



Kilauea Rottweilers, LLC

Dog Purchasing Contract

This agreement made on (date) _____ is between (Seller) Kilauea Rottweilers, LLC and
(Buyer) _____

Mailing Address: _____

Home #: _____ Cell: _____ Email: _____

It is agreed Buyer will purchase from Seller one (Male Female) Rottweiler puppy with the following terms and conditions:

(Sire): Unkas vom Hause Neubrand, AKC Reg No. WS04172502

(Dam): Alyssa vom Kilauea, AKC Reg No. WS29315101

Purchase price: \$ _____ (plus \$ _____ 4.166% GE tax for HI residents),

Deposit \$ _____ (10% deposit required), \$500.00 due at birth, balance due at six weeks of age

- a) The dog/bitch has been carefully examined before sale by the seller and a licensed veterinarian and found free of communicable diseases and, in fairness to all parties concerned, this dog is sold as-is and is **non-refundable** except as otherwise described in this contract.
- b) Seller shall not be held responsible for any veterinarian bills once the dog has left our facility. Seller shall not be held responsible for any damages to Buyer's property or the property of any other person or for any injuries resulting from the dog biting anyone at any time. Upon receipt, Buyer accepts responsibility for the dog/bitch including its care, training, socialization, and damages or injuries caused by said dog/bitch.
- c) Deposits are accepted on unborn and very young puppies. Seller will hold puppy until eight weeks of age. Payment of \$500 is due at birth; payment in full is due when the puppy turns 6 weeks old. If for any reason Seller is unable to provide the contracted puppy due to insufficient number of whelped puppies or death or illness or any other reason, the Seller will return all monies received. If Buyer will not or cannot complete the sales transaction, the deposit will be forfeited; all other monies received toward the purchase price will be refunded. If a payment is not received within one week of due date, the Seller may declare the deposit forfeit and sell the puppy to another party.
- d) Buyer understands that the seller will choose which puppy from the litter buyer will receive. Other than specifying which sex will be chosen, buyer has no pick from the litter. The buyer should communicate how their family intends to use the dog, their lifestyle, environment, experience, and other relevant factors. Seller has lived with the litter since birth and learned each puppy's unique characteristics and is best able to match puppies with buyers.
- e) Buyer agrees to register the dog with AKC with a name beginning with the letter "C" and ending "vom Kilauea" (e.g.- Charlie vom Kilauea) to be chosen by buyer and approved by seller.
- f) Seller guarantees this dog/bitch will not have crippling hip dysplasia with the following conditions:
 - a. Buyer must have had dog/bitch's hip x-rays submitted to the *Orthopedic Foundation for Animals*, hereinafter called *OFA*, between 24 and 30 months of age.



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- b. If said dog/bitch is diagnosed with hip dysplasia by the OFA with a classification of "Mild" or worse, Seller will refund 50% of the purchase price upon receiving acceptable evidence the dog/bitch is diagnosed with hip dysplasia and that it has been spayed/neutered.
- c. The warranty described in this paragraph will not apply after the dog/bitch reaches the age of 30 months or if the dog/bitch has bred regardless whether the breeding was intentional or unintentional or the dog/bitch is being sold as "Pet Quality."
- g) A "Pet Quality" dog is a dog with disqualifying faults as described by AKC at the time of sale. A puppy defined as "Pet Quality" will be made on or before it turns 8 weeks old disclosed to all parties in the written contract; a dog will not be retroactively designated at "Pet Quality." If sold as "Pet Quality," Buyer agrees the dog/bitch will be registered on an AKC Limited registration and no guarantees are being given written or otherwise and dog/bitch will be spayed/neutered.
- h) If Buyer chooses to sell dog or bitch or otherwise place him or her elsewhere, Seller gets first chance to re-acquire dog/bitch according to terms agreed to by Buyer and Seller at that time.

LIMITATIONS of CONTRACT

This contract applies to the original dog sale only and is non-transferable to a second party.

MAINTENANCE

- a) Buyer agrees to maintain this dog in good health, provide routine preventative health care including, but not limited to, inoculations, internal and external parasites, including heartworm preventative.
- b) Buyer further agrees to provide proper food and exercise as indicated in order to maintain this dog in proper weight and physical condition.
- c) Buyer agrees that this dog/bitch is NOT to be LEFT IN A BACK YARD OR TIED OR KENNELED ONLY. This dog/bitch is sold with the understanding that it was to go to carefully selected parties and that the Buyer AVOWED the dog/bitch would become a member of the family. This is to assure proper development and maintenance of the temperament for which the animal was bred.

AND FINALLY

Once the dog has left our facility, Seller shall not be held responsible for the dog's care and condition in the days, months and years to come. This dog sale is final. In the event that any legal action or proceedings arises out of this agreement, Seller shall be entitled to reasonable attorney fees and costs.

Buyer agrees that he/she understands this contract fully and that this contract is under the jurisdiction of the State of Hawaii, in the County of Hawaii. It is agreed the place of venue shall be in Hawaii County.

Buyer: _____ Date: _____

Seller: _____ Date: _____

Kilauea Rottweilers, LLC
PMB 373
16-540 Keaau-Pahoa Rd, STE 2
Keaau, HI 96749
email: info@HawaiiRottweilers.com
http://www.HawaiiRottweilers.com

Office use only