

Power's Legendary Boerboels Breeding Contract

Date:

Purchase Price:

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Seller: Power's Legendary Boerboels

Buyer's Name(s):

Buyer's Street Address:

Buyer's City:

Buyer's State & Zip:

Buyer's Home Phone:

Buyer's Work Phone:

Boerboel Name:

DOB:

Color & Markings:

Sex:

Sire:

Dam:

This contract is entered into on this _____ day of _____,
_____ between _____
known hereinafter as Buyer (legible copy of drivers license is required to be submitted
with this contract) and Power's Legendary Boerboels hereinafter known as Seller.

This Boerboel is, to the best of the Seller's knowledge of sound body, good health and free of any communicable disease at the time of sale/placement. Buyer has five working days from the date of this contract to take the Boerboel to the Veterinarian of their choice. If the veterinarian finds serious illness within the first five days of ownership, this Boerboel can be returned to Seller for a replacement or, upon return of Boerboel request a refund at the discretion of Seller. All shipping and handling costs to be born by the Buyer. Buyer must furnish a veterinary report and x-rays where applicable when requesting a replacement. . ____ ____ ____ (*initial*)

Buyer understands all monies whether applied to deposits or purchase price are not refundable regardless of circumstance. Buyer also understands all expenses Related to the delivery of this Boerboel by the Seller and any return if necessary Is solely the responsibility of the Buyer, due and payable to the Seller on demand. _____ (initial).

If this Boerboel is found to have mild or worst Dysplasia when evaluated using the Penn Hip method the Buyer can, upon providing proof of spay or neuter of the Boerboel, request a replacement at the discretion of Seller. All shipping and handling costs to be born by the Buyer. Buyer must have this Boerboel evaluated using the Penn Hip method no later then the Boerboel being two years of age or this guarantee is void. Buyer must furnish a veterinary report and x-rays where applicable when requesting a replacement. _____ (initial).

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Buyer agrees to provide regular veterinary care, proper food, water, shelter and adequate companionship. Buyer also agrees that this Boerboel or its offspring will not be used for or sold to any pet shop, wholesale or retail outlet, dog agent or dog dealer, or dog fighting entities. ____ ____ ____ (*initial*).

Buyer agrees that when registering this Boerboel the prefix "Power's Legendary" will appear as part of said Boerboel's name (i.e. Power's Legendary Fido) regardless of which registry the dog is registered with be it AKC, SABB, KUSA, USBA, EBBASSA, HBSA, etc. _____(*initial*)

Buyer agrees this Boerboel will only be bred to Boerboels that are AKC registered, or KUSA registered, or SABB registered, or EBBASSA registered, or USBA registered, or HBSA registered. That if this is a female Boerboel she will have received a certificate from a Veterinarian affirming the lack of prolapse thru the second heat cycle. That both this Boerboel and its mate are free of Dysplasia and have been tested using Penn Hip or OFA. That this Boerboel and its mate have a sound and stable temperament. That this Boerboel and its mate be at least 2 years of age prior to breeding ____ ____ ____(*initial*).

Buyer agrees and understands he/she is solely responsible for this Boerboel and to indemnify and hold harmless Seller from any and all claims of liability for the conduct of this Boerboel on or after the date of this contract. ____ ____ ____ (*initial*)

Buyer agrees to first provide Seller with the option to reclaim this Boerboel at no cost to the Seller before offering this Boerboel to any other entity or having the Boerboel put down. Resale of this Boerboel is prohibited. Buyer is responsible for all shipping and handling cost concerning the return of this Boerboel to the Seller ____ ____ ____ (*initial*)

Buyer agrees that this Boerboel will not be involved in dog fighting. If this Boerboel is identified as participating in dog fighting Buyer agrees to immediately surrender this Boerboel to Seller upon demand and at the sole cost of the Buyer. ____ ____ ____ (*initial*).

Buyer agrees that this Boerboel is not being purchased as a gift. The Buyer also agrees they are not acting as an agent for any other entity and that this Boerboel is intended for the buyer's sole use and enjoyment. Buyer further agrees that this Boerboel will be living with them full time, more than 140 hours per week at the Buyer's main place of residence. _____ (*initial*).

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Violation of this contract damages the goodwill and reputation of Seller and the Boerboel breed in general. Breach of any portion of this contract will result in repossession of this Boerboel without reimbursement. Such repossession may be made by the Seller or his agent, at the cost of the Buyer and is done with the full permission of the Buyer regardless of the Boerboel's location at the time of repossession. Buyer agrees to be responsible for and compensate Seller for any damages or liabilities incurred while repossessing this Boerboel. Further any damages to Seller or to the Boerboel protected under this contract could result in both civil damages and criminal liability for the Buyer.

This contract is formed and shall be governed by the laws of the State of New Jersey, and jurisdiction to resolve disputes rest solely in a court of competent jurisdiction in New Jersey. Any portion of this contract deemed illegal or unconstitutional under New Jersey law will not void any other lawful portion, of this contract according to New Jersey law. This contract is formed with the sole intent of protecting this Boerboel and for the good of the Boerboel breed; where possible all interpretations should be made with this in mind.

Buyer(s): _____ Date:

Buyer(s): _____ Date:

Power's Legendary Boerboels (Seller): _____ Date:
