

BREEDING CONTRACT

NOTE: Breeding Contract refers to a Boerboel puppy/dog that is allowed to remain intact (not neutered or spayed), regardless if Boerboel puppy/dog is used in a breeding program.

Date: _____ Pick Up/Ship Date: _____

Seller/Breeder: Hidden Creek Boerboels
3750 County Road 68
Dothan, AL 36305

Buyer Name(s): _____
Buyer Address: _____
Telephone: (Home) _____ Work or Cell: _____

DOB: _____ Sex: _____

Microchip No.: _____

Sire: _____ NABBA Registration No.: _____

Dam: _____ SABT Registration No.: _____



This contract is entered into on this _____ day of _____, 2016 between _____ known hereinafter as BUYER and Hidden Creek Boerboels hereinafter known as SELLER.

The SELLER guarantees the puppy/dog to be healthy, temperamentally sound, free of any communicable disease and up-to-date on all vaccinations and deworming at the time of sale. BUYER has three working days from the date of this contract or delivery to take the Boerboel to the Veterinarian of their choice. The SELLER does not guarantee the puppy/dog against accident, acts of God, mismanagement (i.e., bloat/Gastric Dilation Volvulus, over-exercise, overfeed), abuse or neglect by the BUYER. The BUYER agrees to hold harmless the SELLER in the event the puppy dies from natural causes, acts of God, mismanagement, neglect or abuse. Environment, food, care, etc. all play a role in the structural, temperament and health outcome of any puppy/dog all of which Hidden Creek Boerboels has no control over after the puppy/dog leaves our care. I, as the BUYER, have done research on this breed and understand the health and care issues involved with owning, caring for and especially breeding Boerboels which include but are not limited to hip dysplasia or other joint disease, skin allergies, demodicosis, heart conditions, eye conditions, and any disease that could be associated with this breed. I, as the BUYER, understand that these conditions (any condition common to the South African Boerboel) are not covered under this contract or Hidden Creek Boerboels Guarantee, unless the condition is severe enough to cause death in the first year of life. The exception being all breed quality pups do receive an 18 month guarantee against Crippling Hip Dysplasia. Defects covered by our health guarantee must be certified by a licensed Veterinarian/certified specialist. A copy of all documentation and/or x-rays must be provided to seller. The dog/puppy will be replaced by a puppy of the same quality or better, free of charge. Shipping and any related cost will be the responsibility of the buyer. The dog/puppy in question must not have sired or whelped any litters and proof the dog/puppy has been spayed or neutered must be provided. Neither the sire nor dam ever exhibited any form of skin diseases or allergies. No entropion or ectropion in the sire or dam or any prior puppies from this breeding.

BUYER understands all monies whether applied to deposits or purchase price are nonrefundable regardless of circumstance. BUYER also understands all expenses related to the delivery of this Boerboel by the SELLER and any return, if necessary, are the sole responsibility of the BUYER, due and payable to the SELLER on demand. _____ (initial)

BUYER agrees this Boerboel puppy/dog (if used in a breeding program) will only be bred to Boerboels that are **SABBS** (South Africa Boerboel Breeders Society) or **NABBA** (North American Boerboel Breeders Association) appraised and registered. _____ (initial)

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

BUYER agrees to provide regular veterinary care, proper food, water, shelter and adequate companionship. BUYER also agrees to follow the recommendations of the seller on nutrition and exercise and the BUYER further agrees not to overfeed or 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, excessive playing on slippery surfaces and other activities that may cause undue stress on undeveloped joints are absolutely 100% unacceptable. The SELLER will not be responsible for any type of medical treatment for the above listed puppy/dog at any time. _____ (initial)

BUYER also agrees that this Boerboel puppy/dog or offspring will not be used for or sold to any pet shop, wholesale or retail outlet, dog agent or dealer, or dog fighting or hog catching individual or entity. _____ (initial)

BUYER agrees that this Boerboel will not be involved in dog fighting, hog catching or any animal baiting sports. BUYER also agrees to pay and understands that a five-thousand dollar (\$5,000.00) fee will be due and payable to SELLER if this Boerboel is identified as participating in dog fighting, any animal baiting sports or hog catching. In addition, the BUYER agrees to immediately surrender this Boerboel to SELLER, via AGENT or AUTHORIZED PERSON acting on behalf of SELLER. BUYER agrees to pay all costs involved in surrendering this Boerboel puppy/dog to the SELLER, AGENT or AUTHORIZED PERSON acting on behalf of SELLER. _____ (initial)

BUYER agrees this Boerboel puppy/dog 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 their sole companionship and enjoyment. BUYER further agrees that this Boerboel will be living with them full time at their main place of residence. _____ (initial)

At the time the puppy/dog is delivered or shipped to BUYER, the Seller will provide up to date health records/shot records as provided from seller's Vet. _____ (initial)

VIOLATION of any part of this contract damages the goodwill and reputation of SELLER and the Boerboel breed in general. Breach of this contract will result in immediate repossession of this Boerboel puppy/dog without reimbursement of any money to BUYER. Such repossession may be made by the SELLER or his AGENT/REPRESENTATIVE at the cost to the BUYER and is done with the full permission of the BUYER regardless of the Boerboel puppy/dog'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 puppy/dog. Further damages to SELLER or to the Boerboel puppy/dog protected under this contract could result in both civil damages and criminal liability. _____ (initial)

This contract is formed and shall be governed by the laws of the State of Alabama, and jurisdiction to resolve disputes rest solely in a court of competent jurisdiction in the state of Alabama, county of Houston. Any portion of this contract deemed illegal or unconstitutional under Alabama law will not void any other lawful portion of this contract according to Alabama law. This contract is formed with the sole intent of protecting this Boerboel puppy/dog and for the good of the South African Boerboel Breed; where possible, all interpretations should be made with this in mind. _____ (initial)

The Seller agrees to sell Buyer a breeding potential puppy for \$2,200.00 or \$2,500.00 for the pick male or female (U.S. Dollars) plus any shipping costs. The BUYER understands all monies are nonrefundable. A deposit of \$500.00 (cashier's check or money order) is due and payable upon signing of this contract. The balance is to be paid before puppy is shipped at around eight (8) weeks of age. _____ (initial)

BUYER(S): _____ Date: _____

SELLER/BREEDER _____ Date: _____
d.b.a. Hidden Creek Boerboels
SABBS MEMBER NO: 0611855
NABBA MEMBER NO: 20130036