

VOM HAUSE NOBLE ROTTWEILERS CONTRACT/GUARANTEE

Puppy Sales Contract/Guarantee (4 Parts)

GUARANTEE APPLIES ONLY TO THE ORIGINAL BUYER(S)

Breed: Rottweiler

Date of Birth: _____ Pup Reg #: _____

Sex: Male or Female Pet or Breeding/Show

Color: black & mahogany

Sire Name: _____ Reg Number: _____

Dam Name: _____ Reg Number: _____

Purchase Price: _____ Tax/ 7% _____

Minus non- refundable Deposit \$ _____

Shipping Cost: \$ _____

Total owed: _____

Date: _____

Signature of Purchaser: _____

(Part 4 acknowledged and contract as a whole - * and all 4 parts individually)

Printed Purchasers Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Cell/Home: _____ Email: _____

PART 1:

Holding Agreement:

A \$400.00 deposit is required to hold your puppy. The seller assigns the buyer the guarantee that the dog will not be sold to any party other than the buyer as long as the buyer adheres to the Picking Up Your Puppy guideline. The \$400.00 deposit is non-refundable and will be applied to the purchase price of the dog when

the buyer assumes physical possession of the assigned dog. We only except personal checks or money order to hold your pup. Remainder of puppy/dog price will need to be paid when picking the puppy up or sent and cleared before shipping. If you are paying when you pick the puppy up it will need to be with money order, cash, or before picking up the puppy.

Please note...***ABSOLUTELY NO PERSONAL CHECKS WILL BE ACCEPTED THE DAY OF PICKUP!!***

Picking Up Your Puppy:

Your assigned puppy needs to be picked up between 8-9 weeks of age. If your puppy is not picked up by the 9th week and no prior arrangements have been made with the seller, VHN Kennel has the right to void the Puppy's Sales Contract and find another buyer. If prior arrangements have been made they will be so noted at the bottom of this contract in other. All fees are to be paid in full before the puppy will be released to the buyer. Shipping is available for an additional charge which will include the crate and health certificate. Puppies cannot be shipped until they are at least 8 weeks old.

First Right of Recovery:

If buyer is unable to care for or chooses to change his/her mind about caring for the puppy purchased, VHN Kennel retains the right of recovery of the puppy at the buyer's expense (MEANING shipping or getting pup/dog back to us). The buyer must notify VHN Kennel as to the change in circumstances and give the seller first right to the dog before any other action is taken. This includes and is not limited to selling the dog to another buyer without written consent/approval from breeder. The original purchase price of the dog is NON-REFUNDABLE, we do not pay for our dogs back. Even if there is nothing wrong with the puppy/dog and the buyer is just unwilling or unable to care for the animal. Again, their will be no money's compensated for bringing your dog back. We are taking on the responsibility of your puppy/dog and all it's care. Buyer(s) agrees to release and hold the breeder harmless for any emotional stress potentially caused and all liability, damages, or injuries, caused directly or indirectly by the Rottweiler to any person, whether actual or legal, or to any property, whether physical, mental, emotional or economic, caused by the Rottweiler, beginning as soon as the pup leaves the breeders property. If for any reason buyer is not able to keep this pup/dog, it **must** be returned to breeder with all necessary paperwork signed and turned over, unless other arrangements are made between buyer/breeder first. This pup must **NEVER** be sold to a pet store, broker, puppy mill, or surrendered to a shelter. Or sold out right to anyone, Breeder must be notified immediately of any problems that arise or if buyer can't care for puppy/dog anymore. Again if the above isn't followed breeder has right to take buyer to court for \$2,000 plus court costs for breach of contract. We love our dogs, care for our dogs, and want to be notified immediately if you need help with them, can't afford them, or no longer can care for them. We understand that things in life happen, but we want our dogs back home with us if you can no longer keep them anymore for whatever reason.

