

Simms Rottweilers LLC

Sales Contract

Litter:

Date Whelped:

Sire registered name:

Dam registered name:

Simms Rottweilers here in after referred to as the SELLER transfers to:

Here in after referred to as the PURCHASER/BUYER of the described canine as:

Name: "Simms" " "

Microchip Number: _____ AKC #: _____

For the amount of _____ seller agrees to sell and the buyer agrees to purchase a M/F Rottweiler puppy from the litter described above subject to the following terms.

The rottweiler puppy is being sold as

potential show/breeding with full AKC registration.

pet companion with limited AKC registration.

AGREED CONDITION OF SALE

All Simms Rottweilers offspring will have at least the first round of shots, and the litter registered with the American Kennel Club (AKC) by the seller. These fees are considered included with the purchase of your new puppy.

These items and filing fees are non-negotiable and unavailable for discount; NO EXCEPTIONS.

PURCHASER: The purchaser agrees to take this canine to a licensed veterinarian of their choice within seventy-two (72) hours for a complete health exam including fecal test, second round of shots and Microchip implant, if not supplied by seller. Purchaser will notify seller within five (5) working days of the results of said exam in writing on licensed veterinarian letterhead from their licensed veterinarian with Microchip number typed on such letter. All purchasers' rights and guarantees under these terms of this contract shall be void unless the results of the exam are provided to the seller in a timely manner as described above.

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The Purchaser further agrees to accept any and all financial responsibility for said canine upon completion of this transaction and for as long as the canine resides with the Purchaser and is under their care/control. The Purchaser hereby releases the Seller from any and all liabilities and damages by fault of said canine in the care or possession of the Purchaser. Seller does not warrant the behavior/temperament of said canine. These damages and liabilities include but not limited to destruction of property, physical damage to another animal and any person or group of people.

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The Purchaser agrees to provide sufficient care, shelter, training, and supervision for said canine in order to insure a healthy and secure environment. Annual notification shall be provided to the Seller in the form of email or written letter showing the development of said canine in pictures and written progress reports. Failure to provide updated information may result in an onsite inspection by the Seller or one of their agents with 24 hour notice provided to the Purchaser. In the event the said canine is found to be in good health and temperament, no further action will be taken. Should the said canine be found in poor health or temperament, improperly treated or unacceptable living conditions, the Seller shall take action under the “**Rights of Repossession**” clause following in the contract.

The Purchaser agrees to individually register said canine with AKC within 30 days of receiving the AKC Official Ownership Registration Form with AKC and AKC Reunite. Under no circumstances or for any reason may the Purchaser sell or transfer ownership of said canine to another party.

The Purchaser agrees to keep said canine vaccinated / up to date with all vaccinations recommended by their local veterinarian.

Due to the varying kinds of food and different environmental conditions the puppies come in contact with, we will not guarantee their health unless they are given **NuVet Plus® for the life of the canine** using the recommended dosage and using **ordering code 202630**.

SELLER: The Seller shall supply medical records of shots, worming, and the AKC Official Ownership Registration Form upon pick up except when the “**IMPORT LITTER**” clause is enforced. The seller guarantees this canine to be in good health at the time of sale.

NAME PREFIX / SUFFIX: The Purchaser agrees to use the appropriate litter letter (**A,B,C etc.**) before and the kennel prefix “**Simms.....**” after the chosen name of said canine when registering name with the American Kennel Club (AKC). Example: “Simms.....(Apollo)”

SHOW POTENTIAL/BREEDING: Full AKC Registration All canines are sold with an understanding that they will not be bred until said canine passes all health certifications as stated by the seller. The Purchaser has notified the Seller before the purchase of said canine to the possibility of show/breeding intentions. The Seller will then disclose **potential** show/breeding puppies that can be considered by Purchaser.

The Purchaser agrees to have said canine undergo a hip and elbow evaluation (X-Ray) for dysplasia by a licensed veterinarian at twenty-four (24) months of age and supply Seller with written notice from said licensed veterinarian, along with OFA certification of said canine by twenty-six (26) months of age, all health certifications include but not limited to: elbows, eyes, heart, thyroid and long coat gene test results will be supplied to and approved by the Seller before breeding by Purchaser.

