Sex:	___ Male ___ Female	Whelped / Birthday:	___ / ___ / _____
Sire/AKC #		#	
Dam/AKC #		#	

**This puppy will become the property of the Buyer upon the fulfillment of the following conditions:**

#### A. PURCHASE PRICE & PAYMENTS

Purchase price of \$ \_\_\_\_\_ paid by the Buyer to the Breeder/Seller. A non-refundable\* deposit of \$ \_\_\_\_\_ has been made. Final Payment is due 7 days prior to Puppy SHIPPING arrangements are made OR can be paid in full when puppy is Picked up.

Payments can be accepted the following ways: Cash (at Pick Up), Money Order, Bank Check, PayPal (with 3% surcharge). Please note PERSONAL CHECK CAN BE ACCEPTED FOR DEPOSITS ONLY.

#### A-1. NON-REFUNDABLE DEPOSIT\*

All deposits are considered NON-REFUNDABLE\*. This includes any payments made for the dog. If there is a problem with the litter or a puppy of certain quality requested is not available then the deposit will be held and applied to a future litter. If no future litter is available within eleven (11) months then buyer may receive such deposit back in full. Quality is determined by Breeder. Buyer may transfer any deposit to a future litter listed on Von Herrschend Rottweilers website on or before their puppy (with the current deposit) is four (4) weeks of age. Special considerations may be made for Show Homes.

## B. TRANSPORTATION

Any and all transportation costs will be paid by the Buyer. Transportation costs: shipping container, airport delivery charge, and any expenses involved in the shipping of the dog must be prepaid before the dog is shipped. Buyer agrees to assume risk of loss for any damage to the dog during transportation, and further, agrees to hold Breeder/Seller harmless for any damage to the dog that may occur during transportation.

## C. USE OF DOG

*Intl.* \_\_\_\_\_ Buyer agrees that this dog is being acquired as: a family companion dog; a working dog to be used for tasks appropriate to its breed such as therapy dog; and/or for exhibition in AKC conformation, Sch Tiffling, obedience and/or agility competition.

Buyer agrees that the dog is not purchased for resale nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation. Specifically it will not be used as a guard or attack dog or to hunt or fight other animals.

Buyer agrees that he/she will not sell, transfer ownership or possession of the dog or any of his/her progeny to any person or organization whose intent it is to resell (pet store), trade, or give away the dog, or use it in any experiments, laboratory or otherwise or to use it as breeding stock for a dog mill. Buyer further agrees not to tie the dog outside on a chain or leave it unattended in a dangerous situation.

## D. VACCINES & VET CHECK

*Intl.* \_\_\_\_\_ All precautions have been made to ensure that this dog is in excellent health at the time of purchase including vaccinations at six weeks of age and has been de-wormed on a regular basis. The Breeder/Seller's veterinarian has made a final health check and a current health certificate (if shipping) is included in your shipping packet. It is recommended that additional vaccinations be given four weeks apart, with annual booster immunizations including Rabies Vacc. Von Herschend Rottweilers is not against Organic All Natural Methods and for this reason we will not have any problems with anyone choosing not to continue to vaccinate AFTER your puppy vaccines are complete.

The Breeder/Seller warrants the dog to be in excellent health and free from parasites at the time of purchase/pickup, but has not made and does not now make any further warranties as to the dog's condition after pickup. It is the Buyer's responsibility to prevent illness and injury by providing necessary booster vaccinations, veterinary care, proper nutrition, fresh water, shelter, training and supervision. Breeder/Seller has made every effort to breed healthy dogs and has raised this dog to the best of his ability. Buyer agrees to hold Breeder/Seller harmless for any testicle trauma that may occur to the dog, after the dog is no longer in Breeder/Seller's possession.