Shipping of Puppy

Pups are shipped at 8 weeks of age, will be guaranteed for up to 3 days from shipping date. Will have had shots appropriate with age/several deworming's/vet health certificate/crate/toy and a lifetime of breeder support! Along with the price of the pup, Buyer is responsible for shipping fees if applicable in the amount of approx. \$425 for an 8/10 wk old pup. Adults are more and crate costs are more as they go up by weight and size. Also, in the event of a pup being returned for whatever reason or a replacement pup, buyer is responsible for all shipping charges/ground delivery. Pup must have vet check-up at buyer's expense within 72 hrs of delivery to assure health, or can use the original health certificate that pup had before shipping.

contract applies only to the original purchaser and is NOT transferable. When a deposit is received by VHN

Kennel the Purchaser automatically agrees to the terms of this contract.

PART 2:

NUTRITION INFO AND GUARANTEE

Nutrition/Food- LIFETIME PUP REPLACEMENT & 2 year Hip Guarantee

To get the **LIFETIME PUPPY REPLACEMENT Guarantee and 2 year Hip Guarantee** your pup/dog **must be fed Life's Abundance Vitamins & Food on Auto ship **which is cheaper**. Food and vitamins need to be ordered before you pick your pup/dog up and no later than a week after you pick them up. They must be ordered from the website we give you or on our nutrition page or the ordering number we give you if your call your order in and **MUST** be on Auto ship and link we give you to get the guarantee! If at any time you cancel the food or vitamins or do not order the amount needed to feed your dog according to his/her size and age then this entire contract and guarantees will be null and void.

Our puppies begin Life's Abundance quality food & supplements because of the powerful antioxidants and live probiotics which eliminated free radicals and boosts the immune system and good flora in the gut, creating a preventative against skin and coat problems, various forms of cancer, heart issues, arthritis, cataracts, tumors, digestive problems, allergies, and hip dysplasia. Our food is one of the highest foods for quality, safety, and money saving per cup there is, and the only one that is 6-11 weeks fresh when you receive it!!! We believe it is crucial for your puppy to continue Life's abundance food & daily vitamins through their lifetime (while my pups are growing I choose to feed the Daily supplement vitamin by life's Abundance for the high levels and multi quality sources of Glucosamine and chondroitin well they are growing and needing it well developing) It is **MANDATORY** that you continue this daily vitamin supplement till 6 months then switch to the Agility vitamin at that time and Life's Abundance food in your contract thru our personal site or the site given to you, to be in good standing for the health guarantee. This ensures us on our records that the puppy will be getting the very best supplement and food provided and trusted by top quality breeders and reputable vets who know and care about nutrition. There is no other food on the market that stands up to the quality or safety measures our food does.

If your dog should pass away before the age of 5 yrs. Old from any **NATURAL CAUSE** we will replace your puppy with another dog **FREE** when one is available of the same value (only once). There will be no money given back or exchange of money. Proof must be shown from a vet and necropsy report from a specialist that is was *natural cause only*. At any time we are notified in our back office, that your pet has been removed from this daily supplement and Life's abundance dog food, **Part 2 of your contract/guarantee will become voided without exceptions if there is a lapse in life's abundance vitamins and dog food at any time.** This contract will then be considered "A Breach of Contract" and shall be null and void. Thus will be limited to a state genetic guarantee of just 1 yr. if contract is breeched.

We love our dogs and hope you do too and want your pup to live a very long, healthy and happy life. There is no dry food of this caliber, quality or safety out there or the many standards it chooses to meet, even over sea standards that our food meets & exceeds which is higher than USA, AAFCO standards. We also have a certification from a group called APHIS - Animal Plant Health Inspection Service. That inspects our incoming ingredients to make sure it is all quality humane grade food. This is why we recommend the **BEST** food. Nothing less and such guarantees for our dogs for life on it!

