

Working Prospect Contract

Date: _____

For the sum of \$1,500.00 (hereafter referred to as "purchase price") Frontier Kennel/Frontier Rottweilers owned by Diane Richardson, P.O. Box 160, Georges Mills, NH 03751, (603) 558-9042, frontierrots@msn.com (hereafter referred to as "seller") agrees to sell the following described, M/F, microchipped, Rottweiler:

AKC # _____, Registered Name _____

Microchip type & number _____ (hereafter referred to as "dog") to: _____

_____ of _____

_____ tel # _____ email _____

_____ (hereafter referred to as "buyer") with the following mutually agreed upon conditions. (each page must be signed and dated at the bottom by the buyer)

1) The dog sold herein is represented by the seller as being a WORKING PROSPECT and is guaranteed against certain heritable conditions. **THIS DOG MAY NOT BE BRED OR USED FOR BREEDING WITHOUT A SELLER SIGNED BREEDING ADDENDUM**, (obtained after the dog is 2 years old) as outlined in paragraph # 5.

This dog is sold with AKC full registration application and an accurate pedigree.

The dog will either be "officially" named by the seller in accordance with the litter's theme or letter, OR the buyer will be allowed to choose an "official registration" name from a list supplied by the buyer. This "official registration" name in NO WAY affects what name the buyer chooses to call the dog on a daily basis. The buyer agrees to never change the dog's registered name.

This dog's microchip is to remain registered in the seller's name for the life of the dog, with the Buyer listed as a secondary contact. The buyer MAY NOT register the chip in another registry with them self as primary.

2) All dogs are well socialized and are exposed to as many different types of stimuli as possible. However, because of individual preference and the drastic influence new owners and environments can have on a dog, no guarantee of personality or of adult temperament can be given. Buyers are **REQUIRED** to extensively socialize the dog to as many places, people and things as is possible within the realm of common sense and safety, to enable the dog to mature into a well-adjusted adult and a good example for the breed.

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3) The seller guarantees that the dog is in good health at the time of the sale.

The dog may be, for any reason, returned to the seller WITHIN 48 hours of the time of pickup, provided there is no cost to the seller, and the dog has not been injured or exposed to any disease. The seller will refund the full amount of the purchase price and health certification incentive prepay after a veterinarian has examined the dog and found it to satisfy the above conditions.

Returns AFTER 48 hours but BEFORE 21 days, provided there is no cost to the seller, the buyer will be refunded purchase price and health certification health incentive prepay MINUS the cost of veterinary examination and testing to ascertain no exposure to disease, parasites or injury.

4) HEALTH CERTIFICATIONS: I, the buyer, AGREE to prepay a mandatory **\$500.00** Health Certification incentive. This is a SEPARATE additional fee and is **NOT** a piece or portion of the purchase price. The health certification incentive is refunded, as detailed below, **when** the dog's specified health certifications are completed **and** the seller receives a copy of the official reports. **HOWEVER, any specified health certifications not completed by the time the dog reaches 36 months of age will FORFEIT the remaining incentive monies to the seller! After 36 months of age NO refund will be given.**

4A. The dog's heart **must** be examined and echocardiogram performed by a *board certified veterinary cardiologist* between 14 and 26 months of age, and the cardiac test must then be submitted to the OFA (Orthopedic Foundation For Animals). A copy of the cardiologist's report (OFA form and report if separate) **must** be sent to the seller within 1 week. Upon receipt of this paperwork, the seller shall issue an incentive refund check in the amount of \$200.00.

4B. The dog's hips and elbows **must** be x-rayed between 24 and 26 months of age, the x-rays must then be submitted to the OFA (Orthopedic Foundation For Animals). (The seller will mail or email completed OFA form to the buyer near the dog's 2nd birthday) A copy of the OFA's findings or certifications must be sent to the seller within 1 week of receipt. Upon receipt of this paperwork, the seller shall issue an incentive refund check in the amount of \$200.00.

