

# *NIGHTHAWK ROTTWEILERS, INC.*

## **SALES CONTRACT PET QUALITY ROTTWEILER**

For the purpose of this contract, the term "Dog" will refer to the animal specified on Page 1 of this contract. Buyer(s) agrees to purchase said dog under the following warranties and conditions, NO OTHER WARRANTIES OR CONDITIONS ARE EITHER EXPRESSED OR IMPLIED other than those stated within this contract. Both parties, without any mental reservations whatsoever, are freely entering into this contract.

The parties covenant, promise and agree as follows:

1. Nighthawk Rottweilers, Inc. offers for sale and the Buyer(s) accepts and agrees to purchase the dog for the purchase price of \$ 1,500.00, subject to the following terms, conditions and warranties.

### **2. AKC REGISTRATION PAPERS**

The dog's registered name shall include the prefix "Nighthawk". This litter is designated the " " litter. The registered name must begin with this letter. If the name not previously noted on page 1 of this agreement, the Buyer(s) shall designate two names, in order of preference and shall forward those names to Nighthawk Rottweilers, Inc., in writing. Upon receipt of the names, Nighthawk Rottweilers, Inc. shall complete the registration application and return same to Buyer(s) to be signed and mailed to the AKC with the appropriate registration fee. The Buyer(s) does not have the right or approval to change the registered name of the dog once Nighthawk Rottweilers, Inc. fills out the papers.

The Buyer(s) has the choice of the following:

A) American Kennel Club registration shall be provided by Nighthawk Rottweilers, Inc. following her receipt of certification that the dog has been surgically sterilized, or

B) American Kennel Club Limited Registration shall be provided at the time the dog is paid for in full. Note that Limited Registration means that the dog is neither eligible to compete in AKC conformation shows nor to have any litters produced by the dog eligible for registration. The Buyer(s) understands that only Nighthawk Rottweilers, Inc. may "lift" the Limited Registration status and will only do so if agreed upon in writing (i.e. Re-evaluation Contract).

The Buyer(s) shall not have the dog surgically sterilized prior to the dog's first birthday, and shall have the dog surgically sterilized by the dog's second birthday. In the event this surgery is not performed by the age required, Nighthawk Rottweilers, Inc. shall have the right to repossess the animal for said surgery at the Buyer(s)'s expense.

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16747 Radclay Street \* Canyon Country, CA.91351-3945 \* (661)250-7514 or email:DaviannB@aol.com

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### 3. BREEDING

Buyer(s) acknowledges that improper breeding of the Rottweiler could cause irreparable injury to Nighthawk Rottweilers, Inc.'s reputation and could endanger the Rottweiler breed. The Buyer(s) agrees to strictly adhere to the rules and regulations regarding breeding set forth by the American Rottweiler Club.

Absent Nighthawk Rottweilers, Inc.'s written consent, therefore, Buyer(s) covenants and agrees that the dog shall not be utilized for breeding, however described (natural or artificial, intentional, planned or accidental). At this time, the dog is judged to be of pet quality because the dog possesses a serious or disqualifying breed fault per the AKC Rottweiler Official Breed Standard.

Alternatively, Buyer(s) may request Nighthawk Rottweilers, Inc. to waive any of the foregoing requirements, for good cause shown, which request Nighthawk Rottweilers, Inc. may accept or reject at her sole election. If Nighthawk Rottweilers, Inc. consents to such breeding, such consent shall be evidenced in writing signed by Nighthawk Rottweilers, Inc. and delivered to Buyer(s) before the requested breeding is consummated.

If the dog is utilized for any breeding in violation of this paragraph 6, however described, by any person or entity, Nighthawk Rottweilers, Inc. shall be entitled to demand immediate return of the dog and Buyer(s) shall, in addition to returning the dog and transferring the registration of the dog back to Nighthawk Rottweilers, Inc., be liable to Nighthawk Rottweilers, Inc. for liquidated damages in the amount of \$10,000.00, without reduction or setoff in any amount whatsoever.

