

Barste Rottweilers



Barbara & Steven Thomas
9012 David Fort Rd.
Argyle, Tx 76226
(940) 464-2807
barbarat@barsterottweilers.com

WHEREAS Barste Rottweilers offers for sale a Rottweiler dog further described as:

Name: _____

Date Whelped: _____

Registration/Litter No: _____

Quality Measure: _____ (Show or Companion)

Sire: Multi BISS GCH Barstes Heard It On The X, TT

AKC Registration No: WS161886/01

Dam: Barstes I'm Movin On

AKC Registration No: WS209553/02

And whereas _____ (buyer)
_____ (address) _____
_____ (telephone number) desires to purchase the Rottweiler described above for the
total sum of \$ _____, \$ **100.00** (down payment), balance of \$ _____, which will be due by delivery.

For and in consideration of value received, receipt of which is acknowledged, Seller does hereby grant, sell, transfer and deliver to Buyer the animal described aforesaid under the following terms and conditions:

Breeder's Rights and Duties:

- 1) Barste Rottweilers guarantees that the above described animal is a purebred Rottweiler, registerable with the American Kennel Club and that a registration application has/has not been given to the Buyer as of the date of purchase along with a true copy of the pedigree.
- 2) Barste Rottweilers guarantees the above mentioned animal to be in good health. The Buyer may return the animal to Barste Rottweilers within 48 hours from the time of purchase for any reason and obtain a full refund of the purchase price. The Buyer shall assume full responsibility for the health, anatomical makeup, appearance and temperament of the above described animal during said 48 hour period.
- 3) Barste Rottweilers also guarantees said animal against any viral infection for 10 days from the date of purchase provided said animal is isolated from all outside contact for the stated period.

- 4) In the event the following faults are present in a show prospect animal as determined by Barste Rottweilers and/or the Orthopedic Foundation for Animals, on or before two years of age, Barste Rottweilers agrees to refund to the Buyer 50% of the purchase price of the animal under the condition that the Buyer, at his or her option, furnishes proof of spay/neuter (veterinary certificate) of said animal to Barste Rottweilers.

Faults: Hip Dysplasia,
EctTopion, Entropion,
Monorchidism, Cryptorchidism,
Two or more missing teeth, Undershot or Overshot bite,
Long coat

- 5) In the event the puppy must be euthanized before the age of one year due to inherited Hip Dysplasia, Barste Rottweilers shall refund 100% of the purchase price or replace with another puppy.
- 6) Should it be necessary for the Buyer to sell said animal, it is agreed that Barste Rottweilers will:
- Have first right to purchase the animal, providing it is in good health, for the original purchase price, or
 - Approve of the new buyer, or,
 - Re-sell the animal for the buyer at best market value, less expenses.

The animal may not be re-sold under any other conditions.

