

Initials _____

Full Registration Contract

Emmett X Delta Litter



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FULL REGISTRATION SALES CONTRACT

This contract gives the Buyer(s) an **AKC Full Registration**, which means that the Buyer(s) may show the Rottweiler named in this contract in AKC Conformation Events. The Buyer(s) are also given the right to breed the named Rottweiler only after they comply with all of the terms, conditions and requirements of this Sales Contract. This Rottweiler shall not be registered by any other dog or animal registry.

This contract is a binding agreement between the Seller and Buyer(s). The purpose of this contract is to document the Seller's responsibilities and rights and the Buyer(s) responsibilities and rights. The desire of the Seller is to do what is right and best for the Rottweiler named in this contract. This Rottweiler is the result of years of careful breeding which is done with considerable hard work, time, effort and money. This contract is also designed to protect the Seller's breeding program, reputation and name.

This is a FULL REGISTRATION SALES CONTRACT between Jacklyn Payne ("**Seller**") and

Name(s): _____

Address: _____

State: _____ Zip Code: _____ Home Phone: _____

Cell Phone: _____ E-Mail: _____

Cell Phone: _____ E-Mail: _____

(Referred to individually or, in the event that there is more than one buyer, jointly and severally, as: "**Buyer**").

For sale by Seller and purchased by Buyer of Rottweiler, described as follows:

Sex: _____ Date Whelped: June 14, 2023 Collar Color: _____

Registered Name: Big Beach's _____

Call Name: _____ Microchip # _____

Sire: MBIS, MRBIS, MBISS, GCHP Cammcastle's Back To The Future, CGC TKN - "Emmett"
 AKC #WS62058402

Dam: CH Big Beach's I Won't Back Down - "Delta" - AKC #WS60896508

The parties covenant, promise and agree as follows:

1. Seller offers for sale and Buyer accepts and agrees to purchase the above-described Rottweiler for the purchase price of \$ 4,000.00 subject to the following terms, conditions and warranties. No terms, conditions or warranties exist between the parties, either express or implied, other than those stated within this Contract.
2. Seller guarantee that the above-described Rottweiler is purebred and registerable with the American Kennel Club ("AKC"). A copy of the Rottweiler's pedigree and health records will be provided to Buyer.
3. The litter of which this Rottweiler is a member has been designated as the "**Gone in 60 Seconds: Car Name**", and its registered name shall include the prefix Big Beach. Buyer may choose the remainder of the registered name in compliance with the litter designation and Seller's approval. The call name may be chosen at the Buyer's discretion.

Upon fulfillment of the following conditions, Seller shall submit the completed AKC Application for Individual Registration to the AKC, with the individual registration to be mailed to Buyer:

- Full execution of this contract.
 - Receipt of payment in full for the Rottweiler + AKC Registration Fee
 - A registered name satisfactory to Sellers, with "Big Beach" appearing as the prefix.
 - Proof of a Health Insurance Policy for the Rottweiler in force at the time of purchase of the Rottweiler Puppy.
4. Seller warrants and guarantees that the Rottweiler is in good health. The Buyer will receive a certified health certificate from a veterinarian licensed in the State of Florida. Florida requires the puppy to be 8 weeks old at the time that the health certification is issued.
 5. Buyer will maintain Health Insurance for every year of the Rottweilers Life and send proof of insurance coverage annually based on the date of this executed contract.
 6. Once the Buyer takes ownership of the puppy, the buyer must present the puppy to a licensed Veterinarian within 5 days of the contract execution. If the Veterinarian finds any issues or defects with the puppy, the Buyer will provide a written diagnosis from the Veterinarian and will allow a consultation between the Seller and the diagnosing Veterinarian. After the consultation, the Seller will pay for the transport of the puppy back to the Seller and the ownership of the puppy will revert to the Seller and a full refund of the purchase price will be given to the Buyer.

Buyer shall assume full responsibility for the proper care, health, appearance and temperament of the Rottweiler during the 5 days from time of purchase.

