

Companion Dog Contract

The following is an agreement between Kim Swearingen and Chris Swearingen hereafter known as Seller or Legion Rottweilers and

_____ hereafter known as
the Buyer, for the purchase of the Rottweiler described as
LITTER: _____
SEX: _____ DOB: _____
CHIP # _____
Name: _____

1. The aforementioned dog will be registered with the American Kennel Club with Limited Registration, hereinafter called AKC, and shall include "Legion's" as the prefix of its registered name. Buyer further agrees to name the puppy in accordance with the theme designated for the litter. Registered names must be decided at time of pickup. If a suitable name is not selected by that time, the seller will choose a name. Each puppy is sent home already micro-chipped. The Buyer agrees to register with the animal recovery organization and also list Legion Rottweilers as second contact in case the dog is lost or stolen. All costs associated with the above-described dog shall be borne by the Buyer, this includes registration fees, veterinarian services, training fees, etc..
2. Seller guarantees the dog to be of sound temperament and in good health at the time of purchase. The Seller will furnish Buyer with the dog's immunization record and recommended diet. The Buyer agrees to pay for a health certificate if flying. If a health certificate is not required, it is recommended, but not required that the animal be examined by a licensed veterinarian within 48 hours of possession. If the examining veterinarian finds and reports in writing that the health is unsatisfactory, the puppy may be returned to the Seller within 24 hours for a refund or replacement puppy of equal value, when available. At the time the animal is returned, the Buyer(s) shall return the registration papers correctly signed.
3. Buyer shall assume responsibility for the health, temperament and appearance of this dog following these 48 hours. Buyer further agrees to maintain the dog at all times in good health and humane conditions. Buyer agrees that proper safeguards will be taken to assure for the care and comfort of the dog sold herein. It is the understanding that this dog will be a household (indoor) companion and that it will have access to a fenced yard, fresh water and appropriate diet. Buyer agrees not to tie or otherwise tether said dog for primary confinement, use for dog fighting, or promote aggressive tendencies in said dog. Buyer(s) also agree to keep the dog at proper weight and avoiding early spay or neuter. Obesity, undernourishment and the early removal of sex hormones can cause orthopedic and many other health related issues. If the Buyer(s) elect to spay or neuter the dog at any time, this shall NOT be done before the dog is 2 years of age. Under no circumstances, other than to save the life of the dog, shall the dog be spayed or neutered before the dog's 2nd birthday. Buyer further agrees to maintain the dog at all times in good health with regular veterinary check-ups, and will secure such vaccines as recommended by the Seller and Buyer's state of residence.
4. This dog is the product of OFA certified breeding stock, both parents are certified by the OFA to be free of hip dysplasia ,elbow dysplasia, free of heart disease and free of any hereditary or congenital eye defects. With respect to the hips and elbows, because of the great amount of environmental variables that come to play a part in the development of the dog's hip and elbow joints, Legion Rottweilers does not guarantee that this dog himself or herself will be free of

these conditions. However, we will provide a \$300.00 refund fee if the dog is diagnosed with moderate or severe hip dysplasia or "Grade 3" elbow dysplasia as verified by the OFA. Legion Rottweilers will also provide a \$300.00 refund if the dog is diagnosed with SAS as verified by a board certified cardiologist via echo-cardiogram by age 28 months. THIS GUARANTEE IS VOID IF FED AN INAPROPRIATE DIET OR IS SPAYED OR NUETERED BEFORE AGE 2 YEAR.

5. This puppy is a product of OFA certified parents. To keep our breeding program strong, we require that each puppy we sell will also be evaluated through ORTHOPEDIC FOUNDATION FOR ANIMALS, INC. (OFA) at the buyers expense. Buyer(s) understands that even though there is no intention of breeding the animal, they are still required to take this dog to a competent vet in accordance with OFA procedures for x-rays of hips and elbows, eye examination by a boarded ACVO Ophthalmologist and a cardiologist for a cardiac evaluation for heart disease via auscultation or the preferred method of echo-cardiogram between 24-30 months of age AND will submit x-rays and results to OFA for evaluation and have results publicly posted in the OFA database. For the benefit of the breed, this procedure will be followed, regardless of whether the dog is sold as a show, working or companion only animal. We also recommend that you have the dentition of your dog evaluated and sent in to OFA as soon as all the dog's adult teeth have come in and that a JLPP DNA screening is done and on record with OFA. **Buyer agrees that NO PENNHIP tests** will be performed on this puppy at any time due to possible injuries that can occur from this procedure being done improperly.

Initials: _____

6. The Buyer agrees to keep Seller advised of the dog's residence and will notify Seller of any change in address or phone number. It is mutually agreed that the Buyer will maintain ownership of this dog, and may not transfer ownership of this dog without the Seller's knowledge and written consent. In the event the Buyer must relinquish this dog, it is agreed that this dog along with the signed AKC papers, will be immediately returned to Seller at the Buyer(s) expense.
7. Legion Rottweilers recommends puppy socialization classes and offers an incentive to continue basic obedience training. Legion will give Buyer \$50.00 if the dog receives an AKC Companion Dog Title (CD) or Basic Companion Dog Title (BH) by the age of 2 years. Buyer(s) also agrees to notify Seller of any title completed and provide copies if not AKC.
8. Buyer agrees that this dog will NOT be bred intentionally or unintentionally.

Initials: _____

9. Buyer(s) acknowledges that failure to adhere to the terms of this agreement may irreparably harm the Dog, the Rottweiler breed and the reputation of the Seller. It is stipulated that in the event that the Buyer(s) fail to comply with any of the terms or conditions of this contract, Legion Rottweilers shall be entitled to demand immediate return of this dog and Buyer(s) shall, in addition to returning the dog and transferring the registration back to Legion Rottweilers, be liable to Legion Rottweilers for liquidated damages in the amount of \$4,000.00 without reduction or offset in any amount whatsoever.
10. Sale price for the above described dog shall be \$X,XXX.XX and shall be paid in full prior to receipt of the puppy. \$600.00 to be considered a deposit and NOT refundable for any reason is required when the puppies reach 4 weeks of age. The deposit amount is part of the overall purchase amount with the remaining \$X,XXX.XX to be paid at or before pickup via certified funds or cash. All travel and transportation expenses related to pickup/delivery of the dog are addition and at the cost of the Buyer.
11. Hold Harmless Agreement: The Buyer(s) agrees to hereby waive and release the Seller, their employees, officers and agents, from any and all liability of any nature for injury or damage or loss the dog may suffer or cause, directly or indirectly, to any property or person, including

specifically, but without limitation, any injury or damage resulting from the action of this animal.

12. This contract contains the entire agreement of both parties and shall be construed and enforced through Colorado State law. Both parties agree that if any term, provision, condition or covenant of this contract, for any reason, were held illegal, invalid, void, or unenforceable, the remainder of this contract will be in full force and effect. Any legal action filed by either party in connection with this contract shall be filed in Pueblo County, Colorado. It is agreed that should any legal action result from breach of this contract, the party so breaking the agreement shall bear all legal costs, attorney's fees and expert fees incurred by the prevailing party.
13. No other claims other than the provisions mentioned above have been made. All other modifications of this contract shall be in writing and signed by all parties. Each party acknowledges that they have read and understand the terms and conditions of this agreement, consisting of the three (3) pages, and have voluntarily entered into and executed this sales contract. ENTERED INTO THIS _____ DAY OF _____ 2018.

Legion Rottweilers
317 E. Abriendo Avenue
Pueblo, CO 81004

Seller _____

Buyer
Name: _____

Address: _____

Phone: _____

Buyer _____