

Vom Berg Rottweilers

Lifetime Hip & Health Guarantee / Contract

The following agreement is between Willis Investments LLC, d/b/a "Vom Berg Rottweilers," hereafter referred to as "Breeder/Seller" and _____, hereafter referred to as "Buyer" for the sale and purchase of one purebred dog of the Rottweiler breed. No verbal agreements will be entered into.

Buyer's Information

Name:			
Address:			
Home Ph#		Cell Ph#	
E-mail			
Best Time to Call:			

Individual Puppy Information

Registered Name of New Puppy will be:	_____ Vom Berg (Vom Berg is required on all puppies registered name.)		
Sex:	___ Male ___ Female	Whelped /Birthday:	9/11/2020
Sire/AKC #	Igor Leon of Neoplanta	AKC#	
Dam/AKC #	Indra Vom Willicher Wappen	AKC#	WS69574901

This puppy will become the property of the Buyer upon the fulfillment of the following conditions:

A. PURCHASE PRICE & PAYMENTS

Purchase price of \$_____ paid by the Buyer to the Breeder/Seller. A non-refundable* deposit of \$300 has been made. Final Payment is due 7 days prior to Puppy SHIPPING arrangements are made OR can be paid in full CASH at pick up.

Payments can be accepted the following ways: Cash (at Pick Up), Money Order, Visa, Master Card, Discover (CC are accepted over the phone for 3% Fee) or Paypal plus 5.4%. Please note PERSONAL CHECK CAN BE ACCEPTED IF RECEIVED AT LEAST 14 DAYS PRIOR TO PUPPY LEAVING.

A-1. NON-REFUNDABLE DEPOSIT & PAYMENTS*

All deposits are considered NON-REFUNDABLE*. This includes any payments made for the dog. If there is a problem with the litter or a puppy of certain quality requested is not available then the deposit will be held and applied to a future litter. If no future litter is available within twelve (12) months from Vom Berg or any of Vom Berg Rottweilers Breeder Friends carrying the same quality, then the buyer may receive such a deposit back in full. Quality is determined by Breeder. Buyer may transfer any deposit to a future litter listed on Vom Berg Rottweilers website on or before their puppy (with the current deposit) is six (6) weeks of age.

Special considerations may be made for Show Homes. All cash & credit card transactions/payments are considered FINAL and NON REFUNDABLE.

B. TRANSPORTATION

Any and all transportation costs will be paid by the Buyer. Transportation costs: shipping container, airport delivery charge, and any expenses involved in the shipping of the dog must be prepaid before the dog is shipped. Buyer agrees to assume risk of loss for any damage to the dog during transportation, and further, agrees to hold Breeder/Seller harmless for any damage to the dog that may occur during transportation. CURRENT SHIPPING CHARGES WILL APPLY.

C. USE OF DOG

Intl. _____ Buyer agrees that this dog is being acquired for the purpose of being a working dog. Working can be classified as , but not limited to, breeding (once specific testing is completed), this includes a family companion/protection dog; a working dog to be used for tasks appropriate to its breed such as herding, carting, search and rescue work or a therapy dog; and/or for exhibition in AKC conformation, Sch Titling, obedience and/or agility competition.

Buyer agrees that the dog is not purchased for resale nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation. Specifically it will not be used as an attack dog that is not specifically trained for its job, or to hunt or fight other animals.

Buyer agrees that he/she will not sell, transfer ownership or possession of the dog or any of his/her progeny to any person or organization whose intent it is to resell (pet store), trade, or give away the dog, or use it in any experiments, laboratory or otherwise or to use it as breeding stock for a dog mill.

Buyer further agrees NOT to tie the dog outside on a chain or leave it unattended in a dangerous situation.

Buyer agrees to have proper fencing for the dog OR be present when the dog is outside. Never leave the dog unattended without proper housing. Failure to comply with this will result in immediate VOID of this contract. Should Vom Berg receive proof of such acts, buyer agrees that the said dog shall be returned to Vom Berg immediately with no money in return.

D. VACCINES & VET CHECK

Intl. _____ All precautions have been made to ensure that this dog is in excellent health at the time of purchase including vaccinations that are up to date for the age of the puppy and have been dewormed on a regular basis. The dog has been vaccinated with a 5WAY shot. Sticker will be made available for your vet.

