

Brandy Hill Kennel

Joseph P. and Rene M. Allegrini
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SALES AGREEMENT

In as much as Joseph P. and Rene M. Allegrini, here in after called "Breeder", offers for sale a SHOW prospect Rottweiler, further described as:

Brandy Hills _____
A.K.C. Number _____ Microchip _____
Whelped: _____

And, in as much as _____, Purchaser of above named rottweiler wishes to purchase the above described Rottweiler for the sum of \$_____ (minus deposit of \$300) to be rendered within 10 days after notification of the availability of the animal and the balance of to be paid upon receipt of the animal and before A.K.C. Registration papers are released, under the following warranties and conditions, no other warranties or conditions are either expressed or implied:

- 1.____ Breeder guarantees that the above described Rottweiler is a purebred Rottweiler, registerable with the American Kennel Club and that Registration papers have been given to the Purchaser as of the date of the completed purchase, together with a true copy of its pedigree. This Rottweiler will bear the name above, which will include the Brandy Hill prefix.
- 2.____ Breeder also guarantees that this animal is in good health. The animal may for any reason be returned to Breeder within 72 hours of the time of purchase, and Breeder will refund to the Purchaser the full amount of the purchase price paid.
- 3.____ Purchaser shall have this Rottweiler examined by a licensed veterinarian within 72 hours of time of purchase. Purchaser will assume full responsibility for the health of the above described animal following said 72 hour period. Purchaser further agrees to secure such shots as outlined by Breeder.
- 4.____ In the event the following faults are present in the above described Rottweiler on or before two years of age, Breeder agrees to replace the puppy from the next available litter, or refund 50% of the purchase price to the buyer. The decision is solely up to the breeder, as to a refund or replacement puppy.

FAULTS:

Hip Dysplasia , entropion, ectropion, faulty bite (wry,overshot or undershot) 2 or more missing teeth, long coat, sub-aortic stenosis (SAS), a failed Cerf examination, cryptorchid, or a temperament problem attributed to breeding. In the instance of a temperament problem the breeder retains the right to seek a second opinion from a non-partial professional, and the puppy **shall be returned** to the breeder. If any of the above faults are found in the above said animal, they are to be rendered incapable of breeding and proof is to be sent to the breeder.

- 5.____ Purchaser agrees that the animal must be x-rayed for hip dysplasia and elbow dysplasia between the age of 24 and 26 months. The x-rays must be taken according to the Orthopedic Foundation for Animals, Inc. procedures and submitted to the O.F.A. and a copy of the certification and/or evaluation report from the O.F.A. must be sent to Breeders. If the O.F.A. requests a second x-ray, this must be done according to O.F.A. instructions and the above procedure followed.
- 6.____ Purchaser agrees that the animal must be titled an AKC Champion **prior to** breeding, and have received his/her AKC CGC certificate. Any other titles you wish to compete for. CD, Ud, Rally,Herding, etc. are encouraged.

Purchaser agrees that animal will have the following health clearances prior to breeding, heart cleared by a Board Certified Cardiologist, and eyes certified by a Board Certified Ophthalmologist prior to breeding. All clearances are to be registered with the appropriate databases and a CHIC # obtained.

Purchaser agrees that the dog/bitch will only be bred to an animal with the same health clearances and titles, unless waived by the breeder in writing.

If this dog is a male, Breeder retains the right to use him for stud for the total of two live litters or to collect frozen semen for future use. There will be no expense to the buyer.

If the dog/bitch is bred prior to being titled and all health clearances obtained, a \$1,000 fine will be paid by the purchaser.

7. ___ If a co-own is agreed upon the breeder will receive ___ puppy(ies) from the ___ litters or ___ breedings per year from a dog. The puppy(ies) will be ___ and/or ___ pick by the Breeder. If a co-own is not in place the purchaser will be a member of a **code of ethics club**.

8. ___ It is agreed that upon the death of the animal, prior to 2 years, so far as it is practicable, prompt notice will be given Breeder to that effect, and the remains may be reclaimed at Breeder's option for purposes of autopsy and such other scientific purposes as may be deemed appropriate.

9. ___ Purchaser further agrees to take proper safeguards for the care and safety of the animal sold herein, including-but not limited to a **fenced yard, proper shelter, adequate feeding, exercise, socialization and Obedience Training**. Proper safeguards include non-slippery floors and gates that prevent a young dog from traversing unaided up and down stairs or steep inclines. These and allowing a puppy to become fat are stress factors that will cripple a normal dog.

This animal must be enrolled in a Puppy Kindergarten / Socialization class by the age of 6 months. This class must be completed in full and finished by the time the animal is 9 months of age. No classes are to be attended until the puppy has received 4 distemper/parvo vaccines, a Rabies vaccine, and a Bordetella vaccine.

Purchaser also agrees that this animal will never be chained and/or tied in any way, will not be used for any illegal purpose, and the purchaser will become a member of one of the **Rottweiler Code of Ethics clubs**.

10. ___ If unusual or dire circumstances require that this animal can no longer remain in the possession of the owner, the animal is to be returned to the breeder. This is to be at a time, date, and location set by the breeder. If the current owner finds the animal a new home it will be with the permission and approval of the breeder. If not agreed upon by the breeder the dog will be returned to the breeder.

11. ___ It is stipulated by and between the parties that failure to comply with the conditions of the Sales Agreement will result in the animal being returned to Breeders and that in case of the animal being permanently returned to Breeders due to lack of compliance by Purchaser herein, Purchaser shall forfeit all monies paid on the animal and shall sign over registration papers immediately to Breeder. The animal, if returned, must be returned at a time set by Breeder.

12. ___ It is agreed that in any legal action between the parties attempting to enforce any of the terms of this agreement, or any action in any way pertaining to this agreement, the prevailing party shall be entitled to recover expenses, including a reasonable attorney's fee. All litigation shall take place in Litchfield County, in the state of Connecticut.

The foregoing Sales Agreement, Dated: ____. consisting of ___ pages including this page, is in accordance with my/our understanding and I/we agree to the terms thereof.

Purchaser: _____.

Address: _____.

Phone: _____.