*Intl.* \_\_\_\_\_ Buyer agrees to take the dog to a Veterinarian of his/her choice within seventy-two (72) hours or (3 BUSINESS M-F DAYS) of delivery of the dog. A full health check including stool sample must be done. If, within that 72 hour period, a veterinarian finds the dog to be unsound, unhealthy, or possessing a serious genetic defect, then a statement in writing must be provided to the Breeder/Seller by that veterinarian that documents all defects for Breeder/Seller's veterinarian to review. Upon confirmation by Breeder/Seller's veterinarian of alleged defects, Buyer may return the dog, registration and all of his/her effects to the Breeder/Seller, and receive a full credit of the purchase price towards a new puppy. Replacement puppy may be given from an upcoming litter of breeder's choice. All transportation costs involved are the responsibility of the Buyer. The puppy in question must be returned to the Seller within 72 hours of the Vet Appt. If for any reason the puppy would need to be replaced under the terms of this entire contract, buyer MUST show proof of initial vet visit dated within 72 hours of pickup or (3 BUSINESS M-F DAYS). If no proof of THIS vet visit is furnished at time of any replacement, contract will be null and void.

## E. HIP & HEALTH GUARANTEE

*Intl.* \_\_\_\_\_ HIPS- Hips are guaranteed on this puppy not to be Moderately or Severely dysplastic per the Orthopedic Foundation for Animals (OFA) for pets and not to be less than a rating of FAIR for Full Registration (show & breeding Stock) up to the age of 24 months. To make a claim on hips this puppy must be x-rayed at the age of twelve (12) months and then again at 24 (twenty four) months. If there is any sign of dysplasia at 12 months the X-rays must be reshot by a different vet at six (6) to eight (8) months later and re-evaluated and submitted to OFA. If after the second set of X-rays show a dog that is dysplastic per the agreement above, then the puppy may be replaced before the age of 24 months. If at 24 months there is a sign of dysplasia, buyer will have an additional 3 months to have the hips reshot by a different vet and resubmit to OFA. If for any reason the dog pre-limbs good or excellent at 12 months, and then fails OFA with a less than Mild at 24 months then it is considered an environmental issue and the hips will not be covered by the breeder. Having the hips pre-limbed at 12 months can also help the buyer and breeder detect any issues early on in the puppy that may be deemed genetic versus situational.

## F. HIP & HEALTH GUARANTEE CONT...

Because hip dysplasia can be caused by numerous factors that are not all genetic, it is the buyer's responsibility to keep the puppy on a balanced diet consisting of a premium food. Puppy should NOT be jumping off of couches, stairs, or out of cars or SUVs. The dog should be maintained at a healthy weight and not over exercised or under exercised. It is NOT advisable to keep a PUPPY on a HIGH Protein diet under the age of 12 months. Please follow the feeding instructions given by the breeder. If there are any questions it is the buyer's responsibility to ask the breeder.

Buyer understands that by not following the proper procedures listed above for Hip Dysplasia the contract will be considered null and void and will release the breeder from all responsibilities of a replacement puppy.

Intl. \_\_\_\_\_ HEALTH- This puppy is guaranteed for two (2) years not to perish from anything deemed congenital. If such puppy perishes within the first two years of life, buyer agrees to have a necropsy performed to determine the cause of death. Seller also agrees to replace puppy, if within the first two years, were to be euthanized due to a congenital defect that makes it impossible for the puppy to live a healthy, normal life. The seller does not guarantee nor make any guarantees for entropion, ectropion (except for show stock), umbilical cord hernias, or anything that can be corrected and does not impact the longevity of the dog's life. 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 has the right to request a second opinion at buyer's expense.

Buyer agrees to maintain the dog in a humane environment as well as proper training and care. Specifically the dog will be properly licensed and inoculated against rabies, distemper, parvovirus, and other communicable diseases as recommended by a qualified veterinarian. The dog will not be allowed to roam. This dog will be socialized and appropriately trained in obedience.