Vom Berg Rottweilers is not against Organic All Natural Methods and for this reason we will not have any problems with anyone choosing not to continue to vaccinate AFTER your puppy vaccines are complete. Blood titer tests can be run to see if the dog has proper immunity to the diseases in question.

Intl. _____ Buyer agrees to take the dog to a Veterinarian of his/her choice within seventy-two (72) hours or (3 BUSINESS M-F DAYS) of delivery of the dog. A full health check including stool sample must be done. All transportation costs involved are the responsibility of the Buyer.

Intl. _____ Buyer **WILL NOT ALLOW** his/her veterinarian to vaccinate the puppy for **LEPTO OR CORONA** until puppy is at least **twelve (12) months** of age. Only 5-way vaccines should be used. By using 6-way or 7-way vaccines, buyer forfeit all health guarantees pertaining to the puppy's neurological health including death associated with the vaccine. If the buyer has a neurological problem with the puppy, he/she must show proof that this vaccine was NOT administered to the puppy before the age of 12 months.

The Breeder/Seller warrants the dog to be in excellent health and free from parasites at the time of purchase/pickup, but has not made and does not now make any further warranties as to the dog's condition after pickup. It is the Buyer's responsibility to prevent illness and injury by providing necessary booster vaccinations, veterinary care, proper nutrition, fresh water, shelter, training and supervision. Breeder/Seller has made every effort to breed healthy dogs and has raised this dog to the best of her ability. Buyer agrees to hold Breeder/Seller harmless for any testicle trauma that may occur to the dog, after the dog is no longer in Breeder/Seller's possession. The Breeder/Seller makes no guarantee for loss of life for PARVO after the puppy has been picked up and in the care of the Buyer for 5 (five) days. There is no guarantee given for Coccidia, Giardia, or Kennel Cough which is commonly found in puppies that have just gone under the stress of relocating unless puppy tests positive for this within the first 72 (seventy-two) business hours. In this case, the seller agrees to pay no more than \$30 (thirty dollars) directly to the buyer's vet for purchase of antibiotics.

E. REGISTRATION & MICROCHIPPING

Breeder/Seller certifies that the dog has been registered under the Regulations of the American Kennel Club as a purebred Rottweiler and will provide the proper forms for transfer of ownership of this registration. In some cases registration can take time to finalize, seller has up to 8 months to get registration to the buyer and guarantees the buyer will get registration papers.

Intl. _____ Buyer agrees that the Breeder/Seller's kennel name suffix **Vom Berg** is the end of the dog's registered name on the Registration certificate.

If buyer does not follow this registration procedure this contract in its entirety will be considered NULL & VOID. Buyer agrees to register transfer of ownership of the dog with AKC within sixty (60) days of receiving the AKC registration papers and that this transfer will be recorded in the name of the party listed on this contract.

The Buyer also agrees that this dog will not be registered with any other registration service other than the American Kennel Club or the Canadian Kennel Club.

Dog must be microchipped within sixty (60) days of receipt of the canine. Buyer shall furnish Breeder/Seller with brand of chipset, location of chipset on canine, and all serial and or reference numbers associated with identification of said dog. Buyer agrees to provide microchip information to Breeder/Seller within sixty (60) days of receiving the dog. The microchip information is used for identification in the future should there be a problem with the dog. Failure to furnish the microchip information within 60 Days of the date that you received the dog will deem this contract NULL & VOID.

ALL PUPPIES FROM VOM BERG ROTTWEILERS SHOULD BE REGISTERED & MICROCHIPPED!!! THIS IS PART OF YOUR CONTRACT & IS REQUIRED!!!

F. LIFETIME* HIP & HEALTH GUARANTEE

For the purpose of this contract "Lifetime" is defined as a period of 10 (ten) years from the puppy's date of birth.

