**Iron Heart Rottweiler Kennel**

1. **Parties PUPPY CONTRACT AND ARBITRATION AGREEMENT**

This contract is between , hereafter referred to as “Buyer” And

Belin Von Iron Heart Kennel, and hereafter referred to as “Seller”.

1. **Purchase Price**

The buyer has agreed to purchase a puppy, from Iron Heart Rottweilers. If the puppy is not paid in full, at the time of quote the Buyer will place a non-refundable deposit of $500 toward the purchase. The total purchase price will be $1500 to $2000 for a rottweiler puppy with limited breeding rights depending on the pick. All puppies w/full breeding rights range from $2000 to $3,500 depending on the pick. The Buyer agrees to pay the existing balance of the price for their pick of litter by the time the puppy reaches 6 weeks of age. Unless they notify Iron Heart of a change in circumstances that is agreed too. **All money paid toward the balance is nonrefundable and shall be considered forfeiture unless a special circumstance is approved in writing transferring toward a future litter if the balance is not paid in full bull 8 weeks of age.**

Puppy will be a male/female (circle one). [show/breed] quality or [non breeding] quality please (circle one).

Buyer acknowledges that nature is not always predictable and that a puppy of Buyer’s desired sex/ quality may not be available. If this is the case, Buyer’s deposit will be applied to the next litter. Seller does not guarantee color. Seller will try its best to accommodate Buyer’s preference, however, Seller believes that when matching puppies to their new owners, sex/quality, and disposition are the most important factors.

Puppy will be declawed, dewormed and receive its first shots by the breeder. All shipping cost is for an additional charge. The tail will be docked at the customer’s request only. We use an outstanding vet for our tail docking, but client must understand that we outsource our docking and as such, we incurred a cost. So we will flow a small portion down to the customer via puppy pricing

 **4. Quality of Puppy and Agreement not to Breed**

All dogs sold within the state of New York are sold as “pet” quality only, (with no breeding rights). The only exception to this policy are dogs that we decide to keep partial ownership in (co-own). Inquire for availability.

**Dogs sold as pet quality are absolutely not to be bred at any time for any reason.** We strongly recommend a neutered/spayed pet. **Violation of this provision voids any and all guarantees on the dog purchased, and Seller will have the option to confiscate both the dog as well as the puppies.** If Buyer would like to obtain breeding rights on a dog originally sold as pet quality, Seller will make arrangements by private agreement to grant such rights if the dog is of breeding caliber. **Seller retains the sole right to determine whether the dog is of breeding caliber.**

 **The Seller Guarantees**

1. **Health Guarantee:** Puppy is guaranteed to be healthy upon delivery or pick-up. Buyer has 72 hours (3days)

to take puppy to a licensed vet to personally inspect the dog’s health. Any claims must be communicated in writing in that time frame. It is recommended that Buyer takes the puppy to meet your vet and to get a checkup regardless. If puppy is found to be fatally ill within 72 hours of delivery/pickup, puppy will be replaced with a pup from the next litter of the samesex/quality. Accidents that are the fault of the Buyer are

not included the buyers assumes full responsibility if pertaining to injuries once the dog leaves the Iron Heart premises. **Seller must be contacted within48 hours for guarantee to be valid. Alternatively, Seller may, in its sole discretion, provide a fullrefund of the purchase price of the dog in lieu of a replacement puppy.**

1. **Temperament Guarantee:** temperament. The puppy is guaranteed to have a stable and non-dangerous

Buyer understands that temperament is only partially genetic, and in order to utilize our temperament guarantee, Buyer must provide proof of puppy kindergarten, basic obedience, and behavior counseling with either a licensed dog trainer or veterinarian. In the case that a dog has an unstable or dangerous temperament and meets these criteria, for 12 months following the date of purchase, a replacement pup will be provided from the next available litter of the same sex/quality. **Alternatively, Seller may, in its sole discretion, provide a full refund of the purchase price of the dog in lieu of a replacement puppy.** This Guarantee is not valid after 12 months from the date or purchase.