7. Buyer agrees to notify the Breeder of any change in address and/or phone number within 30 days of change and provide the Breeder with a picture each year and to keep the Breeder informed of this dog's whereabouts throughout its lifetime.

8. Buyer agrees to allow Seller to evaluate the Rottweiler at 6 months, 12 months and 18 months of age or upon verifying with a veterinarian's certificate that any of the following faults are present in the Rottweiler on or before it reaches 18 months of age: Entropion; Ectropion; Monorchids; Cryptorchidism; overshot or undershot bite; 2 or more naturally missing teeth; and/or long coat. Upon receipt of a veterinarian's certificate establishing that the Rottweiler has any of the above-mentioned faults, the Seller will give permission for the Rottweiler to be spayed or neutered and will require that the Veterinarian provide proof that the Rottweiler has been spayed or neutered, (which will be done no earlier than 18 months of age regardless of the fault). Sellers will then refund to Buyer 25% of the monetary purchase prices (as stated within paragraph 1 of this Contract).

This refund shall be made within thirty days (30) from the date of certificate verifying that the Rottweiler has been spayed or neutered.

9. Buyer acknowledges that the puppy is a living and ever-changing animal, and that the Breeder cannot guarantee what the puppy will look like at any given age, recognizing the infinite variables that can have an effect on the puppy's health and appearance.

Conformation is best recognized at 18 months of age. When the puppy is growing into adulthood, it may not look like a mature Rottweiler. Females generally are considered mature at 2 ½ years of age, and males at 3 ½ years of age. Buyer must be constantly attentive to the puppy's diet, activity, and health care as these environmental factors can have a profound effect on the long-term health and conformation of the Rottweiler. Therefore, no guarantee of show success, placement, or ability is promised or given.

10. Buyer shall have the Rottweiler's hips and elbows x-rayed, at Buyer's expense, between the ages of 24 and 30 months and shall have the x-rays forwarded to the Orthopedic Foundation for Animals (OFA) for evaluation. Buyer shall also have the Rottweiler's eyes, heart and dentition certified at Buyer's expense and forward the results to the OFA. Buyer shall provide a copy of the Rottweiler's OFA evaluation certificate to Seller promptly upon receiving same. The JLPP genetic test available on OFA site is also required. Once all tests have been completed, the buyer will apply for a CHIC number through the OFA CHIC program.

If OFA rates the Rottweiler's hips, or either of them, as something other than fair, good or excellent, and upon receipt of a veterinarian's certificate establishing that the Rottweiler has been spayed or neutered, Sellers shall refund to Buyer 25% of the monetary purchase price (as stated within paragraph 1 of the Contract).

11. Buyer acknowledges that improper breeding of the Rottweiler could cause irreparable injury to Sellers' reputation and could endanger the Rottweiler breed. Absent Sellers' written consent, therefore, Buyer covenants and agrees that the Rottweiler shall not be utilized for breeding, however described (natural or artificial; intentional, planned or accidental; and in relation to any mating resulting or not resulting in offspring), unless and until the following conditions are met:

- a. The Rottweiler must be two years (24 months) of age;
- b. The Rottweiler's hips must have been rated by OFA as fair, good, or excellent at 24

months; the elbows must be rated by the OFA as Normal or Mild (1 or 2) at 24 months; the Rottweiler's heart must be certified normal by a board-certified cardiologist at 24 months; the Rottweiler's must have full dentition as certified by veterinarian no earlier than 8 months; an ACVO Eye Exam at 24 months, the Rottweiler must pass the JLLP Genetic Test. All tests must be completed and registered with the OFA and a CHIC number obtained from the OFA before breeding.

- c. The Rottweiler must have become pointed toward its AKC Championship or must have earned the AKC title of Companion Dog (CD) or Tracking Dog (TD) or other higher award;
- d. The Rottweiler must possess no apparent disqualifying fault under the AKC Rottweiler breed standard as it exists at the time of the breeding.
- e. The dog or bitch with which the Rottweiler is to be bred must also meet the conditions set forth at (a) through (d) inclusive.

