

NIGHTHAWK ROTTWEILERS, INC.

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 \$ 3,000.00, subject to the following terms, conditions and warranties.

2. REGISTRATION

American Kennel Club ownership registration shall be provided at the time of sale or when available from AKC, whichever occurs first. The dog shall carry solely the Nighthawk kennel name. At this time, the dog is judged to be of show potential and is a good example of the breed. In the event the animal is paid for on a payment program, registration papers will be provided when the balance is paid in full.

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 the Nighthawk Rottweilers, Inc. fills out the papers.

3. DISQUALIFYING FAULTS

If this dog develops any disqualifying faults as per the AKC Rottweiler Official Breed Standard, one of the following options may be exercised:

A) Buyer(s) will be able to purchase another show quality dog from Nighthawk Rottweilers, Inc. for \$1,500.000, once the original animal has been sterilized (Buyer(s) keeping the original dog).

B) Return the dog to Nighthawk Rottweilers, Inc. for a replacement puppy of show quality from Nighthawk Rottweilers, Inc.'s next available litter.

All claims must be made before the dog is 12 months of age and is first substantiated by the Nighthawk Rottweilers, Inc. or her designee.

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16747 Radclay Street * Canyon Country, CA, 91387-3945 * (661) 250-7514 or email:DaviannB@aol.com

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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. will offer the same options as in Item #3 Section A and B if the dog is found to be dysplastic and/or found to have either Grade 2 or 3 elbow dysplasia after evaluation by the Orthopedic Foundation for Animals. The Nighthawk Rottweilers, Inc. only guarantees that the elbows will either pass OFA or evaluated by OFA to be Grade 1, no other guarantees apply. The rebate will only be offered providing the Buyer(s) adheres to the following requirements:

- A) Dog is raised and fed on Innova, Wellness or Solid Gold Dog Food, its equivalent holistic dog food, or a suitable raw food diet;
- B) Dog is not road worked for exercise until after the age of 18 months and after a preliminary hip evaluation by X-Rays is verified clear by O.F.A. (Fair, Good or Excellent) and elbows are determined to either be clear or Grade 1.

All claims are to be made before the dog is 30 months of age.

The Buyer(s) shall have the dog X-Rayed by the age of 30 months at the Buyer(s)'s expense 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 immediately mail Nighthawk Rottweilers, Inc. a copy of the certificate for her records.

In the event that the dog is determined to be either Grade 2 or 3 Elbow Dysplasia by OFA and the BUYER exercises the options available under Item #3 Section A and B, the dog **MUST BE SPAYED or NEUTERED** prior to the remedies available under Item #3. If the Buyer elects to breed the dog in spite of the Grade 2 or 3 rating, that will be the Buyer's decision and that will make the elbow guarantee null and void and no longer available.

5. 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. Nighthawk Rottweilers, Inc. will offer the same options as in Item #3 Section A and B if the dog is found to have a hereditary eye problem. However, Nighthawk Rottweilers, Inc. does not guarantee that the dog will be free of other latent congenital defects. All claims are to be made before the dog is 24 months of age.

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.

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Upon receipt of the C.E.R.F. Report, the Buyer(s) shall mail the Nighthawk Rottweilers, Inc. a copy of the Certificate for her records.

6. 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), unless and until the following conditions are met. The Buyer(s) shall meet the following requirements prior to breeding the dog:

- A) This dog must be a minimum of two years of age,
- B) This dog must be O.F.A. Certified to be either Fair, Good or Excellent, C.E.R.F. Certified, and O.F.A. Heart Certified normal by a board certified cardiologist or specialist, and free of any disqualifying faults per AKC Rottweiler Official Breed Standard as it exists at the time of the breeding,
- C) This dog must accomplish a minimum of one of the following:
 - 1. Championship of record by a recognized national kennel club (i.e. A.K.C., C.K.C., M.K.C., A.D.R.K.),
 - 2. Obedience title by a recognized national kennel club (i.e. C.D., C.D.X., U.D., B),
 - 3. Working title by a recognized national kennel or working dog club (i.e. T.D., A.D., F.H., SchH I, IPO I, W.D.),
 - 4. Herding title by recognized national kennel club,
 - 5. Carting title by recognized national kennel club,
 - 6. Certified and Working Police Service Dog,
 - 7. Certified and Working Search and Rescue Dog
 - 8. Certified and Working Narcotic or Explosive Detector Dog, and
- D. Buyer(s) shall only breed to Rottweilers who meet the criteria set forth in item #6, A, B, AND C inclusive.

Prior to any breeding, the Buyer(s) shall mail a copy of any and all health certificates or title certificates the dog receives (refer to item #6C) to Nighthawk Rottweilers, Inc. for her records.

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.

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PURCHASE OF MALE PUPPY: Nighthawk Rottweilers, Inc. retains the right to breed the dog to any bitches she owns or co-owns, free of charge, and no others. This breeding right is limited to five (5) breedings that result in live puppies and no more. Buyer(s) agree to make the dog available for breeding and/or collection of semen. All costs will be incurred by Nighthawk Rottweilers, Inc. and the Buyer is NOT responsible for any costs associated with the breeding.

If the dog is utilized for any breeding or the owner refuses to make the dog available for 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.

In addition, if the Buyer(s) elect to spay or neuter the dog at any time, this shall not be done before the dog is 12 months of age. Under no circumstances, other than to save the dogs life, shall the dog be spayed or neutered before the dogs 12 month birthday.

7. 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 (\$3,000.00) for a total of \$1,500.00. 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.

8. HEALTH GUARENTEES

Nighthawk Rottweilers, Inc. warrants and guarentees 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

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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.

9. 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 that 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 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.

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