

Initials \_\_\_\_\_

Limited Registration Contract

Emmett X Delta Litter



LIMITED REGISTRATION SALES CONTRACT

This contract gives the Buyer(s) an **AKC Limited Registration**, which means that the Buyer(s) may show the Rottweiler named in this contract in any and all AKC events **except** Conformation Events. The Buyer(s) do not have the right to breed the named Rottweiler and if the Buyer disregards the terms, conditions and requirements of this Sales Contract by breeding the Rottweiler, then no offspring of the Rottweiler for which has been granted Limited Registration is eligible for registration. Buyer is also subject to punitive litigation for violation of this 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 LIMITED 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. The 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, 18 months and 24 months of age. If the Seller determines that the Rottweiler shows exceptional characteristics of a Rottweiler and the Seller and Buyer agree, then the Seller will be added as a Co-owner on the Rottweiler's Registration Record and the Buyer's AKC Limited Registration will be changed to a Full Registration . The Buyer and Seller will renegotiate a Full Registration Contract which will detail the Buyer's and Seller's agreement for showing, handling, health clearances and breeding for the Rottweiler. Additional Contracts for any offspring from a breeding will also be negotiated at that time.
9. At 24 months of age, and after evaluation by the Seller, AND the Rottweiler, remains on a Limited Registration, then the Seller will give permission in writing to have the Rottweiler spade or neutered. The Buyer must provide proof from a Veterinarian that the Rottweiler has been spade or neutered.
10. 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.

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.

11. Buyer acknowledges that improper breeding of the Rottweiler could cause irreparable injury to Sellers' reputation and could endanger the Rottweiler breed. The 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).
12. If the Rottweiler is utilized for any breeding in violation of paragraph 9, 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.
13. 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.

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.

14. 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. Seller requires that Buyer acquire Star Puppy and Canine Good Citizen (CGC) titles on this Rottweiler.

- 15. 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.
- 16. 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.
- 17. It is Seller's opinion that this Rottweiler, with proper care, training and handling, may be able to achieve working titles. It is strongly recommended, therefore, that the Rottweiler be trained, maintained and exhibited in AKC or CKC such as: 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.
- 18. Buyer shall promptly notify Sellers upon the death of the Rottweiler.
- 19. 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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. This Sales Contract shall not be subject to change or modification except by written instrument signed by Sellers and Buyer.
- 24. 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.
- 25. 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.
- 26. 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: \_\_\_\_\_