COMPANION CANINE: Limited AKC Registration It is understood and agreed that for the good of the breed a canine sold as a companion shall never be used for breeding. It is also agreed that no canine be sterilized before twelve (12) months of age without the Sellers consent. Females should be sterilized between twelve (12) and eighteen (18) months of age; males should be sterilized between eighteen (18) and twentyfour (24) months of age. The Purchaser agrees that if the Seller does not receive proof of sterilization from a licensed veterinarian within twenty-five (25) months from date of whelping the Seller has the right to and may retain ownership and custody of said canine. It is the responsibility of the Purchaser of a Companion Canine to insure that said canine does not breed or be bred accidentally or otherwise. If it is found that said canine has been bred the Seller may invoke the “**Rights of**

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Repossession" clause and punitive damages may be assessed in the amount of \$5,000.00 as referenced in the following "**Conditions**" clause.

If said canine becomes severely or terminally ill due to genetic related illness within the first twenty-four (24) months of life. It is the responsibility of the Purchaser to contact the Seller. The Seller then has the right to have a second diagnosis. Said diagnosis may be subject to confirmation by a veterinarian chosen by the Seller at the cost of the Purchaser. The Purchaser shall provide access to the said canine for examination by the Seller's licensed veterinarian within 48 hours. Should these licensed veterinarians not concur with the diagnosis the matter shall then be presented to a third licensed veterinarian mutually agreed upon by the Seller and the Purchaser at the cost of the Purchaser. If a diagnosis is determined to be of genetic ill-fate the Seller will provide a replacement canine of equal value solely determined by the Seller. The Purchaser has the right to retain ownership of said canine for 75% of purchase price credit or return said canine to the Seller for 100% credit towards a replacement canine of same sex, equal or greater value. The Purchaser has the right to retain ownership of said canine or return said canine to the Seller.

Prorated discount does NOT apply to canines used for breeding, goods, services or shipping.

Bites, mouth pigment, cancer, and heart murmurs lower than level 3 are not covered by this health guarantee on all canines. In the event of a Heart Murmur the Purchaser agrees have a proper Echogram at 6 months of age before health guaranteed is honored. Hips are guaranteed not to be Severe Dysplastic on Companion Canines and at least "Fair" for Show / Breeding canines As rated by OFA (offa.org). Bites are only covered for proven show homes that have been disqualified by an AKC Judge in writing.

IMPORT LITTERS: Purchaser agrees to allow up to 8 months for their permanent AKC Official Ownership Registration Form to arrive for their new puppy.

RIGHTS OF REPOSSESSION / RETURNS: Unless otherwise specified, it limited to and solely for the protection of the canine. This is to assure that the canine will not be abandoned, abused, taken to a shelter, used in a puppy mill, fighting operation, re-sold to another owner or pet store. In the event of unforeseen circumstances, the Purchaser is unable to maintain ownership of said canine, the Purchaser shall return said canine to the Seller. The Purchaser will provide the Seller at time of return, all medical records of shots, worming, Microchip information etc. and the AKC papers for said canine. Any replacement or monetary consideration will be return to Purchaser is solely determined by the Seller.

It is understood that at any time for the good of said canine, any and all threat to harm, abuse, sell, abandon or mistreat said canine in anyway said by Purchaser shall be understood as reason for default of this contract by Purchaser and said canine shall be immediately re-claimed by the Seller and punitive damages shall be assessed as referenced in the following "**Conditions**" clause.

CONDITIONS: It is understood that the Purchaser will be responsible for all costs associated with the return or retaining of said canine such as but not limited to: veterinary diagnosis and treatments, medical and laboratory tests, delivery, travel, enforcement, and legal fees.

Punitive damage in the amount of five thousand dollars (\$5,000.00) may be assessed by Seller if Purchaser fails to comply with any of the terms of this contract that forces the Seller to invoke the **RIGHTS OF REPOSSESSION / RETURNS** clause of this contract. Punitive damages shall be

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collected upon retrieval of said canine by Seller. Purchaser shall be responsible for any and all applicable costs in the execution of this clause and subsequent collection of funds.

Buyer and or their agents agrees not to disparage or defame Simms Rottweilers, LLC. in any respect or to make any derogatory comments, whether written or oral, regarding Simms Rottweilers, LLC. or its current or former officers, directors, employees, attorneys, agents, or contracting parties, or its business or operations. Both parties agree not to disclose any information of this purchase to anyone outside their immediate family / business including pricing, current and past conversations.

CONTRACT ENFORCEMENT/REMEDIES: In the event it becomes necessary for either Purchaser or Seller to pursue litigation to enforce the terms of this contract, both parties agree to submit to the jurisdiction of Pierce County District Court of Pierce County, Washington.

This contract applies to original said canine, the Purchaser and is **NON-TRANSFERABLE**.

Failure to follow this contract in its entirety VOIDS all warranty's / guarantee's made by seller from time of purchase.

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

I have read this contract and agree with the contents herein.

«CustomerName»

Date

Karla Simms - Simms Rottweilers LLC