Intl. _____ **HIPS-** Hips are guaranteed on this puppy not to be Moderately or Severely dysplastic per the Orthopedic Foundation for Animals (OFA) for NON BREEDING or SHOWING puppies and not to be less than a rating of FAIR for Full Registration (show & breeding Stock) up to the age of 24 months. To make a claim on hips this puppy must be x-rayed at the age of twelve (12) months (Within 30 days of 12 month birthday) and then again at 24 (twenty four) months, this includes up to 30 days from the pups actual 24 month birthday to allow time for x rays. If there is any sign of dysplasia at 12 months the X-rays must be reshot by a different vet within six (6) to eight(8) months later and re-evaluated and submitted to OFA OR Spring Harbor Animal Hospital in Wisconsin which can be done via email. If after the second set of X-rays show a dog that is dysplastic per the agreement above, then the puppy may be replaced before the age of 24 months. If at 24 months there is a sign of dysplasia, buyer will have an additional 3 months to have the hips reshot by a different vet and resubmit to OFA. If for any reason the dog pre-limbs good or excellent at 12 months, and then fails OFA with a less than Mild at 24 months then it is considered an environmental issue and the hips will not be covered by the breeder. Having the hips pre-limbed at 12 months can also help the buyer and breeder detect any issues early on in the puppy that may be deemed genetic versus situational. Seller reserves the right to request additional x rays if they feel the x rays were not set up correctly at buyers expense.

Because hip dysplasia can be caused by numerous factors that are not all genetic, it is the buyers responsibility to keep the puppy on a balanced diet consisting of a NATURAL or HIGH GRADE (3-5 stars per dogfoodadvisor.com) Food. No corn or by-product should appear in the first 2 ingredients on the food. Puppy should NOT be jumping off couches, stairs, or out of cars or SUVs. The dog should be maintained at a healthy weight and not over exercised or under exercised. Please follow the feeding instructions given by the breeder. If there are any questions it is the buyers responsibility to ask the breeder. Buyer understands that by not following the proper procedures listed above for Hip Dysplasia the contract will be considered null and void and will release the breeder from all responsibilities of a replacement puppy.

Intl. _____ **HEALTH-** This puppy is guaranteed for a lifetime defined here as up to 10 years from the date of puppy's birthday, not to die, in this time frame, of anything deemed congenital* as long as the puppy is supplemented daily by NuVet vitamins on a daily basis. (see section G in this contract) This includes, but is not limited to all Heart murmurs & other things such as blood disorders, liver or kidney failure etc. This does NOT include cancer. If at any

time the puppy dies from something a vet deemed congenital, **buyer agrees to have a necropsy done to determine the actual cause of death at the buyer's own expense.** Seller also agrees to replace puppy per the replacement terms defined in section H of this contract, if in its lifetime puppy were to have to be put down (by a vet) due to a congenital defect that makes it impossible for the puppy to live a happy healthy normal life.

***Guarantee Exclusions:**

Intl. _____ The seller **does not guarantee** nor make any guarantees for Entropion. Ectropion, Cherry Eye, Umbilical Cord Hernias, heart murmurs less than a level 3 (certified by a licensed vet that specializes in cardiology) or anything else that can either be fixed or does not impact the longevity of the dog's life. **Heart Murmurs ARE covered under guarantee for show/breeding stock.**

Cancer: Seller guarantees this puppy will not die from any form of cancer within their first 4 (four) years. Unfortunately cancer is a big problem in all dogs. We have yet to find an exact science or "rhyme or reason" as to what causes the specific cancers in this breed. For this reason we cannot confirm that any cancer is specifically hereditary or congenital.

The seller MUST be notified in writing through email or regular mail before such dog is put to sleep or all guarantees are null and void. NO EXCEPTIONS!!! Seller has the right to request a second opinion at the buyer's expense. Seller requires a veterinarian's report with the current condition of the dog at that time. This report must include dogs weight, and overall appearance, and must also include that there are no findings of abuse or neglect.

The seller is NOT responsible for vet bills that were to be incurred for any reason whatsoever. The seller is NOT responsible for replacement or loss of life due to an accident or injury that the dog incurs in its lifetime, this includes problems that may occur years after an accident or injury as well as any accident or injury that can mimic the same signs as anything congenital. VET RECORDS FOR THE ENTIRE LIFESPAN OF THE DOG MUST BE SENT TO SELLER IN THIS CASE!

