

Justin H. Brown & Family, LLC
DBA Black Bear Rotties
Contract and Limited Health Guarantee

This is a legally binding contract for the ownership of one Rottweiler puppy.

This contract is made between the seller/breeder: Justin H. Brown & Family, LLC, DBA Black Bear Rotties:

And buyer:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ email: _____

Puppy Name: () _____ Vom Black Bear*

*Puppies registered names will start with the letter that the kennel is on followed by Vom Black Bear. Registered names will be agreed upon before transfer of puppy. Puppy's call name can be whatever you wish.

This puppy is purchased with:

____ Limited AKC Registration

____ Full AKC Registration

Whelped: _____ Microchip #: _____

Sire: _____

Dam: _____

- Buyer assumes all responsibility for the health, proper socialization and continual professional training of puppy/dog. Buyer is responsible for **all** veterinary/training charges for the puppy/dog after the puppy/dog changes hands. Seller is in **NO WAY** responsible for any veterinary bills or surgeries/testing while in Buyer's possession.
- Buyer clearly understands and is aware that there are **NO** other guarantees, warranties, or conditions either expressed or implied unless clearly stated in this purchase agreement.
- Buyer agrees not to hold the breeder responsible for any injury or damages that this puppy may cause to property or any person. I understand that all interaction with children should be supervised.
- In the event that a puppy/dog must be re-homed, the breeder **REQUIRES** first right of refusal at a fee not to exceed **half** of the original purchase price (less the non-refundable deposit) of the puppy/dog. All transportation costs to return dog are responsibility of buyer and buyer must supply all registration & microchip paperwork signed over to breeder at time of return or no payment will be made to buyer. If the breeder is unable to accommodate the puppy/dog the breeder will notify the buyer within 48 hours. If the puppy / dog must be re-homed to someone other than the breeder, the puppy/dog must be re-homed with a **Limited Registration** only.

- If a puppy is to be shipped, buyer is responsible for all transportation costs associated with puppy. Puppy must be paid in full to include transportation costs via either postal money order or credit card (plus applicable fees) by six weeks of age or puppy will not be shipped.

Limited Health Guarantee:

- To Sellers knowledge this puppy/dog is of sound health and temperament at the time of sale and has no known illness or disease or congenital or hereditary condition that adversely affects the puppies health. This puppy was examined by a licensed vet and proclaimed healthy at seven weeks of age. A health record of all shots and dewormings as well as a record of his/her seven week health exam will be provided to you at time of purchase. Puppy will have tail docked and rear dew claws removed.
- **Buyer must have puppy examined by a licensed veterinarian within 48-72 hours of pick-up or contract will be void.**
- Seller will guarantee puppy up to the age of one year against **life-threatening** congenital (birth) defects. IF IN THE FIRST YEAR OF LIFE THIS PUPPY DIES DUE TO A VETERINARY PROVED GENETIC DEFECT OR IS EVALUATED BY A LICENSED VETERINARIAN TO HAVE A GENETIC CONDITION IN WHICH EUTHANASIA IS REQUIRED, THE BREEDER IS TO BE NOTIFIED OF SUCH CONDITION WITHIN 24 HOURS OF DIAGNOSIS WITH WRITTEN PROOF OF CONDITION BY A LICENSED VETERINARIAN. IF THE BREEDER DETERMINES NO OTHER ALTERNATIVE TO EUTHANASIA IS AVAILABLE, A REPLACEMENT PUP (or refund) WILL BE GIVEN WHEN ONE BECOMES AVAILABLE AFTER PROOF OF EUTHANASIA REFERENCING PUPS MICROCHIP NUMBER IS PROVIDED BY A LICENSED VETERINARIAN. IF A REPLACEMENT PUP IS TO BE GIVEN, BUYER AGREES THAT THEY ARE RESPONSIBLE FOR ALL TRANSPORTATION COSTS OF THE REPLACEMENT PUP WHICH INCLUDES, MICROCHIP, HEALTH CERTIFICATE, AND AIRLINE COSTS. AKC AND OR FCI PAPERS, AND ALL THAT APPLY, MUST BE RETURNED TO THE BREEDER PRIOR TO A REPLACEMENT PUP BEING GRANTED or refund being made. If something does arise that is a life threatening birth defect, we reserve the right to request another opinion from a licensed vet, or specialized professional of our choice, to verify that the puppy does indeed have a genetic problem, at the buyers' expense. All paperwork must contain the scanned microchip number. If the puppy is deceased a necropsy report must be provided to seller on reason for death before any remedy will be made. Puppy will not be euthanized before prior consent from seller or contract will be void. Seller will **offer one** of two remedies if puppy is found to have a congenital defect requiring euthanasia. Remedy option will be decided by seller:
 - Full refund of purchase price
 - Or, a one time replacement of puppy with another puppy of equal value when available
- Buyer understands that poor conditioning, exercise and diet are all major factors that contribute strongly to elbow and hip dysphasia. Buyer also understands that it is not possible for the breeder to control the conditioning, exercise and diet of the puppy/dog once the animal changes hands. Buyer understands that the breeder does not in any way guarantee the hips or elbows of the animal if it is less than two years of age at the time of sale. Buyer understands that a small percentage of the progeny of dogs certified by OFA to be free of hip and elbow dysplasia will ultimately develop dysplasia, and that Seller is not warranting OFA certifiable hips or elbows in this puppy.
- This guarantee does not cover common puppy parasites. Even though all our pups are dewormed regularly starting at 2 weeks, it is imperative that the Buyer keeps the puppy/dog on an appropriate heartworm preventative and deworming schedule as puppies and dogs will inevitably come in contact with intestinal parasites through their environment. A stool sample should be checked at the first vet visit to verify that no parasites remain.

- Breeder does not guarantee against any overbite or underbite, umbilical hernia, white on the chest, or other areas.
- Breeder does not guarantee that said dog will become a show/working/breeding/sport dog in the future.
- Breeder does not guarantee temperament; proper training is the responsibility of the buyer once the puppy is in your possession.
- The Buyer understands that this Guarantee ONLY covers CONGENITAL (birth) defects requiring euthanasia and not injuries, accidents or acts of God. We reserve the right to have any diagnosis reviewed by our vet at the Buyers expense.
- The Buyer understands and agrees that this guarantee does not cover minor health or genetic problems that have little or no impact on the dog's quality of life.

NuVet Vitamins:

- **Due to the varying kinds of food and different environmental conditions the puppies come in contact with; and the fact that all puppies have immune systems that take time to mature we highly recommend the puppies remain on NuVet Plus® Immune system builder. You can purchase them online or call them directly, their information is on our website. www.marylandrotties.com/nuvet-vitamins.html**

This contract shall be deemed a legal and binding agreement between Seller and Buyer and is under the jurisdiction of the State of Maryland in the county of Caroline. It is further agreed that should any dispute/arbitration between Seller and Buyer regarding said puppy/dog occur that the legal venue shall be the County of Caroline, MD, county of residence of the breeder/seller.

By signing this contract buyer understands and agrees to abide by its content in full. If the terms or conditions are violated, a fee of not less than \$2000.00 plus all court cost and attorney cost will be due to seller/breeder.

I am fully satisfied with my puppy/dog at the time of purchase/pick-up at seller's residence. I have received the proper AKC registration papers from the breeder. I understand that under NO circumstances will the breeder replace any AKC registration papers pertaining to this dog if they become lost, stolen or destroyed.

I/We the Buyer, certify that I/We have read the contract in full, understand its contents and I/We hereby agree.

Buyer Printed Name: _____

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____