

Companion 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 companion, 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 **COMPANION DOG** and is not guaranteed to be free from any breeding/show faults, nor guaranteed to be of breeding quality. **THIS DOG MAY NOT BE BRED OR USED FOR BREEDING.**

This dog is sold with AKC limited registration application. Dog's that are registered with limited registration can not produce AKC registered offspring and cannot be shown in conformation classes at AKC shows (but may be shown in tracking, agility, obedience, rally, herding, schutzhund, etc..). The breeder alone is capable of changing the dog's registration to full registration at their discretion. The buyer may NOT register the dog in another registry with the intent to circumvent this non breeding contract.

The dog will either be "officially" named by the seller in accordance with the litter's "theme" OR the buyer will be allowed to choose an "official" name from a list supplied by the buyer. This "official" 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) The dog must be spayed/neutered no later than 36 months of age (_____) **BUT not** before 6 months of age. (after 12 months is preferred) The buyer binds themselves to take proper precautions that the dog is not bred or used for breeding. Should a bitch become inadvertently bred, the buyer **MUST** have said pregnancy terminated by having the bitch spayed. Proof of spay/neuter must be received by the seller no later than _____

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3) 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.**

3A. 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.

3B. 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.

3C. IF the buyer has the dog's eyes evaluated by an *ACVO veterinarian* (certified veterinary ophthalmologist) after 12 months of age, the seller shall issue an additional \$50.00 incentive refund check upon receipt of a copy of the OFA form. Or certificate.

3D. IF If the buyer has the dog DNA tested for JLPP , LEMP and NAD via U.C.Davis , the seller shall issue an additional \$50.00 incentive refund check (\$50 refund for all three combined not each) upon receipt of a copy of the results. Or certificates

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

4) 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 or phone number.

5) 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.

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6) 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 in adequate quantities for health and hydration,

*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.

7) If the dog BEFORE 30 MONTHS OF AGE, develops crippling or incapacitating hip/elbow dysplasia to the extent that a licensed veterinarian recommends euthanasia or surgery; the seller shall A) upon receipt of proof of euthanasia and the dog's AKC registration; will refund the dog's purchase price. B) upon receipt of a signed statement from a licensed veterinarian describing the hip/elbow surgery, the date performed, and prognosis; the seller shall refund 1/4 of the original purchase price to the buyer. These refunds cannot exceed the purchase price. AFTER 30 MONTHS OF AGE THIS CLAUSE IS CONSIDERED VOID

8) Any dog with a heart murmur at the time of sale, as noted on it's contract, OR whom is diagnosed with SAS (sub aortic stenosis) at it's health certification exam; is guaranteed to not die or need to be euthanised (per the recommendation of a board certified veterinary cardiologist) as a direct result of this cardiac defect prior to at least 48 months of age. Definitive diagnosis of heart related cause of death during this time period MUST be made by a board certified veterinary cardiologist and a copy of these findings must be sent to the seller. Upon receipt of a report which determines that the dog did indeed have a congenital heart defect directly causing the dog's death; the seller will refund the dog's purchase price

9) 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.

10) PRIMARILY positive reinforcement methods of training is the preferred method 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.**

Buyer's signature Page 3 of 5 _____

11) 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 , CDSP or UKC CD title or the BH title. The buyer agrees to never train the dog in personal protection work or dog fighting.

12) **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

13) 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.

14) 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.

15) The buyer understands that the seller or agents may, without notice, examine, visit or otherwise check 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.

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

17) Dog Possession/ Disposition

17A) 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.

17B) 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.

17C) 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, and (signed over) registration certificates **MUST** be turned over the seller **IMMEDIATELY.**

19) 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.

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

I have read, understand and agree to abide by the terms and intent of the TWENTY items contained in the FIVE pages of this contract and the ONE page of the Applicant Pledge. I understand that this 5 page Contract PLUS the 1 page Applicant pledge 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 _____

drivers license # buyer _____