1. **Hip Dysplasia Guarantee**: All dogs sold are guaranteed against crippling hip dysplasia for the periodof

18months. Dogs sold to show/breeding homes are guaranteed to be DJD (degenerative joint disease) free or OFA fair or better. Dogs sold as pet quality are guaranteed to be free of joint problems that wouldimpair them from leading a full and healthy life, as determined by a licensed veterinarian. Seller has theright to ask for a qualified second opinion.

Buyer agrees to follow Seller's recommendations about joint supplements and activity restrictions in regards to best possible joint health. Glucosamine and vitamin C are required supplements.

If a dog is found to be dysplastic, Seller reserves the right to ask for a qualified second opinion.

**Seller must be notified within 7 days of the failing x-ray.**

If a dog is found to be dysplastic and meets criteria listed above, a replacement puppy will be provided from the next available litter, of the same sex/quality, upon proof of spay/neuter. **Alternatively, Seller may, in its sole discretion, provide a full refund of the purchase price of the dog in lieu of a replacement puppy.**

1. **Genetically Inherited Health Problem Guarantee**: If a dog is found to have a genetically inherited health problem as determined by a licensed veterinarian, within 18 months of age that is of sufficient severity to require mandatory, permanent medication, or significantly affect the ability of the dog to lead a full and healthy life, a replacement of the same sex/quality will be provided upon proof of spay/neuter. Seller has the right to ask for a qualified second opinion. Cherry eye is fairly common in the Cane Corso (and other mastiff breeds) and is not covered under the guarantee. **Alternatively, Seller may, in its sole discretion, provide a full refund of the purchase price of the dog in lieu of a replacement puppy.**

**Buyer is solely responsible for all vet bills incurred by Buyer in determining whether dysplasia or a genetically inherited health problem, as described above, exists.**

While we proudly stand by our contract and honor our guarantees if a dog has dysplasia or has a genetically inherited health problem as described above, and the Buyer decides to keep the dog despite the presence of such condition, **under no circumstance is Seller liable for any vet bills incurred any reason. All vet decisions, bills, and any expenses incurred by Buyer relating to veterinary care are solely the cost of the Buyer.**

Seller reserves the right to have first option of return if Buyer is unable to keep the dog. Buyer is also required to notify Seller if Buyer must give the dog up for any reason, so that Seller may assist in finding an appropriate home for the dog.

1. **Buyer’s Forfeit of Dog Upon Proof of Animal Abuse, Neglect or changing of the dog’s kennel name**

If buyer is convicted or suspected of animal abuse or neglect while the dog is in Buyer’s ownership, the said dog will be returned to Seller with no refund or compensation. The buyer is also fully liable to animal forfeiture and total loss of ownership and breeding rights if the seller discovers that the dog has had the proprietary kennel name changed. In addition, if the animal is falsely advertised, promoted, misrepresented, or misleading information is giving in a way that the animal being sold did not originate from Iron Heart rottweilers all breeding rights are voided.

The Seller has the right to press charges for false and misleading advertisement and infringement of our contract. The buyer is liable to forfeit ownership of the animal if any of the above stated breeches of this binding contract are committed. Absolutely no refund shall be giving in any of these circumstances.

1. **Seller’s Obligation to Provide Pictures**

Buyer will send pictures of the dog purchased when the dog is 6 months, 1 year and 18 months old, for the purpose of breeding practice improvement. If Buyer wishes, Buyer may contact Seller for a self- addressed, postage paid envelope (6 months, 1 year, 18 months).

1. **Requirement of Signed Contract**

No puppy will be shipped to any Buyer until the Seller has received a signed and dated copy of this contract (photocopies are acceptable).

1. **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 Montana law. Arbitration shall take place at an appointed time and place in Missoula, Montana. 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 Missoula County, 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

**9. Applicable law** In the event of a legal dispute relating in any way to this contract, New York state law applies.

**Buyer(s):**

Signed name Date

Printed name below, I am declaring that I have read, fully understand, and agree to abide by all terms stated above in this contract