

# Guardian Boerboels

## PURCHASE AGREEMENT

This contract is entered on this \_\_\_\_\_ between \_\_\_\_\_ known hereinafter as BUYER, and Guardian Boerboels, located in Lake Stevens, Washington.

Thank you for choosing Guardian Boerboels as the breeder of your new family member. We hope that you will be more than happy with your loving and loyal companion; here at Guardian Boerboels our most important goal is to have customer satisfaction. Please review the terms and regulations below. As the breeder, we will be here for all our customers for any questions before, during and after the purchase of your new Boerboel puppy. You must know the Boerboel is a Dominant, Athletic, Guardian Breed, and is not for everyone. Please make sure that you do your research and ask lots of questions before you buy your new puppy, so you are aware of how to raise your new Guardian Boerboel family member.

Breed: South African Boerboel

Registry: SABBS / NABBA /ARBA

Male / Female

Microchip: 99000000\*\*\*\*\*

Date of Birth: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

DAM: \_\_\_\_\_

REG #: \_\_\_\_\_

SIRE: \_\_\_\_\_

REG #: \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_

Deposit Paid: \$500

Shipping in the USA if applicable \$ \_\_\_\_\_ (there is no charge for pick up).

**Your puppy will come with:** Tails docked, Dew Claws removed, Microchipped, 1st Set of Shots, Dewormed, Health Checked, and Guardian Puppy Book. Crate if shipped and a Lifetime of advice/support.

**Terms & Conditions:** Deposits are non-refundable. Deposit is \$500.00 US Dollars and is required to hold the Puppy until six (6) weeks of age when the final payment and shipping fee is due, no longer. Puppy will be shipped at eight (8) weeks of age. If the balance is not received by seven (7) weeks of age, the deposit may be forfeited or transferred to a future litter, at the discretion of the SELLER. Cancellations at six (6) weeks, or age, or after may result in a forfeiture of the deposit. If a puppy of exceptional quality is born, that will enhance the Guardian breeding program, the Breeder has right to first pick puppy of any litter, bumping the pick order down by one.

BUYER understands that Mother Nature will not always be cooperative. In the event a puppy of requested sex is not born; the deposit will be transferred to the next litter. We will do our best to get

GUARDIAN BOERBOELS - Christina & John Graff  
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the color of your preference, but color has no bearing on which dogs are chosen within picking a quality puppy.

The Puppy will be shipped at eight (8) weeks of age. If the balance is not paid by six (6) weeks of age, the deposit may be transferred to a future litter, at the discretion of the Breeder. Any pup not shipped by agreed upon date (8 weeks) will be charged boarding per day at **\$15/day**. Any puppy not shipped/picked up by ten (10) weeks of age will result in forfeiture of deposit and any other payments received.

All Guardian puppies are required to carry the 'Guardian' name on their registration papers, (example Guardian Ivy) and all social media posts must have the kennel name 'Guardian' in front of the Puppy/Dog name.

Under no circumstances do we grant cash refunds or accept any liability for medical expenses, veterinarian fees, or any other expense related to the care of your puppy

Under no circumstances shall this dog be used in fighting, other forms of cruelty or chained. Boerboels need attention from the family and will not do well if left alone in seclusion.

BUYER understands that the Boerboels is a large dominant breed. It is the BUYER's responsibility to properly socialize and train the dog. Guardian Boerboels accepts no liability for temperament and behavior problems that may occur.

### **GUARDIAN BOERBOELS BREEDING/NON-BREEDING RIGHTS**

BUYER agrees that he/she has done research on this breed and understands the health and care issues involved with owning, caring for and especially breeding Boerboels which include but are not limited to hip/elbow dysplasia or other joint disease, skin allergies, heart conditions, eye conditions, and any disease that could be associated with this breed.

BUYER agrees and understands he/she is solely responsible for the Boerboel puppy/dog and to indemnify and hold harmless Guardian Boerboels from any and all claims of liability resulting from the conduct of this Boerboel on or after the date of this contract.