4C. the dog's eyes **must** be evaluated by an *ACVO veterinarian* (certified veterinary ophthalmologist) after 12 months of age, the seller shall issue a \$50.00 incentive refund check upon receipt of a copy of the OFA form or certificate.

4D. the dog DNA **must** be tested for JLPP, LEMP and NAD via U.C. Davis before 24 months of age, the seller shall issue a \$50.00 incentive refund check upon receipt of a copy of the results. Or certificate.

ALL test results- passing or failing- must be disclosed to the public on the OFA website.

4E. Not required, but strongly suggested.

- *Long coat and furnishings DNA test through U.C. Davis.
- *OFA dentition count
- *Thyroid panel through Michigan State University
- * OFA dentition count certificate

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5) BREEDING CRITERIA- The term "Working Prospect" does not mean that this dog is sold as a breeding animal. The seller will evaluate (or have evaluated) this dog after the age of 2 years to determine breedability status and will stipulate, in writing (breeding addendum), whether this dog may OR may not be used for breeding purposes.

ADDITIONALLY, the following conditions must be met prior to this dog ever being bred. **All potential breeding partners for this dog** must meet these same conditions **unless** otherwise agreed to, in writing, by seller. Failure of this dog, or its breeding partner to meet these criteria prior to being bred will result in the dog, any frozen semen and any resulting puppies being signed over to and released to seller for possession and legal ownership. **UNLESS special signed exemption is made by the seller PRIOR to the breeding taking place.**

5-A. MUST be over 24 months of age

5-B. MUST be permanently identified by tattoo or working microchip

5-C. MUST not be affected with the heritable conditions in paragraph # 6

5-D. MUST have full AKC or CKC registration

5-E. MUST have **A MINIMUM OF ONE** of the following titles:

AKC (or CDSP/UKC/ CKC/ WCRL equivalent) CD, PCD, GN, GO, VER, RE, TD, OA, OAP, CI, HS, BH, Ztp/BST, NCO-3, NCO-T3

OR AT LEAST TWO of the following:

AKC, CKC or UKC CHAMPIONSHIP, AKC (or CDSP/UKC/ CKC, WCRL equivalent) BN, RA, NA, NAP, CS, HT, PT, AD, NCO-2, NCO-T2, PKD-N

In addition, buyer **MUST** complete the health clearances as outlined in paragraph # 4 and dog **MUST** pass the OFA Hips, & Cardiac, and no worse than a grade 1 DJD elbows , or “breeder’s option” eyes. The decision to breed this dog should he/she receive an OFA rating of Grade I DJD for elbows, or pass the CERF with a breeder’s option designation shall be left to the buyer, however both passing and failing OFA and CERF results **must** be disclosed on the OFA open database **prior** to any breeding taking place. Furthermore, if it is found that the majority of the litter that this dog is from fails a health screening, seller retains the right to require that buyer does not use this dog for breeding purposes, even if it had earlier been deemed breedable. In this case, seller will match the guarantee under paragraph #6 of this contract as if this dog itself had failed.

If this dog is female, buyer agrees to never breed her more than two out of three consecutive seasons and no more than 3 litters delivered in her entire lifetime. The seller retains the right to purchase a puppy from ONE of this bitch’s litters for a cost of no more than \$1500.00. This portion of the contract shall **only** be enforced should the dog be deemed breedable by the seller.

If this dog is a male, seller retains the right to use him at stud for a total of one live litter or to collect and freeze semen once. . In either case, this will be done at no expense to the buyer. This portion of the contract shall **only** be enforced should the dog be deemed breedable by the seller.

