

Please note, no deposit will be accepted without an interview and a completed FSR Puppy Contract. Checks and Money Orders are accepted for deposits or payments that will clear BEFORE the puppy is scheduled to go home, however, cash is required for final payments at pick-up or delivery. Sorry for the inconvenience, but the few dishonest who have walked away out of state or out of country with a free puppy always ruin it for everyone else.

**Funf Sterne Rottweilers**

**2730 Hwy 64 E**

**Wartrace, TN 37183**

**(931) 639-1081**

**dwilliams32563@hotmail.com**

This contract is between David W. Williams of Funf Sterne Rottweilers (FSR) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as BUYER(s).

Address of Buyer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell/Work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller agrees to sell Buyer a puppy born \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Litter \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the sum of \_\_\_\_\_\_\_\_ Deposit of \_\_\_\_\_\_ paid on\_\_\_\_\_\_\_\_\_\_\_\_

The buyer is requesting a MALE/FEMALE of PET/SHOW quality\*

\_\_\_\_\_ Due to the exceptional quality of our breeding program, Funf Sterne Rottweilers always reserves the right of first choice and your pick will follow behind our pick(s). The order that you will be permitted to select your puppy will be determined by the date of your deposit. No puppy will be permitted for picking before sufficient age for basic character and conformation evaluation (usually 6-7 wks). When it is time to select your puppy, the breeder always reserves the right of final decision. \*We have no way of guaranteeing the number or sex of puppies that will be available in a litter, however your deposit does not expire and does not restrict you to any particular puppy or litter.

**What we expect from our Funf Sterne Rottweiler puppy owners:**

\_\_\_\_\_ Your puppy/dog is being sold with it’s tail intact (natural tail), Buyer agrees to leave the tail unaltered. Docking the tail without clear medical reason will be considered a violation of this contract by FSR.

\_\_\_\_\_ The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this puppy/dog parasite free and up to date with inoculations, proper nutrition, and fresh water available at all times.

\_\_\_\_\_ The Buyer agrees not to take the puppy to any place frequented by other dogs or puppies until all vaccinations are completed due to the risk of contracting deadly diseases including Parvovirus. The Buyer further promises to complete all vaccinations in a timely manner.

\_\_\_\_\_ Understand that your puppy will grow at a very rapid pace during the first 24 months. Buyer agrees to provide responsible care in regards to bones/ joints by providing professional, quality dog food and restricting harsh exercises (such as forced running, jumping higher than dog’s shoulder, care on stair cases, etc.) until the age of 12 months to help prevent hip dysplasia and joint dislocations.

\_\_\_\_\_ The Buyer promises to provide a safe environment for the dog, and never allow the dog to roam freely or be chained up/tied out without proper supervision. Your puppy will be microchipped by FSR in order to facilitate his return if lost or stolen.

\_\_\_\_\_ The Buyer agrees that if this puppy is purchased with breeding rights, that it will not be bred before the age of 24 months and only be bred to Rottweilers with full registration, and that this dog and the dog it is bred with must have official certification of hips (OFA, Penn HIP, or equivalent), current Brucellosis blood test and up to date on all vaccinations and wormings.

\_\_\_\_\_ If this puppy is being sold as PET QUALITY the buyer agrees not to use this animal for breeding and agrees to have it spayed or neutered at the age recommended by your veterinarian.

\_\_\_\_\_ If at any time the Buyer can no longer retain possession of this dog, Funf Sterne Rottweilers is to be notified and given first option of resuming full ownership of dog in order to locate this dog a new home.

\_\_\_\_\_ The Buyer agrees to contact FSR immediately if any questions or concerns arise about the dog, such as housing, diet, health or training. The Buyer agrees to keep FSR informed of any treatment as it occurs. This provides Funf Sterne Rottweilers with an opportunity to follow up on puppies and gives us important feedback and information on the health or our dogs for future generations.