BUYER agrees that Guardian Boerboels will not be held responsible for any type of medical treatment for the above listed puppy/dog at any time.

### **CONSIDERATION**

This dog/puppy identified is being sold as a pet for the sum of listed above plus all shipping expenses (if applicable).

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### STIPULATIONS

This dog/puppy is being sold as a family pet. We did not sell listed puppy as a breeding animal.

- A. BUYER has THREE working days from the date of delivery to take the Boerboel to the Veterinarian of their choice for a well check visit. Failure to do so will void all guarantees. A copy of the well check visit noting the microchip number must be forwarded to Guardian Boerboels within 48 hours of the visit. Failure to do so will void all guarantees.
- B. The BUYER is aware that owning a dog/puppy means frequent visits to the Veterinarian and understands they will be responsible for all payments as the result of veterinary care. SELLER recommends the purchase of Pet Insurance or Care Credit as it will help in the case of any unforeseen issue. BUYER agrees to maintain this dog in good health, provide routine preventative health care including vaccinations, monthly heartworm prevention, and internal and external parasites treatments as deemed appropriate by the BUYERS veterinarian. Documented proof of such care will be required in the event that the replacement portion of this contract is to be utilized.
- C. We take every precaution when considering health and the mating of dogs but cannot foresee the future. Guardian Boerboels guarantees the puppy/dog to be temperamentally sound, free of any communicable disease and up to date on all vaccinations at the time of sale. Through the 18<sup>th</sup> month of age, pup is guaranteed to be free of genetic diseases that leave the puppy unable to serve as a "family pet". If dog/puppy is diagnosed with crippling hip dysplasia (assuming that the feeding and weight guidelines have been followed and receipts are provided) within this time window, either by BUYER's veterinarian or by a licensed veterinary radiologist (later to be reviewed by SELLER's veterinarian), BUYER can either agree to keep dog/puppy providing dog/puppy is spayed or neutered, or may return to SELLER. SELLER agrees to replace the said dog with a puppy of the SELLER's choice from a future litter when one is available. BUYER agrees to pay all related transportation/shipping costs of the replacement pup. BUYER must provide veterinary proof (with microchip validation) for all routine vet visits, heartworm checks, proof of year around monthly heartworm prevention, and regular vaccinations. Trauma, accident, reckless handling, over feeding, over exercising must not be in question and must be stated on the vet report of said Puppy/Dog's overall condition.
- D. Guardian Boerboels does not guarantee the puppy/dog against accidents, acts of God/Nature, mismanagement (i.e., bloat/Gastric Dilation/Volvulus, Carpal Valgus, Knuckling, over-exercise, overfeeding), abuse or neglect by the BUYER. The BUYER agrees to hold Guardian Boerboels harmless in the event the puppy dies from natural causes, acts of God/Nature, mismanagement, neglect or abuse.
- E. Environment, food, care, etc. all play a role in the structural, temperament and health outcome of any puppy/dog all of which Guardian Boerboels has no control over after the puppy/dog

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leaves our care. BUYER agrees to provide proper food, water, shelter, and adequate companionship. Once the pup reaches 12 weeks, BUYER agrees to feed only an appropriate amount of quality dog food that is not over 24% protein unless otherwise directed and documented by a veterinarian for medical reasons. BUYER agrees to follow SELLER's advice pertaining to proper nutrition and supplementation (we recommend NuVet) to ensure proper development and growth of said dog/puppy. Not all bloodlines mature at the same rate, so this is especially important to follow with regards to ours. Buyer understands that not following the advice of the Breeder puts the Puppy/Dog at risk of improper development and may result in your Puppy/Dog enduring permanent damage.