Alternatively, Buyer may request Seller to waive any of the foregoing requirements, for good cause shown. The Seller may accept or reject the request at her sole election. If Seller consents to such a breeding, such consent shall be evidenced in writing signed by Seller and delivered to Buyer before the requested breeding is consummated.

If the Rottweiler is utilized for any breeding in violation of paragraph 11, however described, by any person or entity, Seller shall be entitled to demand immediate return of the Rottweiler at the Buyer's expense and Buyer shall, in addition to returning the dog and transferring the registration of the dog back to Sellers, be liable to Seller for liquidated damages in the amount of \$20,000.00, without reduction or setoff in any amount whatsoever.

12. If the Rottweiler is a male, Buyer agrees to allow Seller to utilize the Rottweiler as stud for the purpose of conducting two separate collections with a bitch or bitches of Seller's choice or to collect and freeze semen twice at Seller's expense, without charging Seller's a stud fee for either of the stud services.
13. If the Rottweiler is a female, Seller shall have the right to choose the stud for the Rottweiler's first breeding. Sellers shall have the option to receive second pick puppy (Seller's selection, male or female) from the resulting litter at a reduced price mutually agreed upon by Buyer and Sellers, provided there are at least 3 live puppies at the time of Sellers' selection. The selection shall be made when the litter is 7 to 8 weeks of age. The Seller's selection shall have the Big Beach prefix at registration.

In the event that there are less than three puppies alive at the time Seller is to make her selection, Seller shall exercise her option to receive the second pick puppy of her selection from that resulting litter at a reduced price mutually agreed upon by Buyer and Sellers.

Buyer agrees to limit the number of litters he/she can whelp in the Rottweiler Bitch's lifetime to no more than three and never more than two out of three consecutive seasons.

Buyer agrees that all puppies produced as a result of any breeding will have their tails docked short, close to the body leaving one or two tail vertebrae.

14. At any time, the Buyer finds it necessary to surrender the Rottweiler, the Buyer will notify the Seller immediately and ALL OWNERSHIP WILL TRANSFER BACK TO THE SELLER, including all collected semen and breeding rights.

The transport of the Rottweiler back to the Seller will be the Buyer's responsibility along with the health and safety of the Rottweiler. If this dog is able to be rehomed by the Seller; after expenses (ie: Veterinarian bills, Evaluation, Training, Boarding and Transport to the new owner) incurred by the Seller, the remaining portion of the purchase price will be returned to the original Buyer. The Seller will account for all expenses and provide any remaining portion within 30 days of rehoming the Rottweiler.

15. It is the intention of the Seller that regardless of the type of contract the Buyer has (Full or Limited Registration) the Rottweiler will be a **companion** dog and that the Rottweiler will share in a close human relationship and live within the household. The buyer acknowledges that the foregoing is a major intention in acquiring the Rottweiler. For that reason, it is specifically agreed that Buyer shall not, under any circumstances whatsoever, transfer the Rottweiler to any animal wholesaler, to any animal broker, to any animal retailer, to any guard or attack facility, to any research facility, or to any mass commercial breeder.

Buyer agrees to raise this dog under the following conditions:

- a. This dog shall not be allowed to run free unless under full supervision in a safe area (so it will not be injured or be a threat to others);
 - b. This dog shall be kept as a housedog — basements and garages are not acceptable.
 - c. This dog shall be provided with a fenced-in yard or kennel run for exercise.
 - d. This dog shall never be tied out or chained for any reason at any time.
 - e. This dog will be socialized in order to become a well-adjusted family companion and a good canine citizen.
 - f. This dog must be trained under a competent obedience instructor in group sessions. The Seller feels very strongly that obedience training is not an option, but a necessity. The Buyer agrees to a minimum of two, 6-weeks sessions of obedience training (in a formal obedience class) to be accomplished during the first fourteen months of the dog's life. Obedience training must begin no later than 5 months of age, and the Seller recommends "puppy kindergarten" as a first step. Obedience training is required to be a **positive reinforcement** method and not a punishment-based method.
 - g. Sellers requires that Buyer acquire Star Puppy and Canine Good Citizen (CGC) titles on this Rottweiler.
16. Rottweiler will not be trained for any "attack" work or place the Rottweiler in any situation in which the dog is encouraged to be hostile or aggressive towards any human being or other animal, including but not limited to its use in any "sleeve work" or related training, however described.