**What we promise as your breeder:**

**HEALTH GUARANTEE**

\_\_\_\_\_ FSR guarantees this puppy/dog to be of sound health at the time of sale. A health record of all shots and wormings will be provided by Funf Sterne Rottweilers. The Buyer agrees to take the dog to a licensed veterinarian of his choice within 72 hours for a physical examination and notify FSR within 24 hours of any medical concerns. Failure to do so will void your health guarantee. Should your puppy be determined to be in ill health the cause of which is clearly attributable to FSR, the dog may, upon signed written diagnosis from said veterinarian, be returned for another puppy of equal value from the next available litter. This does not cover common puppy parasites. Even though all FSR pups are de-wormed regularly starting at 12 days, it is imperative that you keep your puppy/dog on a monthly heartworm preventative/de-wormer as puppies and dogs will inevitably come in contact with intestinal parasites through their environment. Accidents that occur when pup is in possession by the Buyer are not included, the buyers assumes full responsibility if pertaining to injuries once the dog leaves the FSR premises. Although we truly wish it were possible, PLEASE UNDERSTAND THAT NO BREEDER CAN GUARANTEE THAT YOUR DOG WILL NEVER GET SICK OR DEVELOP A DISEASE. ALSO UNDERSTAND THAT NO BREEDER CAN GUARANTEE WHAT YOUR PUPPY WILL LOOK OR ACT LIKE AS AN ADULT. THE SINGLE GREATEST FACTOR IN DETERMINING THE BEHAVIOR OF YOUR DOG AS AN ADULT IS YOU.

**The Legal Stuff:**

\_\_\_\_\_ If this is a replacement puppy, Buyer understands that, although the dog may come with FULL REGISTRATION and be permitted for showing and/or breeding, the puppy/dog will not have any guarantees other than those applicable to PET QUALITY pups.

\_\_\_\_\_ The contents of the FSR Puppy Contract are only applicable to the Buyer named on the contract and the dog/puppy named in the contract, and is non-transferable. Any agreement between the Buyer and FSR will cease immediately if the dog’s full or partial ownership is transferred to a third party or if the dog no longer resides with the Buyer.

**Limit of Liability**

\_\_\_\_\_ The Buyer agrees to release and hold harmless FSR for any and all liabilities, damages, or injuries, caused either directly or indirectly by Puppy/Dog to any person, animal, whether actual or legal, or to any property whether real or personal. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical or mental, emotional or economic, caused by Puppy/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 Puppy/Dog. (In other words, once you get your puppy/dog it is your responsibility and if he eats your furniture, we’re not buying you new furniture.)

**BINDING ARBITRATION AND WAIVER OF JURY TRIAL**

The parties agree that any and all disputes between them, including those pertaining to this contract in any way, and any claim by either party that cannot be amicably settled, including all statutory and common law claims, shall be determined solely and exclusively by arbitration in accordance with the rules then obtaining under Tennessee law. Arbitration shall take place at an appointed time and place in Shelbyville, Tennessee. The award of the arbitrators shall be final and binding upon the parties and may be filed by either party in a court as provided below for entry of judgment thereon. The arbitrators shall not be permitted to assess any punitive damages of any kind nor Attorneys’ fees against any of the parties to the arbitration. The parties agree that neither shall commence any litigation against the other arising out of the Agreement or the termination thereof, including any action to confirm the award of the arbitrators, except in any court in Bedford County, Tennessee, to which all parties consent to venue and jurisdiction.

\_\_\_\_\_\_\_\_(Buyer’s initials) Buyer agrees that by signing this contract, Buyer is knowingly waiving his or her right to a jury trial and its access to courts to resolve any dispute that arises.

\_\_\_\_\_\_\_\_(Buyer’s initials) Buyer agrees that binding arbitration is the exclusive remedy available.

\_\_\_\_\_\_\_\_(Buyer’s initials) Buyer acknowledges that Buyer has had the opportunity to negotiate this arbitration provision.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Seller Agreeing to Binding Arbitration Date\_\_\_\_\_\_\_\_\_\_

**REGISTRATION:**

\_\_\_\_\_ Registration application will either be given with the puppy or transferred to the Buyer immediately upon receipt from the AKC if they are still being processed. The registered name of your puppy will contain the kennel name ***von den Funf Sterne*** .The Buyer is free to choose the first name or “call name” of their puppy

**PAYMENT:**

\_\_\_\_\_ The puppy will not be released until payment is received in full. If the payment in full cannot be made by the time the puppy is ready to be released, a kennel fee of $100.00 per week will be added to purchase price. Any further vaccinations or vet care expenses will also be added to the purchase price of your puppy. If buyer cannot make full payment for puppy, buyer will forfeit any payments made including deposit.

The preceding paragraphs contain conditions established to ensure the well being of the dog, but also to uphold and maintain the reputation of quality of Funf Sterne Rottweilers.

Buyer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_