## G. REGISTRATION & MICROCHIPPING

Breeder/Seller certifies that the dog has been registered under the Regulations of the American Kennel Club as a purebred Rottweiler and will provide the proper forms for transfer of ownership of this registration within sixty (60) days of the pickup of the puppy.

Intl. \_\_\_\_\_ Buyer agrees that the Breeder/Seller's kennel name suffix Von Herrschend is the end of the dog's registered name on the Registration certificate. Buyer also agrees to use the litter letter as the FIRST letter in the registered name on the puppy. If buyer does not follow this registration procedure this contract will be considered NULL & VOID. Buyer agrees to register transfer of ownership of the dog with AKC within sixty (60) days of receiving the AKC registration papers and that this transfer will be recorded in the name of the party listed on this contract.

Breeder shall furnish buyer with brand of chipset, location of chipset on canine, and all serial and or reference numbers associated with identification of said dog. Buyer agrees to register microchip with Avid within sixty (30) days of receiving the dog.

ALL PUPPIES FROM VON HERRSCHEND ROTTWEILERS SHOULD BE REGISTERED. THIS IS A REQUIREMENT OF YOUR CONTRACT.

## H. RIGHT OF RECOVERY/REPLACEMENT

If, for whatever reason, the Buyer cannot or does not wish to maintain ownership of the dog (at anytime during its lifetime), Buyer must notify Breeder/Seller immediately. The dog is not to be sold or placed anywhere without written consent of Breeder/Seller. Breeder/Seller will assist in any placements of the dog if needed. Breeder/Seller will always accept the return of the dog back at no cost to the Breeder/Seller. Breeder maintains the FIRST RIGHT OF REFUSAL to buy the dog back at original purchase price if being sold for any reason. If dog has been Championed, an agreed upon amount can be discussed. Seller maintains the right to REPOSSESS if there is proof of any animal neglect and at NO CHARGE to the SELLER. Buyer will sign over AKC papers immediately.

### REPLACEMENT

Intl. \_\_\_\_\_ IF FOR ANY REASON THERE IS TO BE A PUPPY REPLACEMENT COVERED UNDER THE TERMS OF THIS CONTRACT buyer must show proof that dog is spayed or neutered by a written letter from a licensed veterinary with a phone number and the current microchip # written on the document that was implanted in the dog when he/she was a pup. This will be required before any replacement is given and then buyer may obtain a replacement dog, when available, from Breeder/Seller at 75% off of the original selling price. Buyer is responsible for transportation costs from Breeder/Seller on the replacement dog. Breeder does NOT require the puppy be returned for a replacement. At no time for any reason will any money ever be refunded. A puppy replacement may be given for up to three (3) years after the claim is made.

## I. REQUIREMENT/GUARANTEE FOR PET QUALITY PUPPIES: SPAYING AND NEUTERING & TEMPERAMENT

*Intl.* \_\_\_\_\_ Buyer agrees that any dog that is purchased as a family companion, and dogs that are not show and breeding quality, shall be spayed or neutered no later than twenty-four (24) months of age. Special considerations may be given by breeder for starter show homes, or a breeding home waiting for hip & health clearances. Buyer agrees to never breed a dog/bitch that is on a limited registration.

Puppy will be entered into an obedience class age appropriate for the breed. Buyer understands that they are buying a puppy out of a WORKING breed and this puppy will need to be socialized properly early on to ensure it has the skills to be what you expect it to be. Von Herrschend does not make any guarantees as to the temperament of the puppy due to so many factors in the buyer's home. It is strongly suggested that buyer seeks advice from the Breeder/Seller immediately if there is any question to the temperament to the puppy. 90 Day Temperament Guarantee-- If in the first 90 Ninety days of receiving your puppy, a professional obedience trainer deems this puppy NOT SOUND temperamentally the seller may return the puppy to the breeder at no cost to the breeder/seller. Breeder/Seller will offer a replacement puppy when one is available of equal quality. All AKC paperwork must be transferred back to breeder. All transportation costs are at buyer's expense. This replacement is separate from the Hip & Health Replacement above.

