

Newahause Rottweilers CONTRACT

The following agreement is between Helen Linzy, d/b/a "Newahause Rottweilers," hereafter referred to as "Breeder/Seller" and _____, hereafter referred to as "Buyer" for the sale and purchase of one purebred dog of the Rottweiler breed. No verbal agreements will be entered into.

Buyer's Information

Name:			
Address:			
Home Ph#		Cell Ph#	
E-mail			
Best Time to Call:			

Individual Puppy Information

Registered Name of New Puppy will be:	_____ Von Newahause (Von Newahause is required on all puppies registered name.)		
Sex:	<input type="checkbox"/> Male	<input type="checkbox"/> Female	Whelped / Birthday: _____
Sire/AKC #			# _____
Dam/AKC #			# _____

This puppy will become the property of the Buyer upon the fulfillment of the following conditions:

A. PURCHASE PRICE & PAYMENTS

Purchase price of \$ _____ paid by the Buyer to the Breeder/Seller. A non-refundable* deposit of \$ _____ has been made. Final Payment is due 7 days prior to Puppy SHIPPING arrangements are made OR can be paid in full when puppy is Picked up. Payments can be made BEFORE puppy is picked up with special arrangements.

A-1. NON-REFUNDABLE DEPOSIT*

All deposits are considered NON-REFUNDABLE*. This includes any payments made for the dog. If there is a problem with the litter or a puppy of certain quality requested is not available then the deposit will be held and applied to a future litter. If no future litter is available within eleven (11) months then buyer may receive such deposit back in full. Quality is determined by Breeder. Buyer may transfer any deposit to a future litter listed on Newahause Rottweilers website on or before their puppy (with the current deposit) is four (4) weeks of age. Special considerations may be made for Show Homes.

B. TRANSPORTATION

Any and all transportation costs will be paid by the Buyer. Transportation costs: shipping container, airport delivery charge, and any expenses involved in the shipping of the dog must be prepaid before the dog is shipped. Buyer agrees to assume risk of loss for any damage to the dog during transportation, and further, agrees to hold Breeder/Seller harmless for any damage to the dog that may occur during transportation.

C. USE OF DOG

Intl. _____ Buyer agrees that this dog is being acquired as: a family companion dog; a working dog to be used for tasks appropriate to its breed such as therapy dog; and/or for exhibition in AKC conformation, Sch Titling, obedience and/or agility competition.

Buyer agrees that the dog is not purchased for resale nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation. Specifically it will not be used as a guard or attack dog or to hunt or fight other animals.

Buyer agrees that he/she will not sell, transfer ownership or possession of the dog or any of his/her progeny to any person or organization whose intent it is to resell (pet store), trade, or give away the dog, or use it in any experiments, laboratory or otherwise or to use it as breeding stock for a dog mill. Buyer further agrees not to tie the dog outside on a chain or leave it unattended in a dangerous situation.

D. VACCINES & VET CHECK

Intl. _____ All precautions have been made to ensure that this dog is in excellent health at the time of purchase including vaccinations at six (6) & eight (8) weeks of age and has been de-wormed on a regular basis. The dog has been vaccinated with GALAXY 5WAY The Breeder/Seller's veterinarian has made a final health check and a current health certificate (if shipping) is included in your shipping packet. It is recommended that additional vaccinations be given at twelve (12), and sixteen (16) weeks of age, with annual booster immunizations including Rabies Vacc. Newahause Rottweilers is not against Organic All Natural Methods and for this reason we will not have any problems with anyone choosing not to continue to vaccinate AFTER your puppy vaccines are complete.

Intl. _____ Buyer WILL NOT ALLOW his/her veterinarian to vaccinate puppy for LEPTO OR CORONA Until puppy is at least twelve (12) months of age. Only 5-way vaccines should be used. By using 6-way or 7-way vaccines, buyer forfeits all health guarantees pertaining to the puppys neurological health including death associated with the vaccine. If buyer has a neurological problem with the puppy, he/she must show proof that this vaccine was NOT administered to puppy before the age of 12 months. The Breeder/Seller warrants the dog to be in excellent health and free from parasites at the time of purchase/pickup, but has not made and does not now make any further warranties as to the dog's condition after pickup. It is the Buyers responsibility to prevent illness and injury by providing necessary booster vaccinations, veterinary care, proper nutrition, fresh water, shelter, training and supervision. Breeder/Seller has made every effort to breed healthy dogs and has raised this dog to the best of her ability. Buyer agrees to hold Breeder/Seller harmless for any testicle trauma that may occur to the dog, after the dog is no longer in Breeder/Seller's possession.