BUYERS SIGNATURE: _____ DATE: _____

PART 3:
PET/COMPANION or SHOW/BREEDING Prospect

All puppies are sold with AKC Registration papers either Limited or Full Registration unless contracted otherwise. Vhn rott's Kennel will require the buyer provide a statement from your vet proving that your puppy has been spayed/neutered by puppy age of 9 months. No Exceptions! (Unless contracted otherwise)

_____The puppy is sold on **Limited Registration**. It is understood that the puppy will be Spayed/Neutered and NOT to be used for breeding. Puppy is to be spayed or neutered no later than 9 months of age. You are to furnish the breeder with a copy of the spay/neuter receipt, Failure to do so gives Windego Kennel the right to regain possession of above said dog with NO MONEY RETURNED.

_____The puppy is sold on **Full Registration** in which it will be eligible for all registry events and offspring will be eligible for registration.

All of our puppies are guaranteed to be purebred. After the buyer assumes physical possession the seller holds no responsibility for the puppy other than that declared on the puppies Hip Guarantee (Part 2).

Pet or Companion Quality

If pup is sold as a "Pet or Companion" this Rottweiler **CANNOT** be used for breeding. Pup will be sold with a Limited AKC Registration, offspring cannot be registered, and pup must be spayed or neutered with copy sent to breeder before pup is 9 months old or we have the right to come take the dog for breach of contract and all guarantees are null/void without return of any money. Breeder does not guarantee against any overbite or under bite, white on the chest, or other areas, Genetic or health problems, other than therefore mentioned under **Guarantee**. Hips are guaranteed up to 2 years of age from GENETIC issues ONLY! If you choose to test the hips between 20-24 months of age by a specialized licensed veterinarian and the hips do not passing and come back with a severe hip rating from OFA/FCI certification. Make sure you have a vet who knows correctly how to put them on the table and x-ray the way OFA wants. Or call and ask us before hand to save you money in doing them right the first time. Copy of written report is to be sent to Breeder right away. Original pup must be neutered or spayed and breeder will replace with pup of same value (Puppy – MUST be replaced within 2 years of notification of previous pups hip issues if breeder is still breeding). Again, as mentioned above, breeder is NOT responsible for any vet bills or surgery while pup is in buyers possession if anything arises that is health related or genetic. Breeder also reserves the right to request a 2nd opinion from a licensed vet or specialized professional of breeders' choice at buyers' expense and to have them sent to 2nd certifying agency and the best result will be taken of the two. To avoid this extra expense you may want to call us first.

If dog is used for breeding when Limited Registration was given Breeder has right to take buyer to court for breach of contract on part 3 and \$5,000 plus court expenses for not following contract and spaying/neutering dog as agreed upon. If this does happen then Part 2 &3 of the contract guarantee is null and void.

Breeding Prospect ONLY

If the pup is bought as a breeding prospect, the breeder guarantees against Hip Dysplasia with a OFA/OVC/FCI/ADRK rating of fair or better or equivalent, up to 2 years old. All basic vaccinations must be current, but not over done and documented by a licensed vet. Must also have copy of Specialists written report on any genetic problems, but, Breeder reserves the right to request a second opinion from another licensed vet or specialized professional of breeders choice at buyers expense. The 2nd Opinion will then be