## **J. REQUIREMENT/GUARANTEES FOR SHOW/BREEDING PROSPECT PUPPIES**

*Intl.* \_\_\_\_\_ Breeder/Seller will use their best judgment and the advice of other fanciers in evaluating the puppies as to show or pet prospects. There is no guarantee that a dog evaluated as "Show Prospect" will be successful in the show ring as an adult or as a breeding animal and no warranties are made to that effect. This puppy is guaranteed not to have a DISQUALIFYING fault per the AKC standards.

Buyer agrees not to play games such as TUG OF WAR, or give the puppy HARD BONES or CHEWS on a consistent basis that can cause the puppy's bite to go off.

Buyer agrees that if said dog is shown, and becomes a Champion, a picture along with a copy of Championship certificate will be sent to the Breeder/Seller. Breeder/Seller may publish this information stating that Von Herrschend Rottweilers, Dustin Davis is the Breeder/Seller of the dog along with the Buyer stated as being the owner. Breeder shall maintain the right to post any and all information about the show dog on their website for promotional reasons.

Buyer agrees that this dog will not be used for breeding purposes until it has met the following criteria:

- 1) Proof of registration with the AKC or other certified dog registry (e.g., ADRK, UKC, CKC);
- 2) Proof of OFA or other recognizable certification for hips (i.e. OVC, PENNHIP, ADRK) has been acquired;
- 3) Dog or Bitch is at least 2 years/ 24 months old.

Buyer acknowledges that Breeder/Seller retains the right to repossess the dog, if Buyer breeds the dog before all of the requirements listed above in this section are satisfied.

If the dog is a bitch, then Breeder/Seller reserves the right to take any and all offspring from the litter that results from the illicit breeding in question. No refund or any monies shall be paid by Breeder/Seller to Buyer as a result. If the buyer breeds the dog or bitch before the age of two (2) years, this contract in its entirety is considered NULL & VOID.

If the dog is a male the breeder reserves breeding rights for a female Von Herrschend owns at no stud fee to the breeder. Any and all transportation or collection fees associated with this breeding will be at the cost of Von Herrschend. Von Herrschend maintains this right to be able to have this breed back to maintain the lines of their breeding stock.

## **K. LIMITATIONS OF CONTRACT**

This contract applies to the original dog owner only and is non-transferable to any third party. Anything else not stated or covered in this contract may only be made with the Breeder/Seller's written consent. If the buyer does not submit all proper proof stated above the contract shall be considered null and void for replacement.

Buyer agrees to release and hold harmless Breeder/Seller for any and all liability, damages, or injuries caused directly or indirectly by the dog to any person or property. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical or mental, emotional or economic, caused by the dog to any person or property, after Breeder/Seller relinquishes possession of said dog.

## **L. TERMS OF THE CONTRACT**

Buyer agrees that he/she has read and understands the terms and conditions of this contract fully. This contract is entered into within the State of Illinois. Breeder/Seller and Buyer irrevocably agree that the place of venue for any dispute shall be in Peoria County, Illinois and that the terms of this agreement shall be construed in accordance with Illinois law.

This contract is designed to protect the Rottweiler and its future offspring, the Breeder/Seller and the Buyer of said Rottweiler. By signing, all parties agree to all clauses of this contract.

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION  
WHICH MAY BE ENFORCED BY THE PARTIES.**

Breeder/Seller: _____	Date: _____
<b>Dustin Davis</b> of <b>Von Herrschend Rottweilers</b> 4233 N. Illinois Ave, Peoria Heights, Illinois 61616 309-360-5092 dustin@vonherrschend.com	
Buyer: _____	Date: _____
Printed Name: _____	Date: _____
Co-Buyer: _____	Date: _____
Printed Name: _____	Date: _____