G. NUVET SUPPLEMENTS

Intl. _____ NuVet is a chewable wafer that your puppy enjoys daily as a treat and **is vital to the development of his immune system**, especially during his first years, but nutritionally beneficial for life. In addition to building his/her immunity it also helps him/her develop a healthy coat, fight off allergies, and prevent many of the health issues that are not covered by vaccines, thereby extending your dog's longevity. **THIS IS A HUGE HELP IN PREVENTING THE VERY THINGS THAT CAN COST YOU THOUSANDS IN VET BILLS!!!!**

NuVet is required for your pup's lifetime guarantee. If you choose NOT to keep your puppy on NuVet for its lifetime, you will fall under all these terms of the contract and receive the hip & health guarantee for a period of 2 (two) years instead of a lifetime guarantee.

Be sure to order this supplement prior to picking up your pup.

It is not available in stores and only available to the general public with the recommendation of an authorized pet professional. Ordering information is on the attached flyer as well as on our website at the bottom of the page. www.VomBergrottweilers.com

To access NuVet directly and receive credit for your lifetime guarantee you **MUST** order with our breeder # 64474 *NuVet Labs, Inc. will advise us when ordered. Easiest way to maintain this product is to sign up for auto-shipping. This will ensure you will not fall behind or forget your pups vitamin. **ALL OUR DOGS LOVE THIS STUFF!!! It's a WIN, WIN really.**

CALL NOW TO ORDER! 1-800-474-7044 *Order Code: 64474 or Order Online at www.nuvet.com/64474

H. RIGHT OF RECOVERY/REPLACEMENT

If, for whatever reason, the Buyer cannot or does not wish to maintain ownership of the dog (at any time during its lifetime), Buyer must notify Breeder/Seller immediately. The dog is not to be sold or placed anywhere without written consent of Breeder/Seller. Breeder/Seller will assist in any placements of the dog if needed. Breeder/Seller will always accept the return of the dog back at no cost to the Breeder/Seller. Breeder maintains the **FIRST RIGHT OF REFUSAL** to buy the dog back at original purchase price if being sold for any reason. If the dog has been Championed, an agreed upon amount can be discussed. Seller maintains the right to repossess if there is proof of any animal neglect and at **NO CHARGE** to the SELLER. Buyer will sign over AKC papers immediately. **IF the buyer does not give notice to Vom Berg Rottweilers that the dog has been sold without permission, the buyer has the right to recoup all court costs and a penalty equaling the full amount of the original purchase price of the dog.**

REPLACEMENT

Intl. _____ IF FOR ANY REASON THERE IS TO BE A PUPPY REPLACEMENT COVERED UNDER THE TERMS OF THIS CONTRACT buyer must show proof that dog is spayed or neutered, unless there was a loss of life, by a written letter from a licensed veterinary with a phone number and the current microchip # written on the document that was implanted in the dog when he/she was a pup. This will be required before any replacement is given and then the buyer may obtain a replacement dog, when available, **from Breeder/Seller at 75% off of the original selling price in the first 5 (five) years and 50% off of the original selling price thereafter.** The replacement must be of same sex and same value unless both seller and buyer agree to change. Buyer is responsible for current transportation costs from Breeder/Seller on the replacement dog. Breeder does NOT require the puppy be returned for a replacement. **At no time for any reason will any money ever be refunded after original 72 (seventy-two) business hours of possession of the puppy.** A puppy replacement may be given for up to three (3) years after the claim is made.

I. REQUIREMENT/GUARANTEE FOR PET QUALITY PUPPIES: SPAYING AND NEUTERING & TEMPERAMENT

Intl. _____ Buyer agrees that any dog that is purchased as a family companion, and dogs that do not show breeding quality, shall be spayed or neutered no later than twenty four (24) months of age. Special considerations may be given by breeder for starter show homes, or a breeding home waiting for hip & health clearances. Buyer agrees to never breed a dog/bitch that is on a limited registration.

Puppy will be entered into an obedience class age appropriate for the breed. Buyer understands that they are buying a puppy out of a WORKING breed and this puppy will need to be socialized properly early on to ensure it has skills to be what you expect it to be. It is strongly suggested that the buyer seeks advice from the Breeder/Seller immediately if there is any question to the temperament to the puppy.

120 Day Temperament Guarantee-- If in the first 120 One Hundred Twenty days of receiving your puppy, a professional obedience trainer deems this puppy NOT SOUND temperamentally the seller may return the puppy to the breeder at no cost to the breeder/seller. Breeder/Seller will offer a replacement puppy when one is available of equal quality. All AKC paperwork must be transferred back to breeder. All transportation costs are at buyers expense. This replacement is separate from the Hip & Health Replacement above.