Buyer agrees that this dog shall not be used in any breeding to supply either directly or indirectly a pet shop, an auction, or a kennel or individual who breeds “high volume” (defined as 5 or more litters a year), wholesaling, or reselling of purebred dogs

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6) HERITABLE CONDITIONS GUARANTEE –If a Working Prospect, is found to have any of the conditions listed below, **seller** will refund 25% of the purchase price, upon presentation of said fault by a licensed veterinarian, in writing. . Any of the following conditions must be found on or before the age of 26 months except as noted below: (prior to actual refund the seller must receive proof of spay/neuter of the dog)

HIP DYSPLASIA (Borderline, Mild, Moderate, Severe as rated by the OFA)

ELBOW DYSPLASIA (Defined as: DJD Grade II or higher, OCD of elbow, FCP, and/or UAP as diagnosed by the OFA. DJD 1 is NOT considered a fail for this contract purpose)

SUB-AORTIC STENOSIS (As diagnosed via Doppler Echocardiogram by Board Certified Cardiologist and a fail requires a second Doppler to be performed by a different cardiologist to confirm)

FAIL AN OFA EYE EXAM (a fail requires a second eye exam by a different ACVO to confirm - the 26 month limit does not apply, “Breeder’s Option” is not a fail)

AUTOIMMUNE THYROIDITIS/HYPOTHYROIDISM (test must be conducted by Michigan State and a fail must be confirmed by a second draw with the dog fasting and not in heat if a bitch)

FAULTY BITE (at 18 months or older : overshot by more than 1/8”, undershot, wry/crossbite, any missing adult tooth not missing due to accident or trauma- level bite is not a refundable fault for the purpose of this contract)

CRYPORCHID or MONORCHID

7) Death due to heart defect- Upon receipt of a veterinary cardiologist report which determines that the dog did indeed have a congenital heart defect that **directly** caused the dog's death; the seller will refund the dog's purchase price. This clause will be void after the dog's 7th birthday.

8) The buyer agrees to maintain the dog in good health and appropriate weight with::

* a high quality diet (**a vegan, vegetarian or mostly vegetarian diet is NOT considered suitable.**)

If fed a commercial food it must have named meat or meat meal as a first ingredient and contain no soy, corn, legumes (peas, lentils, chickpeas etc), chemical preservatives or artificial colors,

*clean water,

*annual veterinary exam, veterinary treatment of illness and injuries, heartworm preventative, annual fecal checks, and tri-annual inoculations and/or titers. AFTER the seller recommended first year schedule is completed..

*A 100% raw diet may not be fed exclusively to a pup less than 1 year of age without the seller’s written consent. Feeding a raw or homemade diet in whole or in part also requires the sellers written consent to assure that a balanced plan is being utilized.

*The dog must be kept as a house (indoor) pet and companion.

*Love , training, socialization and affection are additionally considered essential for proper mental health.

9) PRIMARILY positive reinforcement methods of training are the preferred methods of training the dog. Attendance of training classes is **STRONGLY** recommended. However, even in the absence of a formal class, training in manners and obedience is **REQUIRED**.

10) Because this dog is sold as a Working prospect, every effort must be made by the buyer to earn the minimum working titles listed for breeding in paragraph # 5, **unless** other arrangements are made between Buyer and seller within this contract. In the event that the Buyer encounters difficulty in showing, trialing or training this dog, prompt notice will be given to the seller, who will make every effort to assist and help the dog to reach its full potential.

11) **TITLE REBATES:** The seller will issue a check to the buyer for obtaining titles (and furnishing the seller with a copy of the title certificate) in **Obedience, rally, tracking, herding, and agility-AKC/UKC/CKC /NCO/CDSP/WCRL venues only**. The rebates are as follows:

\$10.00 for AKC Canine Good Citizen,

\$20.00 for a USTTA or ATTS temperament test,

\$50.00 for first other eligible title,

\$25.00 for each subsequent eligible title,

\$50.00 for RAE, RM, VST, UDX, PUDX, NCO-5, NCO-T6, ARCH, ARCHX, ARCHEX

\$100.00 for RACH, PACH, POC, OM, MACH, OTCH, CT, .ARCXMX

Rebates will be issued for titles up to but not exceeding, the dog's purchase price

12) The buyer agrees to not train or work the dog in IPO/IGP/schutzhund, police or protection work until the dog is proficient in obedience as proven by the earning of an AKC or UKC CD title or the BH title. The buyer agrees to never train the dog in personal protection work or dog fighting.

