



Boggy Creek Boxers

1150 County Road 453

Taylor, Texas 76574

www.boggycreekboxers.com

boggycreekboxers@gmail.com

Contract

This Agreement is made on MM/DD/YYYY by and between

The Buyer:

Name:
Address:
Phone:
Email:

– And –

The Seller:

Name:
Address:
Phone:
Email:

J. Allan Investments LLC, DBA Boggy Creek Boxers located at 1150 County Road 453, Taylor, Texas 76574 USA ('the Seller') acknowledges receipt of \$x,xxx USD, inclusive of all sales taxes, and paid in cash installments as detailed below. In exchange, the Seller agrees to sell and deliver the described puppy ('the Animal') to _____ ('the Buyer').

Name:

Breed: Boxer

Date of birth:

Sex:

Color:

Registration number (if registered):

Sire name:

Sire AKC registration number:

Dam name:

Dam AKC registration number:

The parties accept and agree to be bound by the attached terms and conditions governing the purchase and sale of the Animal.

(Seller)

(Buyer)

Date

Date

Terms and Conditions

1. Deposit, Payment of Purchase Price, Fees.

The Buyer has paid a deposit of \$ xxx.xx USD, with a payment of \$ x,xxx.xx USD due upon the date of release of the Animal to the Buyer. The expected delivery date is MM/DD/YYYY. Payment may be made by cash, cashier's check, money order, or electronic payment (PayPal or Venmo).

The Buyer acknowledges and agrees that the Buyer will forfeit the deposit and any rights to the Animal if:

- a. The Buyer fails to complete the purchase of the Animal for any reason.
- b. The Buyer fails to pay the balance of the purchase price by the delivery date.

In either event, the Seller is free to sell the Animal to another party.

In the event the Animal is not available due to sickness, death, or any other circumstance owing to fault of the Seller, the Buyer's deposit will, at the Buyer's option, be either (a) refunded or (b) transferred to the next available puppy or litter.

A boarding fee of \$15.00 USD will be charged for each day the Animal is boarded by the Seller past the agreed upon delivery date.

2. Transfer of ownership

Upon full payment of the purchase price, the Seller shall take all actions required to officially transfer ownership and registration (if any) to the Buyer.

3. Seller's Responsibilities and Warranties

The Seller represents and warrants to the Buyer that:

- a. The Seller is the legal and true owner of the Animal and that the Seller has full right and authority to sell the Animal.
- b. The Animal is being sold free and clear of any lien, security interest, charge, or other encumbrance.
- c. The Seller guarantees the Animal is a purebred boxer, offspring of the purebred sire and purebred dam set above.
- d. The Animal is in good health, has had its first round of immunizations, has been dewormed at appropriate intervals, and has had its tail docked and dew claws removed. The Buyer has three business days from the date of delivery (_____) to take the Animal to a veterinarian for an examination. If, at this time, the Animal is found to have illnesses that are covered in this contract (congenital illness), the buyer has the option of returning the Animal to the Seller, at the Buyer's cost, for a refund of the initial purchase price. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness. If the Animal is not taken to a licensed veterinarian within three business days from the date of delivery, this health warranty is void in its entirety.
- e. In the event the Animal exhibits symptoms of a suspected debilitating congenital defect within 24 months of the date of delivery, the Buyer must supply any requested veterinary records to the Seller within seven days of informing the Seller of the defect. The Seller requires that two unassociated veterinarians diagnose this Animal with the suspected disease or life-threatening defect prior to the return of the puppy, at the Buyer's expense. Both sets of records must be sent to the Seller. If the congenital illness is a heart murmur, the two veterinarians must be certified Cardiologists. The murmur may not be graded or diagnosed by a general veterinarian.

- f. If the Animal is euthanized or in any way disposed of, without a second opinion from an unassociated veterinarian or Cardiologist (if the defect is a heart murmur), or without contacting the Seller about the defect, the Buyer waives all rights to a replacement puppy or refund. The Seller alone will ultimately make the determination about whether the Animal will be ethically euthanized AFTER the Animal has been returned and assessed by the Seller and the Seller's veterinarian. If it is in the Animal's best interest to euthanize, the Animal will be sent to Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL) in College Station, TX for necropsy.
- g. This warranty does not include viral illnesses, bacterial infections, demodectic mange, scabies, allergies, hypoglycemia, kennel cough, parasites, giardia or coccidia. This warranty does not include injuries, fleas, ticks, or ear mites. This warranty does not include uneven bites, undescended testicles, grade I or II insignificant murmurs, inguinal or umbilical hernias. It does not include any illness due to the ingestion of foreign objects, food, chemicals, or physical injury.
- h. According to the American Kennel Club (AKC), large breed canines are at a much higher risk of having a temporary, insignificant puppy heart murmur, typically caused by the puppy's rapid growth, dehydration, or many other factors. Should your puppy develop a heart murmur within the first 6 months of age, this murmur is not covered under this warranty unless the heart murmur meets the following criteria:
 - The murmur must still be present at the yearly check-up after reaching 1 year of age.
 - If the heart murmur is still present at 1 year of age, the murmur must then be graded by two unassociated Cardiologists.
 - If the murmur is graded as being greater than grade II by both Cardiologists, an echocardiogram is required.