Intl. _____ Buyer agrees to take the dog to a Veterinarian of his/her choice within seventy-two (72) hours or (3 BUSINESS M-F DAYS) of delivery of the dog. A full health check including stool sample must be done. If, within that 72 hour period, a veterinarian finds the dog to be unsound, unhealthy, or possessing a serious genetic defect, then a statement in writing must be provided to the Breeder/Seller by that veterinarian that documents all defects for Breeder/Seller's veterinarian to review. Upon confirmation by Breeder/Seller's veterinarian of alleged defects, Buyer may return the dog, registration and all of his/her effects to the Breeder/Seller, and receive a full credit of the purchase price towards a new puppy. Replacement puppy may be given from an upcoming litter of breeders choice within 11 months. All transportation costs involved are the responsibility of the Buyer. The puppy in question must be returned to the Seller within 72 hours of the Vet Appt. If for any reason the puppy would need to be replaced under the terms of this entire contract, buyer MUST show proof of initial vet visit dated within 72 hours of pickup or (3 BUSINESS M-F DAYS). If no proof of THIS vet visit is furnished at time of replacement , contract will be null and void.

E. HIP & HEALTH GUARANTEE

Intl. _____ **HIPS-** Hips are guaranteed on this puppy not to be Moderately or Severely dysplastic per the Orthopedic Foundation for Animals (OFA) for pets and not to be less than a rating of FAIR for Full Registration (show & breeding Stock) up to the age of 24 months. To make a claim on hips this puppy must be x-rayed at the age of twelve (12) months and then again at 24 (twenty four) months. If there is any sign of dysplasia at 12 months the X-rays must be reshot by a different vet at six (6) to eight(8) months later and re-evaluated and submitted to OFA. If after the second set of X-rays show a dog that is dysplastic per the agreement above, then the puppy may be replaced before the age of 24 months. If at 24 months there is a sign of dysplasia, buyer will have an additional 3 months to have the hips reshot by a different vet and resubmit to OFA. If for any reason the dog pre-limbs good or excellent at 12 months, and then fails OFA with a less than Mild at 24 months then it is considered an environmental issue and the hips will not be covered by the breeder. Having the hips pre-limbed at 12 months can also help the buyer and breeder detect any issues early on in the puppy that may be deemed genetic versus situational.

F. HIP & HEALTH GUARANTEE CONT...

Because hip dysplasia can be caused by numerous factors that are not all genetic, it is the buyers responsibility to keep the puppy on a balanced diet consisting of a NATURAL Food. No corn or by-product should appear in the first 3 ingredients on the food. Puppy should NOT be jumping off of couches, stairs, or out of cars or SUVs. The dog should be maintained at a healthy weight and not over exercised or under exercised. It is NOT advisable to keep a PUPPY on a HIGH Protein diet under the the age of 12 months. Please follow the feeding instructions given buy the breeder. If there are any questions it is the buyers responsibility to ask the breeder.

Buyer understands that by not following the proper procedures listed above for Hip Dysplasia the contract will be considered null and void and will release the breeder from all responsibilities of a replacement puppy.

Intl. _____ HEALTH- This puppy is guaranteed for two (2) years not to die of anything deemed congenital. If such puppy dies within the first two years of its life, buyer agrees to have an necropsy done to determine cause of death. Seller also agrees to replace puppy if in first two years, puppy were to have to be put down (by a vet) due to a congenital defect that makes it impossible for the puppy to live a happy healthy normal life. The seller does not guarantee nor make any guarantees for Entropion. Ectropion(except for active show stock), Umbilical Cord Hernias, or anything that can be fixed and does not impact the longevity of the dogs life. The seller MUST be notified in writing through email or regular mail before such dog is put to sleep or all guarantees are null and void. Seller has the right to request a second opinion at buyers expense.