sent to a 2nd certifying agency and the best result will be taken. When breeding this Rottweiler it must be at least 2 years of age, and at the age of 2 years, has had hips certified free of dysplasia by the OFA/FCI/ADRK and received an OFA/FCI/ADRK number (or part 2 of guarantee is null/void). If at the age of 2 years this Rottweiler pup is found to have hip dysplasia problems certified strictly by OFA/FCI/ADRK (lower than a fair or equivalent). If pup is not sound as mentioned above, breeder will replace with another pup of same value (up to 2nd pup...your first is the one you bought) when one becomes available (NO cash refunds), and original pup must be spayed or neutered and returned at buyers expense to breeder before replacement puppy will be given. The breeder will then give Purchaser a credit amount of the original purchase price of said Rottweiler. This credit can then be used towards another Rottweiler for next available puppy of equal value and same sex from Vom Hause Noble rottweilers only up to 2nd puppy. There is never any money given back or refunded. **If next pup is from a more expensive litter credit of purchase price will be applied and balance will need to be paid by purchaser.** Breeder is NOT responsible for any loss of possible future income, or any emotional or physical duress that might be caused from not being able to breed or show this Rottweiler for whatever reason nothing is ever a guarantee. Also, breeder is NOT responsible or liable for any vet bills or surgery while pup is in buyers possession if anything arises that is health related or genetic. Buyer(s) is responsible to meet all breeding requirements as set forth by AKC breed standards or the Rottweiler must be spayed or neutered to protect the Breed. Also, if a pup is bought as show prospect, all guarantees mentioned above for breeding prospect apply for show prospect, however, there is no guarantee that a show prospect pup will win in the show ring and we will not guarantee this. If a buyer breeds their Rottweiler accidentally or deliberately before these requirements are met, Part 2 of this contract is automatically void and if buyer breeds above said Rottweiler before 2 years old, the Breeder has the right to regain possession of said dog at any time thus being said:

*****If said Rottweiler is bred before the age of 2 years old and hips are not certified or bred to dogs of no merit or dog from junk kennels (merit is genetic cert. checked) OR breeder is selling pups below price of our pups without permission from the breeder, the Breeder WILL take purchaser to court for breach of contract and Purchaser will be held responsible for \$5,000 and all court costs. NO EXCEPTIONS!!! And we can/do find out. Our dogs come off of some of the best lines in the world and have worked hard to preserve them and preserve their quality & care. If you do not want the same and are into anything less and selling less, then we are not the breeders here for you or such a breeding program.**

THIS IS A 4 PART CONTRACT – If at any time there is a “Breach of Contract” on any one or all parts of this contract just that part that is breached will be voided not the entire contract. Your signature on each part of this contract is acknowledging this as written below.

I acknowledge that this is a legal & binding contract and have reviewed and agree to the terms listed above. The buyer also agrees to use the kennel name “Vom Hause Noble” as the prefix in the registered name of the dog. The buyer will also maintain up to date vaccines, worming, and to keep the puppy/dog in humane conditions and provide proper quality food, clean water, and dry shelter, shade in summer, warmth protection in winter. Failure to follow the above contract completely will result in “LEGAL ACTION” and is grounds for us to regain possession of the puppy/dog if these everyday things are neglected for our pups/dogs. This contract applies only to the original purchaser and is NOT transferable. When a deposit is received by VHN Kennel the Purchaser automatically agrees to the terms of this contract, even if both the Breeder and the Purchaser have not yet signed the contract. *Should there be any dispute; legal venue shall be State of MN, County of Sibley. Buyer will be responsible for all court costs.*

PART 3 ACKNOWLEDGED

BUYERS signature: _____

DATE: _____

PART 4:

HEALTH GUARANTEE

Puppies are to be in good condition for the first 72 hours after the time the purchaser assumes physical possession of the puppy. The buyer agrees to have the puppy examined by a licensed veterinarian at buyers' expense within the first 72 hours after the purchaser takes possession of the puppy. If the veterinarian finds the puppy to have the severe physical condition known as hip dysplasia by certification by OFA/OVC/FCI/ADRK the puppy/dog is to be returned to the breeder for a replacement out of a future litter, at NO time will money be refunded. Viral, bacterial colds or infections such as Coccidia or Giardia (bloody stools) are a form of worms which are easily treated and are not covered in the health guarantee as they are natural things puppies can pick up. Umbilical Hernias also referred to as "outie" belly buttons are also not covered in the health guarantee they usually close by themselves if not (your vet can fix it if it does not close when you spay or neuter your pup). Puppies are naturally at risk for coccidia or giardia or worms which is often brought on by the stress of a new home, new food, new people, or just a change in environment. Another thing that may show up when a puppy is taken to a new environment is kennel cough (Bordatella- a raspy cough may be signs of this) which is common when puppies are transported to their new homes and is usually caused by bacteria. Kennel cough is self-limiting and like the common cold, it must run its course and it is NOT life threatening. Full recovery is expected and kennel cough, coccidia, giardia on their own are not life threatening but should be stool and rectal swap checked when you go to your first check up with your pup. All puppies are treated and/or vaccinated for distemper, parvo, coccidia, giardia, and worms before they leave our kennel. However, you need to be aware that these things can arise and that they are usually not serious (even though seeing blood in the stool appears serious) and are easily treated and we will not cover the treatment for them.