17. Buyer agrees to release and hold harmless Big Beach Rottweilers and Jacklyn Payne for any and all liability, damages, or injuries, caused either directly or indirectly by the dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by the 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 dog. Buyer further agrees to indemnify or reimburse Big Beach Rottweilers as a result of any costs or expenses incurred by Big Beach Rottweilers as a result of any act of Buyer causing liability, damages, or injuries as set forth herein.
18. It is Seller's opinion that this Rottweiler, with proper care, training and handling, may be able to achieve the AKC or CKC title of Champion. It is strongly recommended, therefore, that the Rottweiler be trained, maintained and exhibited in AKC or CKC conformation events as well as in any other licensed or member event. These events include: Obedience, Rally, Agility, Tracking, Field Trials, Hunting Tests, Herding, Lure Coursing, Earthdog, Fast Cat, CAT, Scentwork, Junior Showmanship, Trick Dog and CGC. Buyer is encouraged to pursue other AKC obedience and tracking titles.
19. Buyer shall promptly notify Seller upon the death of the Rottweiler.
20. It is stipulated that in the event that Buyer fails to comply with any of the terms, conditions and requirements of this Sales Contract, Seller shall have the absolute right to demand the return of the Rottweiler and the Rottweiler shall be returned to Seller.
In the event that the Rottweiler is permanently returned to Seller due to Buyer's lack of compliance with any of the terms and conditions of this Sales Contract, Buyer shall forfeit all monies paid to Seller and shall immediately sign over registration papers to Seller. Further, if the Rottweiler is a male, title to and control over any and all semen collected from the Rottweiler shall be immediately transferred to Seller; subsequent breedings utilizing such semen being expressly prohibited by anyone other than Seller and without regard to the identity of the registered owner(s) at the time semen was collected, catalogued or stored.
21. Regarding any breach or anticipated breach of any of the paragraphs contained in this Sales Contract, Sellers shall, in addition to any other rights granted hereunder, have the right to seek an injunction from any court of competent jurisdiction to enforce the provisions of those paragraphs, or any of them. It is further agreed that any puppies produced as a result of any breeding conducted in violation of this Sales Contract, whether such breeding is described as planned, intentional, or accidental, conducted by natural or artificial means, shall not be registered by AKC or any other dog or animal registry.
22. In the event of any controversy, claim or legal dispute arising out of or relating to this Sales Contract, or any breach thereof, arbitration or mediation, the non-prevailing party shall pay to the prevailing party all costs and fees associated therewith, including but not limited to attorneys' fees.
23. In the event of any legal action between the parties regarding any of the terms or conditions of this Sales Contract, or in any other manner pertaining to this Sales Contract, the prevailing party shall be entitled to recover all costs and expenses, including attorney's fees.

24. This Sales Contract shall not be subject to change or modification except by written instrument signed by Sellers and Buyer.

25. This Sales Contract is entered into and shall be construed in accordance with the laws of the State of Florida and the laws of Florida shall have jurisdiction over the parties regarding any dispute arising hereunder, all objections to jurisdiction and venue being expressly waived.

26. Should any provision of this Sales Contract be found, held or deemed to be unenforceable, voidable or void for any reason, the parties intend that the remaining provisions of this Sales Contract shall nevertheless continue in full force and be binding upon the parties.

27. This Sales Contract contains the entire agreement of the parties, and shall be binding upon the parties hereto, their assigns, heirs, successors, and legal representatives.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the terms and conditions of this Sales Contract and have voluntarily entered into and executed this Sales Contract.

Seller: _____

Date: _____

Buyer(s): _____

Date: _____

Buyer(s): _____

Date: _____

