

# JungerSohn Rottweilers Sales Contract

BREEDER JungerSohn Rottweilers  
ADDRESS P.O. Box 533 Dundee, OR 97115  
PHONE # 503-537-5028 FAX # 503-537-5038  
E-MAIL jungersohn@gmail.com

BUYER  
ADDRESS  
PHONE #  
E-MAIL  
DOG'S REGISTERED NAME  
AKC REGISTRATION #  
WHELP DATE  
SEX  
MICROCHIP  
SIRE Polish,  
DAM  
PURCHASE PRICE:  
SOLD AS: \_\_\_ Show prospect \_\_\_ Working \_\_\_ Companion Only

## 1. REGISTRATION

Breeder guarantees that the above-described dog is a purebred Rottweiler, with AKC and/or CKC registered parents or parent(s) appropriately registered in his/her country of residence. A true copy of its pedigree shall be given to Buyer on date of purchase Breeder/Buyer shall duly register ownership of this dog with the American Kennel Club or Canadian Kennel Club (depending on their residence) in the names of the Buyer(s) as listed above as owner(s). In the case of a pup designated as "Companion Only", registration will be on a CKC non-breeding agreement or AKC Limited Registration. This dog will bear the name above, which will include "JungerSohn" prefix. Once Breeder fills out the individual registration to indicate the name chosen, Buyer does not have the right or approval to change the registered name of the dog. Furthermore, this dog will be permanently identified by microchip prior to leaving the breeder. The Buyer with an animal recovery organization must register this identification and it must be specified that JungerSohn Rottweilers is a second contact in the case that this dog is lost or stolen.

## 2. HEALTH

Breeder guarantees that this dog is in good health at the time of purchase, and will furnish Buyer with the dog's immunization record and recommended diet. Buyer shall have the dog examined by a licensed veterinarian within 72 hours of purchase. Buyer may return the dog, for any reason, at Buyer's expense, to the Breeder within 72 hours of purchase with the registration duly signed and the dog unaltered, for a full refund of purchase price, less a \$300.00 non-refundable fee if JungerSohn is supplied with a written opinion of a veterinarian describing any health problem found within this 72 hour period that is life threatening.

Buyer shall assume full responsibility for the health, temperament, and appearance of the above-described dog following said 72 hours. Buyer further agrees to maintain the dog at all times in good health with regular veterinary check-ups, and will secure such vaccinations as recommended by the Breeder and required by the Buyer's state of residence.

Buyer agrees to have this dog x-rayed for canine hip dysplasia, elbow dysplasia, and checked for heart disease via auscultation (although echocardiogram is preferred) between the ages of 24 and 28 months of age and tested for eye disease between the ages of 12 and 28 months. These certifications must be done in accordance with the ORTHOPEDIC FOUNDATION FOR ANIMALS, INC. (OFA) procedures and submitted to the OFA for evaluation and results must be publicly posted in the OFA database. A copy of the OFA results will be promptly sent to the breeder. For the benefit of the breed, this procedure will be followed, regardless of whether the dog is sold as a show, working or companion only animal.

## 3. GUARANTEE

a) If a Show/Working Prospect, is found to have any of the faults listed below by the age of 28 months, Breeder has the choice to refund \$400 or Buyer will be able to purchase a show quality puppy from a future JungerSohn litter for \$1,000, upon presentation of said fault by a licensed veterinarian, in writing, and/or by mutual agreement between both Buyer and Breeder.

HIP DYSPLASIA as rated by the OFA

ELBOW DYSPLASIA (DJD Grade II or grade III as rated by the OFA)

SUB-AORTIC STENOSIS (As diagnosed via Echocardiogram by Board Certified Cardiologist)

FAILURE TO EVER PASS EYE CERF (Second opinion required)

b) If a dog is sold as a Companion Only:

This dog is the product of OFA certified breeding stock, both parents and all grandparents certified free of Hip Dysplasia and either certified free of elbow dysplasia or with a Grade 1 evaluation and certified free of heart disease by the Orthopedic Foundation for Animals With respect to the hips and elbows, because of the great amount of environmental variables that come to play a part in the development of the dog's hip and elbow joints, JungerSohn does not guarantee that this dog himself or herself will be free of this condition. However, we will provide a \$300.00 refund fee if the dog is diagnosed with hip dysplasia or "Grade 3" elbow dysplasia as verified by the Orthopedic Foundation for Animals (OFA).

This dog is the product of OFA eye certified breeding stock, both parents certified free of hereditary eye defects by the OFA Foundation for Animals. However, JungerSohn does not guarantee that the dog himself or herself will OFA certify and/or be free of any hereditary or congenital eye defects.

JungerSohn will provide a \$300.00 refund if the dog is diagnosed with SAS as verified by a board certified cardiologist via an echocardiogram by the age of 28 months.

Disclaimer: This guarantee is null and void should the dog be spayed or neutered prior to 24 months of age

#### 4. BREEDING

The terms "Show or Working Prospect" does not mean that this dog is sold as a breeding animal. The Breeder will evaluate this dog after he/she reaches the age of 2 years to determine breedable status and will stipulate, in writing, whether this dog can be used for breeding purposes.

Furthermore, the following conditions must be met prior to this dog ever being bred. All potential breeding partners must meet these same conditions unless otherwise agreed to, in writing, by Breeder. Failure of this dog, or its breeding partner to meet these criteria prior to being bred will result in full ownership of dog, any frozen semen and any resulting puppies being signed over to and released to Breeder for possession and legal ownership.