J. REQUIREMENT/GUARANTEE FOR SHOW/BREEDING PROSPECT PUPPIES

Intl. _____ Breeder/Seller will use their best judgment and the advice of other fanciers in evaluating the puppies as to show or pet prospects. There is no guarantee that a dog evaluated as "Show Prospect" will be successful in the show ring as an adult or as a breeding animal and no warranties are made to that effect. This puppy is guaranteed not to have a DISQUALIFYING fault per the AKC standards with the exception of bite. If the bite goes off the seller agrees to replace the puppy only for "proven" show homes. "Proven" meaning the buyer has shown at least 5 different times in the last 24 twenty four months or has finished at least 2 championed dogs in the AKC ring. There will be no bite guarantee for just breeding homes.

Buyer agrees not to play games such as TUG OF WAR, or give the puppy HARD BONES or CHEWS on a consistent basis that can cause the puppy's bite to go off.

There is NO GUARANTEE as to the reproduction ability of the said dog.

Buyer agrees that if said dog is shown, and becomes a Champion, a picture along with a copy of Championship certificate will be sent to the Breeder/Seller. Breeder/Seller may publish this information stating that Vom Berg Rottweilers, Ryan Willis is the Breeder/Seller of the dog along with the Buyer stated as being the owner. Breeders shall maintain the right to post any and all information about the show dog on their website for promotional reasons.

Buyer agrees that this dog will not be used for breeding purposes until it has met the following criteria:

- 1) Proof of registration with the AKC or other certified dog registry (e.g., ADRK, UKC, CKC);
- 2) Proof of passing OFA or other recognizable certification for hips (i.e. OVC, PENNHIP, ADRK) has been acquired;
- 3) Dog or Bitch is at least 2 years/ 24 months old.
- 4)

If the buyer breeds the dog or bitch before the age of two (2) years, this contract in its entirety is considered NULL & VOID.

If the dog is a STUD the breeder reserves all breeding rights for a bitch Vom Berg owns at no stud fee to the breeder. Buyer agrees to sign all litter registration that is associated with any breedings of the stud to a Vom Berg bitch. Any and all transportation or collection fees associated with this breeding will be at the cost of Vom Berg. Vom Berg maintains this right to be able to have this breed back to maintain the lines of their breeding stock.

K. LIMITATIONS OF CONTRACT

This contract applies to the original dog owner only and is non-transferable to any third party. Anything else not stated or covered in this contract may only be made with the Breeder/Seller's written consent. If the buyer does not submit all proper proof stated above the contract shall be considered null and void for replacement.

Buyer agrees to release and hold harmless Breeder/Seller for any and all liability, damages, or injuries caused directly or indirectly by the dog to any person or property. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical or mental, emotional or economic, caused by the dog to any person or property, after Breeder/Seller relinquishes possession of said dog.

L. TERMS OF THE CONTRACT

Buyer agrees that he/she has read and understands the terms and conditions of this contract fully. This contract is entered into within the State of North Carolina. Breeder/Seller and Buyer irrevocably agree that the place of venue for any dispute shall be in Morganton, NC and that the terms of this agreement shall be construed in accordance with North Carolina law.

In the event a dispute arises out of or relating to this Agreement, the parties agree to participate in at least four hours of mediation. The parties shall mediate in good faith and agree to share equally in the costs of the mediation. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. Nothing herein will be construed to prevent any party's use of the Courts for equitable relief. Any such action or remedy shall act as a waiver of the moving party's right to compel arbitration of any dispute.

This contract is designed to protect the Rottweiler and its future offspring, the Breeder/Seller and the Buyer of said Rottweiler. By signing, all parties agree to all clauses of this contract.

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This contract is 6 full pages, Labeled A through L.

Breeder/Seller: _____ **Date:** _____

Ryan & Jessica Willis **Mailing Address: 2514 Isaac's Ridge, Morganton NC 28655.**
Phone: 828-448-2688 **Email: info@vombergrottweilers.com**

Buyer: _____ **Date:** _____

Printed Name: _____ **Date:** _____

Co-Buyer: _____ **Date:** _____

Printed Name: _____ **Date:** _____