Buyer's Rights and Duties

- Buyer agrees to take proper safeguards for the care and safety of the above mentioned animal including, but not limited to, a fenced yard, proper shelter, adequate feeding, veterinary care, and obedience training.
- Buyer agrees that training shall NOT include any man-aggressive work such as Attack, Schutzhund sleeve work, or Guard Dog training. ***Schutzhund "A" training (obedience and tracking) is acceptable.***
- Buyer agrees that said animal will not, at any time, be used as a commercial guard dog or as a fighting dog.
- Buyer agrees that the above mentioned animal will not be leased to any other party without the written permission of Barste Rottweilers.
- Buyer agrees that said animal must be x-rayed, at the Buyer's expense, if clinical symptoms (severe or persistent limping, pain in the joints, etc.) of Hip Dysplasia occur before the animal's second birthday. Such x-rays will be submitted to the Orthopedic Foundation for Animals for evaluation. A copy of the report from OFA will be given to Barste Rottweilers.
- If said animal is a show prospect, buyer shall submit a copy of hip and elbow x-rays, at buyer's expense, to the Orthopedic Foundation for Animals (OFA) after said animal has attained the age of 24 months and before it reaches the age of 28 months. The x-rays will be taken in accordance with the procedures set down by OFA. A copy of the report will be given to Barste Rottweilers.
- Buyer agrees that said animal will not be used for breeding:
 - Until the animal is certified clear of Hip Dysplasia and issued a number by the Orthopedic Foundation for Animals at the age of 24 months.
 - Until the animal is certified Cardiac-Normal by a certified cardiologist and issued a number by the Orthopedic Foundation for Animals.
 - Until the animal has obtained (at a minimum) either an AKC conformation or working title.
 - If the animal is NOT certified Hips and Cardiac normal by OFA, item number 4 under Breeder's Rights and Duties then applies.
 - If the animal has one or more faults as described in item number 4 under Breeder's Rights and Duties.
- Buyer agrees that upon the death of said animal, at any age, prompt notice, if practical, will be given to Barste Rottweilers so that the remains may be reclaimed, at Barste Rottweilers' option and expense, for the purpose of autopsy and other such scientific purposes as may be deemed appropriate.
- If said animal is show quality, Buyer agrees that the puppy shall be kept and shown in the best possible condition. Buyer further agrees to promptly notify Barste Rottweilers of each awarded honor won by the animal throughout its show career.
- If said animal is pet quality, Buyer shall not receive full AKC registration certification unless Barste Rottweilers reevaluates the quality and gives written permission for breeding or until Buyer provides Barste Rottweilers with proof of spay/neuter (veterinary certificate).

Liability

- 1) Other than as set forth in Breeder’s Rights and Duties, Breeder shall be liable to Buyer only for her own negligence. If said animal is damaged, lost, stolen, or destroyed by any act outside of Barste Rottweilers’ control, including, but not limited to, Acts of God or third persons, inherent genetic problems, fights, or any other occurrence outside of Barste Rottweilers’ control, Breeder shall have no liability whatsoever to Buyer.
- 2) If Barste Rottweilers agrees to show said animal for Buyer, Barste Rottweilers shall be responsible for the care of said animal while it is in the possession of Barste Rottweilers, subject to the above limitations. Specific terms of compensation shall be negotiated and reduced to writing and the provisions of this Agreement shall be incorporated therein by reference.

Default

In the event Buyer breaches any provision of this contract, Barste Rottweilers shall be entitled to exercise all rights available under law for the breach of contract, including suit for damages and repossession of said animal by Barste Rottweilers.

It is particularly agreed that in the event Buyer breaches Paragraphs 1 thru 4 or 7 under Buyer’s Rights and Duties, or any portion thereof, Barste Rottweilers may immediately, and without notice, repossess said animal. The failure by Barste Rottweilers to exercise any rights hereunder at any time shall not operate as a waiver of those rights.

Miscellaneous

- 1) It is specifically agreed by the parties hereto that the Rottweiler bloodlines of said animal have value and that it is important to the preservation of the AKC certification that the bloodlines remain as pure as possible. Buyer further acknowledges Barste Rottweiler& ownership and propriety interest in said bloodlines and specifically authorizes Barste Rottweilers to take all necessary precautions, including repossession of the puppy to protect said bloodlines.
- 2) In the event litigation is commenced involving this Contract, the prevailing party shall be entitled to reimbursement of attorney fees and court costs. It is further agreed the venue shall be proper only in Tarrant County, Texas, pursuant to the laws of the state of Texas.
- 3) This Contract is the entire agreement of the parties. No other promises, warranties, representations or guarantees, whether oral or otherwise, except as set forth herein, shall have any effect whatsoever. This Contract may be modified only in writing, signed by both parties.
- 4) If any portion of this Contract shall be held to be unenforceable in statute, ordinance, or court decision, existing now or as may be hereafter rendered, the offending provision shall be excised and the rest of this Contract shall be effective as written.
- 5) The parties, by their signatures below, agree and understand that this is a binding contract and that they have read, understood, and agree with each provision hereof.

WITNESS OUR SIGNATURES DATED THIS _____ DAY OF _____,20____

BARSTE ROTTWEILERS

Buyer