A. MUST BE OVER 24 MONTHS OF AGE

B. MUST BE IDENTIFIED BY TATTOO/MICROCHIP OR DNA PROFILE

C. MUST BE FREE OF ALL FAULTS LISTED IN SECTION THREE

D. MUST BE ON FULL AKC OR CKC REGISTRATION

E. MUST HAVE A MINIMUM OF ONE OF THE FOLLOWING TITLES:

AKC CHAMPIONSHIP, CKC GRAND CHAMPIONSHIP, AKC OR CKC CDX, TDX, AX (Ag.X), HS or SchI  
OR TWO OF THE FOLLOWING:

CKC CHAMPIONSHIP, AKC/CKC CD or TD, RA, NA (Ag.N), HT, PT, CS

UKC CHAMPIONSHIP, U-CD, U-AGII, WH, AD, BH, ZtP OR BST

F. Other working designations may be considered with Breeder's written consent.

In addition, Buyer MUST secure all health clearances as outlined in paragraph 2 and dog MUST pass the OFA for Hips and Cardiac. The dog must be JLPP Clear or a Carrier. If the dog is a Carrier, dog will only be bred to a dog who is JLPP Clear. The decision to breed this dog should he/she receive an OFA rating of Grade I DJD for elbows, or pass the CERF with a breeder's option designation shall be left to the Buyer, however both passing and failing OFA and CERF results must be included in the OFA open database prior to any breeding taking place. Furthermore, if it is found that the majority of the litter that this dog is from fails a common health screening, Breeder retains the right to require that Buyer does not use this dog for breeding purposes, even if it had earlier been deemed breedable. In this case, Breeder will match the guarantee under paragraph 3 of this contract.

If this dog is female, Buyer agrees to never breed her more than two out of three consecutive seasons.

If this dog is a male, Breeder retains the right to use him at stud for a total of two live litters with bitches owned or co-owned by her or to collect and freeze semen once, for future use. In either case, this will be done at no expense to the Buyer. This portion of the contract shall only be enforced should the dog be deemed breedable by mutual decision of the Breeder and Buyer. In the event of a successful breeding producing 4 or more live puppies in one litter, Buyer is entitled to one resultant puppy at no cost to the Buyer under the conditions outlined in this contract.

Buyer agrees that this dog shall not be used in any breeding to supply either directly or indirectly a pet shop, auction, kennel or individual whose purpose is mass production, wholesaling, or retailing of purebred dogs.

#### ADDITIONAL AGREEMENTS

5. It is the goal of both Breeder and Buyer that this Rottweiler set a good example for our breed, both in the home and in public. Buyer agrees that this dog will be entered in formal Obedience training by the age of 3 months and will continue in training until the dog achieves the AKC (CKC) Canine Good Citizen (Neighbor) certificate or is certified in his field of work. In the event that the Buyer encounters difficulty in showing or training this dog, prompt notice will be given to the Breeder, who will make every effort to assist and help the dog to reach its full potential.

6. It is further agreed to by Buyer that proper safeguards will be taken to assure for the care and comfort of the dog sold herein. It is the understanding that this dog will be a household (indoor) companion and that it will have access to a fenced yard. Buyer will follow the diet recommended by Breeder and the dog will have access to fresh water at all times. Buyer agrees not to tie or otherwise tether said dog for primary confinement, use the dog for dog fighting, or promote aggressive tendencies in said dog. It is the mutual understanding of both Buyer and Breeder that this dog shall live out its natural life as the companion of Buyer. It is expressly understood that under no circumstance may Buyer(s) transfer ownership of this dog to any party not included in this original sales agreement. If unusual or dire circumstances require that this dog can no longer remain in the possession of the Buyer, it is agreed that the dog, including signed registration, be immediately returned to the Breeder at the Buyer's expense. It is agreed to by Buyer that upon the death of this dog, at any age, prompt notice will be given to Breeder.

7. Buyer(s) agrees to release and hold harmless JungerSohn Rottweilers 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 JungerSohn Rottweilers as a result of any costs or expenses incurred by JungerSohn Rottweilers as a result of any act of Buyer causing liability, damages, or injuries as set forth herein.

It is stipulated by and between the parties herein, that the Buyer's failure to comply with the conditions of this contract shall constitute a "breach of contract" and will result in the dog being permanently returned to the Breeder.. Buyer agrees that each violation of this Contract constituting a breach shall result in a fee of \$1,800 per violation in addition to all other remedies contained within this contract. Further, Buyer(s) agrees to remain in good standing with the American Kennel Club and the Canadian Kennel Club. Suspension from either club will result in the dog being permanently returned to the Breeder. In either case, Buyer(s) shall forfeit all monies paid for and spent on the dog and turn over unaltered dog, with signed AKC and/or CKC registration, as well as sign over any frozen semen that has been collected. If the dog is returned because of breach of contract, it shall be at no expense to Breeder.

8. This contract is entered into to ensure the well-being and protection of this Rottweiler and the Rottweiler breed. No other claims other than the provisions mentioned above shall be made. Any later modification of this contract shall be in writing and signed by both parties. It is further agreed that in any legal action between the parties attempting to enforce any part of this contract, the prevailing party shall be entitled to recover expenses, including attorney's fees. Such legal action must be filed in the resident county of the Breeder. Should any provision of this contract be found to be unenforceable, or void for any reason, the parties intend that the remaining provisions of this contract shall nevertheless continue in full force and be binding upon the parties.

*I have read, understand and agree to abide by the terms of the nine items contained in this contract. I understand that this document contains the entire agreement of the parties and shall be binding to the parties signing, as well as their heirs, successors and legal representatives.*

SIGNATURE OF BREEDER \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF BUYER \_\_\_\_\_ DATE \_\_\_\_\_