



## BARBARIAN BOERBOELS, LLC PUPPY CONTRACT

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### WELCOME TO THE BARBARIAN FAMILY!

Thank you for choosing Barbarian Boerboels as the Breeder of your new family member. We hope that you will be more than happy with your loving and loyal companion. Our goal at Barbarian Boerboels is produce the best, world class South African Boerboels, provide top notch communication, and excellent customer satisfaction. As the breeder, we will be here for any questions you may have before, during and after the purchase of your new Boerboel (Puppy/Dog). This Contract (Agreement) is between Barbarian Boerboels (Breeder) and Buyer (Buyer) listed in Section 1 of this Agreement. Below are the details on this Boerboel Puppy/Dog purchase:

#### 1: BUYER INFORMATION:

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Shipping Method: Pick up \_\_\_ Nanny \_\_\_ Airport: \_\_\_\_\_

#### 2: BREEDING DETAILS:

Registry SABBS registration: Full Breeding Rights, unless sold as Pet Quality

Male/Female (check option): \_\_\_ Male \_\_\_ Female Pick No: \_\_\_\_\_

SIRE:

DAM:

Deposit \$1000 Paid Date: \_\_\_\_\_

##### PRICING:

Full Registration SABBS with breeding rights prices: \$5,000.00

Shipping in the USA if applicable: Varies, need to check with Nanny –\$750-\$850 within the USA. Buyer may also pick up Puppy at the STL airport or at the Breeders location. We love to meet our customers!

#### 3. WHAT WILL YOUR PUPPY COME WITH:

Tails docked, microchipped, 1<sup>st</sup> set of shots, dewormed, puppy book and unlimited support. We do not remove dewclaws due to evidence that it effects balance and may cause joint issues.

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#### 4. TERMS & CONDITIONS OF THIS AGREEMENT:

- (a) Deposit: The Non-Refundable Deposit is \$1000 and can be made securely on our website under Boerboel Puppies for sale, Zelle, Cash app, Venmo, PayPal or bank wire transfer. Payment details are below. Payment Methods: Zelle: to phone number 360-601-5743 Paula Gibson; Cash App to \$Barbarianboerboels; Venmo to @Paula-Gibson and PayPal to [barbarianboerboels@comcast.net](mailto:barbarianboerboels@comcast.net). **Friends and Family only otherwise they a 3% fee.**
- The Deposits is non-refundable under any circumstance** and is required to hold the Puppy and pick position until six weeks of age when the final payment including shipping is due. If final payment is not made by seven weeks of age, the deposit will be forfeited or moved to another litter at the Breeders discretion, cancellations at six weeks or age or after will result in a forfeiture of the deposit and removal.
- (b) Buyer understands that the breeder uses these deposits for reproductive expenses. The average cost to breed one dog is \$5,000 per litter, appraisal, health testing, progesterone testing, cultures, transcervical inseminations, ultrasounds, reverse progesterone and c-sections. Breeder is very clinical and spares no expense to ensure a successful pregnancy. However, Mother Nature will not always be cooperative. In the event a puppy of requested sex is not born; or if a planned breeding fails, only produces a small litter, or is late due to the female not starting her heat cycle on time, the stud semen quality being poor the deposit will be transferred to the next breeding of the same pair Sire/Dam (typically breeding in 4 months) or another litter if available, agreed upon by the Breeder and the Buyer. Deposits are not refundable under any circumstance.
- (c) The Buyer agrees that the deposit and or payments is not refundable for any reason and the Buyer will not even ask the breeder for a refund, rather we will work together to get you a puppy you are happy with from another breeding.
- (d) Payments: After the Deposit is received, the Breeder allows the Buyer to make payments if they wish, as long as the Buyer understands the following:
- All deposits and any payments made are non-refundable. Not for any reason, don't ask.
  - The puppy must be paid for in full, including shipping by six weeks of age, no later.
  - If final payment is not received by eight weeks of age, the contract will be canceled and voided and all payments received will be forfeited.
  - If you cancel your pup after six weeks of age, for any reason, all payments the Buyer paid to Breeder is forfeited by the Buyer. No replacement puppy will be offered.
- (e) Moving litters at the Buyers request will require a new contract and if there is a price change from the original contract, the new price adheres.  
Buyer: I understand that deposits are non-refundable for any reason.
- (f) Pick Position: When you inquire about a Puppy, we will tell you the pick position available. How this works: Pick positions are in order of deposits received. When Pups are six weeks old it is like draft day starting with the first pick choosing pup by collar color. Everyone makes selections on the day at six weeks of age.
- (g) Shipping: The Puppy will be shipped 7-8 weeks of age. If Buyer is unable to acquire the Puppy at eight weeks old due to vacation or other reasons, there will be a puppy boarding fee of \$50.00 per day, which must be paid in full prior to release of the puppy. Any puppy not acquired by nine weeks of age will result in forfeiture of deposit.
- (h) Breeder will do their best to get the color of your preference but there is no guarantee on color.