Buyer agrees to maintain the dog in a humane environment and properly train and care for it. Specifically the dog will be properly licensed and Inoculated against rabies, distemper, parvovirus, and other communicable diseases as recommended by a qualified veterinarian. The dog will not be allowed to roam and will be socialized and obedience trained appropriately.

G. REGISTRATION & MICROCHIPPING

Breeder/Seller certifies that the dog has been registered under the Regulations of the American Kennel Club as a purebred Rottweiler and will provide the proper forms for transfer of ownership of this registration within sixty (60) days of the pickup of the puppy.

Intl. _____ Buyer agrees that the Breeder/Seller's kennel name suffix **Von Newahause** is the end of the dog's registered name on the Registration certificate. If buyer does not follow this registration procedure this contract will be considered NULL & VOID. The Buyer also agrees that this dog will not be registered with any other registration service other than the American Kennel Club or the Canadian Kennel Club.

Dog must be micro-chipped within sixty (60) days of receipt of the canine. Buyer shall furnish Breeder/Seller with brand of chipset, location of chipset on canine, and all serial and or reference numbers associated with identification of said dog. Buyer agrees to provide microchip information to Breeder/Seller within sixty (60) days of receiving the dog.

ALL PUPPIES FROM Newahause ROTTWEILERS SHOULD BE REGISTERED & MICROCHIPPED !!! THIS IS PART OF YOUR CONTRACT & IS REQUIRED!!!!

H. RIGHT OF RECOVERY/REPLACEMENT

If, for whatever reason, the Buyer cannot or does not wish to maintain ownership of the dog (at anytime during its lifetime), Buyer must notify Breeder/Seller immediately. The dog is not to be sold or placed anywhere without written consent of Breeder/Seller. Breeder/Seller will assist in any placements of the dog if needed. Breeder/Seller will always accept the return of the dog back at no cost to the Breeder/Seller. Breeder maintains the FIRST RIGHT OF REFUSAL to buy the dog back at original purchase price if being sold for any reason. If dog has been Championed, an agreed upon amount can be discussed. Seller maintains the right to REPOSSESS if there is proof of any animal neglect and at NO CHARGE to the SELLER. Buyer will sign over AKC papers immediately.

REPLACEMENT

Intl. _____ IF FOR ANY REASON THERE IS TO BE A PUPPY REPLACEMENT COVERED UNDER THE TERMS OF THIS CONTRACT buyer must show proof that dog is spayed or neutered by a written letter from a licensed veterinary with a phone number and the current microchip # written on the document that was implanted in the dog when he/she was a pup. This will be required before any replacement is given and then buyer may obtain a replacement dog, when available, from Breeder/Seller at 50% off of the original selling price. Buyer is responsible for transportation costs from Breeder/Seller on the replacement dog. Breeder does NOT require the puppy be returned for a replacement. At no time for any reason will any money ever be refunded. A puppy replacement may be given for up to three (3) years after the claim is made. There will be no replacement or guarantee on a replacement puppy.

I. REQUIREMENT/GUARANTEE FOR PET QUALITY PUPPIES: SPAYING AND NEUTERING & TEMPERAMENT

Intl. _____ Buyer agrees that any dog that is purchased as a family companion, and dogs that are not show and breeding quality, shall be spayed or neutered no later than twelve (12) months of age. Special considerations may be given by breeder for starter show homes, or a breeding home waiting for hip & health clearances. Buyer agrees to never breed a dog/bitch that is on a limited registration.

Puppy will be entered into an obedience class age appropriate for the breed. Buyer understands that they are buying a puppy out of a WORKING breed and this puppy will need to be socialized properly early on to ensure it has the skills to be what you expect it to be. Newahouse do not make any guarantees as to the temperament of the puppy due to so many factors in the buyer's home. It is strongly suggested that buyer seeks advice from the Breeder/Seller immediately if there is any question to the temperament to the puppy.

90 Day Temperament Guarantee-- If in the first 90 Ninety days of receiving your puppy, a professional obedience trainer deems this puppy NOT SOUND temperamentally the seller may return the puppy to the breeder at no cost to the breeder/seller. Breeder/Seller will offer a replacement puppy when one is available of equal quality. All AKC paperwork must be transferred back to breeder. All transportation costs are at buyer's expense. This replacement is separate from the Hip & Health Replacement above.