### 4. CANINE HIP AND ELBOW DYSPLASIA

This dog is the product of O.F.A. certified breeding stock, both parents certified free of Hip Dysplasia by the Orthopedic Foundation for Animals and either certified free of elbow dysplasia or Grade 1.

With respect to the hips and elbows, because of the great amount of environmental variables that come to play a part in the development of the dog's hip and elbow joints, Nighthawk Rottweilers, Inc. does not guarantee that this dog himself or herself will be free of this condition. Therefore, no claim may be made should the condition present itself at a later date.

Nighthawk Rottweilers, Inc. does recommend this Buyer(s) adhere to the following:

- A) Dog is raised and fed on Innova, Wellness, or Solid Gold Dog Food, its equivalent holistic dog food, or suitable raw food diet; and

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B) Dog is not road worked for exercise until after the age of 18 months and after a preliminary hip evaluation by X-Ray is verified clear by O.F.A. (Fair, Good or Excellent) and elbows either clear or Grade 1.

The Buyer(s) shall have the dog X-Rayed at the Buyer(s)'s expense by the age of 30 months and those X-Rays shall be submitted to O.F.A. for an evaluation immediately. Upon receipt of the O.F.A. report, the Buyer(s) shall mail Nighthawk Rottweilers, Inc. a copy of the certificate for her records.

## 5. HEART

This dog is the product of OFA Heart certified breeding stock, both parents certified free of hereditary heart defects by the Orthopedic Foundation for Animals. However, Nighthawk Rottweilers, Inc. does not guarantee that the dog himself or herself will OFA certify and/or be free of any hereditary or congenital heart defects.

The Buyer(s) shall have the dog's heart examined by a Cardiologist or Heart Specialist by the age of 24 months and those results shall be submitted to O.F.A. for evaluation immediately. Upon receipt of O.F.A. report, the Buyer(s) shall mail Nighthawk Rottweilers, Inc. a copy of the certificate for her records.

## 6. CERF

This dog is the product of C.E.R.F. certified breeding stock, both parents certified free of hereditary eye defects by the Canine Eye Research Foundation. However, Nighthawk Rottweilers, Inc. does not guarantee that the dog himself or herself will C.E.R.F. certify and/or be free of any hereditary or congenital defects.

The Buyer(s) shall have the dog's eyes examined by a Board Certified Ophthalmologist by the age of 24 months and those results shall be submitted to C.E.R.F. for any evaluation immediately. Upon receipt of C.E.R.F. Report, the Buyer(s) shall mail Nighthawk Rottweilers, Inc. a copy of the certificate for her records.

## 7. TITLES

Nighthawk Rottweilers, Inc. requests the Buyer(s) to mail a copy of any conformation or working title/certificate the dog receives for her records.

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## 8. BUY BACK

Buyer(s) acknowledge that the dog carries the name Nighthawk in its name or within its registration or pedigree, and that the improper care, breeding, or handling of the dog could cause irreparable injury to the reputation of Nighthawk Rottweilers, Inc.. It is agreed and understood between all parties that if the Buyer(s) can no longer keep or desires to dispose of this dog for other than humane reasons, exclusive of Items #'s 3,4, and 5, Nighthawk Rottweilers, Inc. shall have the first right of re-purchase at one-half the original purchase price of \$ 1,500.00, for a total of \$ 750.00, and Nighthawk Rottweilers, Inc. shall have the unqualified right to reacquire title to the dog until such time as Nighthawk Rottweilers, Inc. rejects or refuses to reacquire the dog at the agreed upon price noted above. Prior to the re-purchase, the Buyer(s) agrees to provide Nighthawk Rottweilers, Inc. with a current health certificate from a licensed veterinarian, either a preliminary or final O.F.A. evaluation and a C.E.R.F. certificate.

Nighthawk Rottweilers, Inc. shall have the absolute right to demand rescission of any transfer in violation of this paragraph, shall be entitled to immediate return of the dog, and the AKC shall record Nighthawk Rottweilers, Inc. as the sole owner upon the dog's registration.