If the stipulations noted above are met and an echocardiogram is performed, this warranty will cover the heart murmur if the murmur is diagnosed as a grade III or higher AND the echocardiogram shows that the murmur will significantly decrease the puppy's quality of life (per the Cardiologists best judgement). These records must all be sent to the Seller for review by the Seller and the Seller's veterinarian.

Should the warranty apply in regards to a high grade heart murmur, the Buyer will be provided a refund. If the murmur is a grade I or II murmur, the warranty will NOT cover the murmur, as this is a minor heart murmur and will have minimal effect on the puppy's overall quality of life.

- i. The Seller is not responsible for illness or health problems diagnosed after three business days of the date of delivery, except where stated in this contract.
- j. The Seller is not responsible for parvo, distemper, or corona virus infections after the puppy has left the Seller's property, as these are highly contagious diseases and they can be contracted immediately after leaving the breeder.
- k. The Seller does not guarantee the success of ear cropping.
- l. The Seller is not responsible for illness due to the ingestion of a foreign object or objects, food, chemicals or physical injury after the Animal is placed in the possession of the Buyer.
- m. To ensure the Buyer does not euthanize the Animal or take it to an animal shelter, the Seller will take the Animal back at any time during its life. The Seller will not issue a refund or provide another puppy to the Buyer.
- n. If the puppy should die from a suspected congenital defect within 24 months of its date of delivery, a necropsy must be performed, at the buyer's expense, by Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL) in College Station, TX unless another site is discussed with the Seller and approved by the Seller. If the autopsy shows a congenital defect as the reason of the death, the Seller will provide a refund (amount refunded will be at the Seller's discretion). The Buyer must supply the Seller with any and all documentation from the necropsy, including a final report. The Buyer must also send the Seller all vet records from the time the Animal left Boggy Creek Boxers until the completion of the necropsy. This warranty is void in the event of an undetermined or inconclusive diagnosis.
- o. No other warranties or guarantees, expressed or implied, are made under this contract except as stated.

- p. This warranty is non-transferable.
- q. Should this contract be broken in any way (Example: spay or neuter not completed by the age of 1 year) this warranty will be voided with no exceptions.
- r. This warranty expires in its entirety 24 months from the date of delivery.

4. Fitness of Purpose

The Animal was bred as a companion animal, and the Seller does not provide any warranty as to the Animal's fitness for a specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

5. Buyers Representations

The Buyer represents to the Seller that:

- a. The Buyer will have the Animal spayed or neutered by the age of 1 year unless the Animal is taken to show and agreed upon by the Seller.
- b. The Animal will reside with the Buyer as a companion to the Buyer and/or the Buyer's family.
- c. The Buyer will keep the Animal in an enclosed area of adequate size and will not allow the Animal to roam at will. The Buyer will not keep the Animal chained or tethered or permanently house the Animal in a kennel.
- d. The Buyer will provide the Animal with nutritious food and necessary veterinary care, including deworming, heartworm prevention, flea and tick prevention, and regular vaccines (including rabies).
- e. The Buyer is not acting for any other person or business in the purchase of the Animal.
- f. The Buyer will not sell, give, or release the Animal to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
- g. In the event the Buyer gives or sells the Animal to a new owner, the Buyer shall ensure that the new owner agrees in writing to comply with the general terms of this Agreement, but the warranty remains non-transferrable.

6. Indemnity and Release

If any action or failure on the part of the Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, the Buyer agrees to defend, indemnify, and hold the Seller harmless and to pay all the Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgement with respect thereto. The Buyer releases the Seller from all liability, costs or damages caused by the Animal after placement with the Buyer, including but not limited to damage to or destruction of property, and injury to any other person or living thing.

7. Limitation of Action

Any action or claim brought by the Buyer against the Seller for breach of this Agreement or for loss due to negligence must be brought within one month of the date such claim or loss occurs.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Texas.

9. Entire Agreement

This Agreement represents the entire agreement between the parties. The Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

(Seller)

(Buyer)

Date

Date

Acknowledgement of Receipt

I acknowledge that I have received the Animal into my possession.

(Buyer)

Date