

Show/Working 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, 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, show fees, etc..
2. Seller guarantees the dog to be of sound temperament and in good health at the time of purchase. 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. This includes keeping 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 24 months 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 2 year birthday.
4. If before 18 months old, this dog develops crippling hip dysplasia or any hereditary disease that causes a certified veterinarian to recommend euthanasia, Seller will replace this dog with a show quality puppy or refund the purchase price, the choice is Legion Rottweilers. THIS GUARANTEE IS VOID IF ACTION IS TAKEN BY THE BUYER WITHOUT FIRST APPRISING LEGION OF THE SITUATION OR IF ANY PART OF THIS CONTRACT IS BREACHED. ALSO VOID IF FED AN INNAPROPRIATE DIET.
5. The Buyer agrees to keep Seller advised of the dogs 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 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.
6. 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.

7. 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 if 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: _____

8. The Buyer understands that this dog was sold as a choice show prospect and to fulfill its potential, the dog must be campaigned towards AKC Championship. This show prospect is being sold at the same price as non-show prospect pet litter-mates and therefore there will be NO refunds offered. If by 18 months old, the above rottweiler develops a disqualifying fault as defined in the ACK breed standard, the Buyer can return it to Seller, along with signed AKC papers, for either a \$X,XXX refund or a replacement show puppy at Seller's discretion.
9. Buyer agrees that this dog will NOT be bred until the following 3 conditions are met:
 1. The dog must attain an AKC Championship (CH) and be free of disqualifying faults per AKC Rottweiler Standard AND
 2. The dog must have a CHIC # with ALL clearances done over 2 years of age. Hips and Elbows certified by OFA – hips must pass, elbows Normal or grade 1DJD. Heart cleared by a cardiologist, eyes must pass and then be re-done if the dog is over 5 years of age at the time of the breeding. AND
 3. The dog must attain a basic obedience title such as a BH or AKC CD, TD, NA, RE, HS, ARC Carting CS and a copy is received by the Seller PRIOR to breeding. (RN, RI, CGC, CGCA and CGCU do not apply).

Initials: _____

10. It is further understood that the Buyer(s) shall only breed to Rottweilers who meet a minimum of the first two stipulations in paragraph 9, and the then current American Rottweiler Club (ARC) breeder guidelines. If breeding occurs accidentally or intentionally outside these parameters, it is in direct violation of this agreement.
 1. If the dog is a **male**, Seller retains the right, with no payment of stud fee, to conduct two breedings using the Dog as Sire, (natural or artificial) to any females(s) owned, co-owned or leased by Seller, at Seller's sole expense. If the Seller decides to have semen collected and stored for future use, Seller will be sole owner of said collection, unless otherwise agreed upon in writing. Buyer agrees to make the Dog, or his semen available for such purposes.
 2. If the dog is a **female**, Seller also may select, one time, a choice pick Dog (male or female) from the Dog's offspring free of charge. The dog so chosen will become the sole property of the Seller and Buyer(s) agree to execute any paperwork necessary to transfer title to such dog to the Seller and to facilitate registration of such dog using the "Legion's" prefix. Seller reserves the right to breeding recommendations for the stud or bitch and may offer one of their own dogs/bitches for this purpose. Buyer agrees that the tails on this bitches' first litter will be docked within 4 days of whelping.

11. 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.
12. 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.00 to be paid at or before pickup via certified funds. All travel and transportation expenses related to pickup/delivery of the dog are addition and at the cost of the Buyer
13. 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.
14. 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.
15. 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 _____