- F. BUYER further agrees not to over-exercise this puppy/dog. Extensive exercise before the dog is at least 18 months of age and adequately developed is strictly prohibited. Jumping in and out of vehicles, living on concrete and hard surfaces, excessive playing on slippery surfaces and other activities that may cause undue stress on undeveloped joints are absolutely 100% unacceptable.
- G. BUYER agrees to provide periodic updates on said dog/puppy's development pertaining to health issues, temperament, personality, and conformation to SELLER. BUYER is responsible for notifying SELLER of any and all health/behavior/temperament issues immediately. In return, SELLER agrees to be available to assist with any health/behavioral/temperament concerns and to assist BUYER in all matters pertaining to said dog/puppy.
- H. BUYER agrees that this dog or bitch is NOT to be LEFT IN A CRATE OR KENNEL ONLY. This dog/puppy is sold with the understanding that it is to go to carefully selected parties willing to raise the dog/puppy as a member of the family. This is to assure proper development and maintenance of the temperament for which the animal was bred.
- I. Temperament issues are not covered by this guarantee as they can be caused by lack of proper socialization and training. However, the SELLER/Breeder guarantees that every effort has been made to ensure this dog/puppy has been well socialized and cared for to provide the best possible start in life. It is especially important that during the 1st year of life, inappropriate physical and mental strain of the puppy should be avoided.
- J. BUYER agrees that this Boerboel will not be involved in dog fighting, hog catching, or any animal baiting sports. If this Boerboel is identified as participating in dog fighting, any animal baiting sports or hog catching, the BUYER agrees to immediately surrender this Boerboel to Guardian Boerboels, via agent or AUTHORIZED PERSON acting on behalf of Guardian Boerboels. BUYER agrees to pay all costs involved in surrendering this Boerboel puppy/dog to Guardian Boerboels, agent or AUTHORIZED PERSON acting on behalf of Guardian Boerboels. BUYER agrees SELLER will REPOSSESS DOG OR BITCH UPON EVIDENCE OF NEGLIGENCE AND/OR ABUSE at no expense to the SELLER.
- K. The guarantee portion within this contract is null and void if the dog has been physically altered in any way (ears cropped, spayed, neutered, etc.).

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If dog/puppy is being sold with Breeding Rights. Breeding Rights are provided if the BUYER/Puppy meets the following criteria:

- Puppy is 18 months old prior to breeding.
- Puppy has been health tested (hips & elbows).
- Puppy DNA Profile is on record with SABBS/NABBA.
- Puppy has been appraised by SABBS or NABBA at a 75% or higher and received full registration.
- BUYER must sell puppies for a minimum of \$2,500.
- They BUYER must register all puppies produced with the SABBS or NABBA (Birth Certificates) by the time the puppies are 16 weeks of age.
- The Sire or Dam you are breeding is SABBS or NABBA registered, has been appraised at a minimum of 75% and has been health tested.
- Guardian Boerboels retains breeding rights on the male Puppy/Dog (for a maximum of two breeding's) including an additional semen collection to be frozen for future use in our program. The male Puppy/Dog shall not be neutered until 3 years of age when he has reached full maturity. If the Breeder decides to use the Puppy/Dog as a stud, the Buyer agrees to provide transportation to the veterinarian for collection and shipment. The Breeder will pay all veterinary and shipping charges (if applicable).
- Buyer agrees that NO cross breeding.
- If BUYER does not adhere to these guidelines all breeding rights will be revoked and the BUYER will be subject to a \$10,000 fine from the Breeder.

We strongly believe this Puppy will be breed quality, however, there is no guarantee your puppy will grow to be breed quality and pass the criteria listed above. How you care for your puppy and the environment is crucial to its quality. Should breeding rights be given, that does not change the fact that the pup is sold only as pets. We do not sell our puppies with any breeding guarantees. This also means that we do not guarantee fertility or whelping success. Under no circumstances is there any refund or replacement if the pup does not pass the criteria, or become breed quality, unless it is a health issue outlined in this agreement.

### GUARDIAN BOERBOELS GUARANTEE

It is in our best interest to give you that wonderful, healthy, loving puppy. In order for this health guarantee to be valid, the following conditions **MUST** be met:

- ✓ You must take your pup to a licensed veterinarian within **72 hours** of the date of possession for a general health check, a copy of the well check visit noting the microchip number must be forwarded to Guardian Boerboels within **48 hours** of the visit. Failure to do so will result in all guarantees to be NULL and VOID.