13) The seller must be kept apprised of the dog's whereabouts at all times and the buyer will notify the seller promptly, in writing, of any changes in address, residence, email address or telephone number.

14) The buyer swears that they are not acting as an agent for anyone else in the purchase of this dog, that the dog will not be used for experimentation or medical research and that the dog WILL NOT be kenneled/caged/crated more than 10 hours a day (excluding night time sleeping). The buyer also swears that they are not buying the dog for, or to be bred to dogs owned by, a "high volume breeder" (defined as producing 5 or more litters a year-all breeds owned combined) and does not own, operate or associate with such an operation.

15) The buyer swears that the dog will not be allowed to roam loose outdoors and will be under direct control at all times. The dog may not be off leash outdoors, unless confined in a fenced yard, until it is 100% reliably trained to voice commands and even then the dog will not be off leash in risky, hazardous or crowded areas.

The dog **MAY NOT, AT ANY TIME**, or for ANY amount of time, be tied out on an overhead or similar cable runner system. The dog WILL NOT be chained or tied up in any other way except for BRIEF periods of not more than 30 minutes.

The dog **MAY NOT, AT ANY TIME** be left in an outdoor yard, kennel, enclosure etc when at least one responsible household member is not at home (dog left at boarding or veterinary kennels are not included)

IF required to by their town or state, the buyer will license the dog.

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16) The buyer understands that the seller or agents may, without notice, examine, visit or otherwise checkup on the dog in any way, at any time. If the buyer is found to be in violation of this contract, the dog will be removed, without notice, to the seller's or agent's kennel.

17) The buyer alone is responsible for any damages and/or injuries the dog may cause.

18) Suspension or Seizures- Suspension from the AKC, CKC or UKC
OR seizure of the buyer's animals by local , state or federal authorities

OR conviction of an animal related crime (abuse, fighting etc)

Will be instantly considered to be a violation of the intent of this contract and the dog, including all title certificates, health certificates, breeding records, frozen semen (transfer signed) and (signed over) registration certificates MUST be turned over the seller IMMEDIATELY.

19) Dog Possession/ Disposition

19A) The buyer agrees that if, for any reason they cannot or do not wish to keep the dog, that the dog is to be delivered to the seller's home. Providing that no part of this contract has been violated and the dog is in VERY good condition, the buyer will be sent the sale price of the dog (IF/when sold) minus board, advertising and other expenses.

Please note, that adult dogs over 2 years old are not typically re homed (due to liability issues) and will remain with Frontier Kennel/Diane Richardson for the rest of their life. **No monies** will be returned/given for dogs in this case.

19B) IF THE BUYER DIES OR IS INCAPACITATED, ownership of the dog **LEGALLY** reverts to the seller and the dog is to be delivered to the seller's home.

20) The buyer understands that this is a legally binding contract, and should not be entered into lightly. If any condition of this contract is not met or is violated, the buyer must pay the seller a breach of contract fee of \$5,000.00, sign the dog over/return dog to the seller, pay for court costs, travel expenses, filing fees and/or attorney fees incurred.

ANY contract disputes must be litigated in either Seller's **CURRENT** County of residence **OR** NH Supreme court **ONLY**.

Should any provision of this contract be found to be legally unenforceable, or void for any reason, the parties intend that the remaining provisions of this contract shall nevertheless continue in full force and be binding upon all of the parties.

21) Any other conditions must be signed below by both buyer and the seller.

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I have read, understand and agree to abide by the terms and intent of the TWENTY ONE items contained in the SEVEN pages of this contract and the ONE page of the Applicant Pledge.

I understand that this 7 page Contract AND the 1 page Applicant pledge (PLUS the breeding addendum if applicable) contains the entire agreement of the parties and shall be binding to the parties signing, as well as their heirs, successors and legal representatives.

Date: _____

seller _____

buyer _____

driver's license# buyer _____