J. REQUIREMENT/GUARANTEE FOR SHOW/BREEDING PROSPECT PUPPIES

Intl. _____ Breeder/Seller will use their best judgment and the advice of other fanciers in evaluating the puppies as to show or pet prospects. There is no guarantee that a dog evaluated as "Show Prospect" will be successful in the show ring as an adult or as a breeding animal and no warranties are made to that effect. This puppy is guaranteed not to have a DISQUALIFYING fault per the AKC standards.

Buyer agrees not to play games such as TUG OF WAR, or give the puppy HARD BONES or CHEWS on a consistent basis that can cause the puppy's bite to go off.

Buyer agrees that if said dog is shown, and becomes a Champion, a picture along with a copy of Championship certificate will be sent to the Breeder/Seller. Breeder/Seller may publish this information stating that Newahouse Rottweilers, Helen Linzy is the Breeder/Seller of the dog along with the Buyer stated as being the owner. Breeder shall maintain the right to post any and all information about the show dog on their website for promotional reasons.

Buyer agrees that this dog will not be used for breeding purposes until it has met the following criteria:

- 1) Proof of registration with the AKC or other certified dog registry (e.g., ADRK, UKC, CKC);
- 2) Proof of OFA or other recognizable certification for hips (i.e. OVC, PENNHIP, ADRK) has been acquired;
- 3) Dog or Bitch is at least 2 years/ 24 months old.

Buyer acknowledges that Breeder/Seller retains the right to repossess the dog, if Buyer breeds the dog before all of the requirements listed above in this section are satisfied.

If the dog is a bitch, then Breeder/Seller reserves the right to take any and all offspring from the litter that results from the illicit breeding in question. No refund or any monies shall be paid by Breeder/Seller to Buyer as a result. If the buyer breeds the dog or bitch before the age of two (2) years, this contract in its entirety is considered NULL & VOID.

If the dog is a STUD the breeder reserves breeding rights for a bitch Newahouse owns at no stud fee to the breeder. Any and all transportation or collection fees associated with this breeding will be at the cost of Newahouse. Newahouse maintains this right to be able to have this breed back to maintain the lines of their breeding stock.

K. LIMITATIONS OF CONTRACT

This contract applies to the original dog owner only and is non-transferable to any third party. Anything else not stated or covered in this contract may only be made with the Breeder/Seller's written consent. If the buyer does not submit all proper proof stated above the contract shall be considered null and void for replacement.

Buyer agrees to release and hold harmless Breeder/Seller for any and all liability, damages, or injuries caused directly or indirectly by the dog to any person or property. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical or mental, emotional or economic, caused by the dog to any person or property, after Breeder/Seller relinquishes possession of said dog.

L. TERMS OF THE CONTRACT

Buyer agrees that he/she has read and understands the terms and conditions of this contract fully. This contract is entered into within the State of Missouri. Breeder/Seller and Buyer irrevocably agree that the place of venue for any dispute shall be in Worden, ILLINOIS and that the terms of this agreement shall be construed in accordance with Missouri law.

In the event a dispute arises out of or relating to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation Midwest, Inc. ("US A&M") The parties shall mediate in good faith and agree to share equally in the costs of the mediation. The mediation shall be administered by the offices of US A&M, 720 Olive Street, Suite 2300, St. Louis, Missouri 63101. If such mediation is unsuccessful, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of US A&M. All hearings will be held in St. Louis, Missouri before an Arbitrator who is a licensed attorney selected by the parties. The arbitrator's decision shall be final and binding and judgment may be entered thereon in the Circuit Court of St. Louis County, Missouri. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. Nothing herein will be construed to prevent any party's use of the Courts for equitable relief. Any such action or remedy shall act as a waiver of the moving party's right to compel arbitration of any dispute.

This contract is designed to protect the Rottweiler and its future offspring, the Breeder/Seller and the Buyer of said Rottweiler. By signing, all parties agree to all clauses of this contract.

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Breeder/Seller: _____ **Date:** _____

Helen Linzy -PO Box 103, Staunton, IL 62088 #618-637-2255

Buyer: _____ **Date:** _____

Printed Name: _____ **Date:** _____

Co-Buyer: _____ **Date:** _____

Printed Name: _____ **Date:** _____