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- ✓ Puppy remains current on all vaccinations and de-worming, including all puppy shots recommended by a licensed veterinarian.
- ✓ If a serious health problem occurs, written documentation must be provided from a licensed veterinarian and submitted to Guardian Boerboels for review. The written statement from your licensed veterinarian must be provided to us within one week of time that puppy was seen and diagnosed (with microchip validation). The Breeders veterinarian will review each case and based on the veterinarian's opinion, the Breeder will determine if Buyer can either keep Puppy/Dog provided the Puppy/Dog is spayed or neutered, or return the Puppy/Dog to Breeder. The Dog/Bitch must not have been bred. The breeding of said dog listed in this contract will void all warranties. We will replace the pup with the next available puppy (defective puppy must either be spay/neutered, and proof provided). Replacements are made when pups are available. No guarantee as to the time frame of the replacement. When replacements are made, the BUYER is responsible for all shipping costs.
- ✓ Guarantees are extended to the original purchaser only and are non- transferrable.
- ✓ All Guardian Boerboel puppies receive a 18-month guarantee against crippling/severe hip dysplasia. This must be certified by the Orthopedic Foundation for Animals (OFA). Trauma, accident, reckless handling, over feeding, over exercising must not be in question and must be stated on the vet report of said puppy's overall condition.
- ✓ Boerboel puppies often have umbilical hernias (An outty belly button) shortly after birth from the mother pulling the cord to tightly or in some cases may be hereditary. These are not covered in the health guarantee or discounted. In our experience and in our veterinary's opinion 99.9% of the time these go away on their own, without any issues. These are considered cosmetic. You can assist the process by rubbing the belly button and pushing it back in with a circular motion.
- ✓ Entropion/Ectropion (eyelids rolling in our out) are also of the common issues in the Mastiff breed and not covered by the health guarantee.

### RIGHT OF RECOVERY OR PLACEMENT

In the event the BUYER does not adhere to the requirements; all guarantees are void. The BUYER will notify the SELLER first if for any reason the BUYER no longer wants to or is unable to keep the Puppy/Dog. The SELLER shall have first right of refusal if the puppy/dog is to be sold or disposed of in any way. If the SELLER does not want to acquire the dog, the SELLER will assist the BUYER in placing the puppy if the BUYER so chooses. If first right of refusal is bypassed, BUYER agrees to pay a fee of \$2500 to SELLER. BUYER agrees that the Puppy will NOT under any circumstances be placed in a Dog Pound or Rescue Center. The BUYER will notify the SELLER of any changes of address and will maintain contact with the SELLER throughout the life of this dog.

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By signing and initialing this document, BUYER agrees that he/she understands this contract fully and understands that this contract is a legally binding agreement between BUYER and SELLER. This contract is NULL and VOID if the above dog has been spayed, neutered, or bred. It is agreed upon that in the unlikely event of legal matters pertaining to this dog/puppy and/or any breach of this contract, all jurisdiction will take place in Snohomish County, Washington. BUYER will be responsible for all costs associated with litigation due to the breach of this contract. The BUYER also agrees that any possible dispute will be worked out solely between the BUYER and SELLER and any disagreement will not be posted on Social Media. The BUYER understands that any defamation instances by the BUYER toward the SELLER as a result, may be pursued in court. Unfortunately, due to fraudulent individuals with bad motives, we must protect ourselves and our Boerboels. Our mission is to breed and work with the BUYER with the upmost integrity and in an ethical manner. We are here to provide a lifetime support regarding your Boerboel and want nothing more than longstanding relationship with our families.

### BUYERS Information:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Airport Puppy is shipping to: \_\_\_\_\_

Puppy's Name if known: **GUARDIAN** \_\_\_\_\_ (We need pup name by 10 weeks of age for registration papers).

BY SIGNING THIS CONTRACT, YOU HAVE AGREED TO ALL OF THE ABOVE TERMS. *(May be signed electronically using the adobe fill & sign app)*

BUYER Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Breeders Name: Christina & John Graff – Guardian Boerboels

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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