Buyer(s) agrees to release and hold harmless breeder for any and all liability/damages/settlements/judgments, or injuries, caused directly or indirectly by the Rottweiler to any person, whether actual or legal, or to any property, whether physical, mental, emotional or economic, caused by the Rottweiler, beginning as soon as the pup leaves the breeders property. Breeder also does not warrant/guarantee (expressed or implied) the future temperament or personality of said dog. Breeder works hard to breed the finest Rottweilers with regard to bloodline, confirmation, and temperament. However, each dog is an individual and a product of its new environment & trainer. How the new owner chooses to raise this dog will be a major determining factor regarding its temperament and personality and the future of this breed as a whole. You are solely responsible for socializing/training properly, the environment, and other situations that you introduce your dog to voluntarily or involuntarily and how you handle them in those situations as well as letting others treat and handle your dog is YOUR responsibility. And your pup must **NEVER** be hit/pushed/spanked/ isolated for long periods, or disciplined in a negative, harsh manner, though correction is a must when doing something that is not wanted. Obedience classes are highly recommended with a trainer who knows the breed and a credited trainer. For this reason and should be started after their 15 week shots. (8, 12, 15, 19 wk. and then at 1 yr. should be all they get within the yr. no more!) We have had some vets who are adding on extra shots as they do not think we have given the 8 week shots even though we send PROOF off the bottle that we have given this. This is I feel a money ploy to our customers. And your puppy does not need to be **OVER VACCINATING it is NOT healthy!!** And can be harmful! You do not make your dog healthy by giving more of the disease or virus. By law the only vaccines your dog has to have is distemper and rabies. I do

recommend parvo up to age 3 yrs. And no more. If you went to one hospital got your flu vac. would you really want to be given another just because the hospital did not believe you got it there?! This is what I have found with some vets that my customers have called me with. It is your puppy and I would not allow this and will not cover over vaccinating your dog. *YOU have a right to choose what goes in your dog and what does not.* You also have a right to get a titer and see if your dog has the immunities so you do not have to give them more! Besides rabies is the only law and after the 1 year vaccine for rabies they are good for 3 years! And every 2 yrs. for the 5 way vaccines. The buyer(s) shall provide proper nutrition, vet care, shelter and exercise. The seller has the right to come on to property and check dog at any time. If the dog is found to be neglected or abused, seller has the right to take the dog at any time without payment or replacement! It is a privilege to own such an animal. I do not tolerate abuse or neglect to my animals. The pup shall be socialized properly, Puppy classes are highly, highly recommended!! It makes your life easier and a well mannered dog! This is YOUR responsibility as a good owner and will determine how your dog will be. Lets promote good canine citizens! after all immunizations needed, to include other people outside the family, other dogs, and strange places Also keep a Rottweiler reference book on hand at all times to refer back to, please call with any questions, we want to help you. **Please call us if need us that is what we as your breeder is here for, so that we may help before or if problems arise!**

Signature of Breeder: _____ Date: _____
Tasha Podratz

Puppy Name/Other Conditions:

Tasha Podratz
PO Box 515
Gaylord, Mn. 55334
(507) 241-0482
www.vhnrotts.com

LIFE'S ABUNDANCE PURCHASE SITE BELOW TO GET THE GUARANTEE:

If you choose to phone orders please call 1-877-387-4564...
Use Rep Name & ID Number on the sticker.