## 9. HEALTH GUARENTEES

Nighthawk Rottweilers, Inc. warrants and guarantees that the dog is in good health. The Buyer(s) must have the dog examined by a Licensed Veterinarian within 72 hours of taking possession of this dog. If during the first 72 hours, the health of the animal is found to be unacceptable, Nighthawk Rottweilers, Inc. will accept the animal back and either replace it with one of equal quality if available, or refund the full purchase price. At the time the animal is returned, the Buyer(s) shall return the registration papers correctly signed. No refund will be made if the dog has been mistreated, neglected, injured or physically altered by the Buyer(s), and this does not remove the requirement of the Buyer(s) to return the dog to Nighthawk Rottweilers, Inc..

## 10. BREACH OF CONTRACT

It is stipulated that in the event that the Buyer fails to comply with any of the terms or conditions or this Sales Contract, Nighthawk Rottweilers, Inc. shall have the absolute right to demand the return of the dog and the dog shall be returned to Nighthawk Rottweilers, Inc.. In the event hat the dog is permanently returned to Nighthawk Rottweilers, Inc. due to Buyer(s)'s lack of compliance with any of the terms and conditions of this Sales Contract, Buyer(s) shall forfeit all monies paid to Nighthawk Rottweilers, Inc. and shall immediately sign over registration papers to Nighthawk Rottweilers, Inc..

Further, if the dog is a male, title to and control over any and all semen collected from the dog shall be immediately transferred to Nighthawk Rottweilers, Inc.; subsequent breedings utilizing

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such semen being expressly prohibited by anyone other than Nighthawk Rottweilers, Inc. and without regard to the identity of the registered owners(s) at the time semen was collected, catalogued or stored.

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's fees incurred by the prevailing party. Further, regarding any breach or anticipated breach of this Sales Contract, Nighthawk Rottweilers, Inc. shall, in addition to any other rights granted hereunder, have the right to seek an injunction from the court of competent jurisdiction to enforce the provisions of any paragraph herein. It is further agreed that any puppies produced as a result of any breeding conducted in violation of this sales contract, whether such breeding is described as planned, intentional, or accidental, conducted by natural or artificial means, shall NOT be registered by AKC or any other dog or animal registry.

If the legal residence of the Buyer(s) is not the State of California, this contract must be signed and notarized by the Buyer(s) in the state of the Buyer(s)'s legal residence unless the Buyer(s) take delivery of the dog in California and signs this contract in front of Nighthawk Rottweilers, Inc. or her designee.

The laws of the State of California, venue in Los Angeles County, will govern all legal questions or disputes regarding this contract. Buyer(s) expressly waive any and all objections to jurisdiction and venue.

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.

## 11. HOLD HARMLESS AGREEMENT

Buyer(s) agrees to release and hold harmless Nighthawk Rottweilers, Inc. for any and all liability, damages, or injuries, caused either directly or indirectly by the dog to any person, whether actual or legal, or to any property, whether real or personal. Furthermore, Buyer(s) assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by the dog, to any person, whether actual or legal, or to any property, whether real or personal, after receiving and acknowledging delivery and possession of the dog. Buyer(s) further agrees to indemnify or reimburse Nighthawk Rottweilers, Inc. as a result of any costs or expenses incurred by Nighthawk Rottweilers, Inc. as a result of any act of Buyer(s) causing liability, damages, or injuries as set forth herein.

No other claims other than the provisions mentioned above shall be made. All other modifications of this contract shall be in writing and signed by both parties.

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# *NIGHTHAWK ROTTWEILERS, INC.*

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the terms and conditions of this Sales Contract and have voluntarily entered into and executed this Sales Contract.

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NIGHTHAWK ROTTWEILERS, INC.

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DATE

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BUYER/CO-OWNER (LS)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER/CO-OWNER (LS)

\_\_\_\_\_  
DATE

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