- (i) All Barbarian puppies are required to carry the Barbarian name on their SABBS registration papers, (example Barbarian Konan). All social media posts must have Barbarian in front of the Puppy/Dog name.
- (j) Buyer agrees that the Boerboel puppy is to be fed quality adult dog food (Nutromax Adult recommended) that is less than 23% protein until one year of age when the protein percentage can increase to less than 26%. Documentation of dog food purchases is required if Buyer is requesting a replacement Boerboel for any medical issues.
- (k) Under no circumstances shall this dog's ears be cropped, be used in fighting, animal baiting sports, other forms of cruelty or chained. Boerboels need attention from the family and will not do well if left alone in seclusion. If this Puppy/Dog is identified as participating in dog fighting or any animal baiting sports, the Buyer agrees to immediately surrender this Puppy/Dog to Breeder via agent or authorized person acting on behalf of Breeder. Buyer agrees to pay all costs involved in surrendering this Puppy/Dog to Breeder. Buyer also agrees that Breeder will Repossess the Puppy/Dog upon evidence of neglect or abuse at the expense to the Buyer.
- (l) Buyer understands that Boerboels do not do well in heat. They are prone to heat strokes and need to be kept indoors if temps are over 85 degrees.
- (m) Buyer understands that the Boerboel is a large dominant breed. It is the buyer's responsibility to properly socialize and train the dog. Barbarian Boerboels accepts no liability for temperament and behavior problems that may occur.
- (n) Buyer agrees and understands that he/she is solely responsible for the Boerboel Puppy/Dog and to indemnify Breeder and Barbarian Boerboels from any and all claims of liability resulting from the conduct of this Puppy/Boerboel on or after the date of this Agreement. Buyer also acknowledges that this Puppy Agreement is enforceable in a court of law, and that guarantee is non-transferable.
- (o) Buyer understands that any Puppy/Dog with black lines in the pedigree will be registered with SABBS currently and/or North American Boerboel Breeder Society (NABBA). Black Boerboels cannot be registered with the AKC.

**Buyer Signature:** \_\_\_\_\_

## 5. RIGHT OF RECOVERY OR PLACEMENT OF PUPPY/DOG

If the Buyer decides not to keep the Puppy/Dog, the Buyer agrees the Breeder will be contacted first and given first rights to the dog before ever allowing the Puppy/Dog to leave the Buyer's possession. Failure to do so will result in a \$2500.00 fine, as agreed to by the Buyer. If the Breeder and Buyer agree that the Puppy/Dog is to be sold to another person, the breeding rights are non-transferrable and will be sold as a pet. Breeding rights are given to the original Buyer only. The Puppy/Dog must be sold as a pet only and when the transfer of ownership takes place, the Buyer will notify SABBS to change the registration to PET under the new owner's name.

Buyer agrees that the Puppy/Dog will NOT under any circumstances be placed in a dog pound or rescue shelter.

## 6. BREEDING RIGHTS

- (a) The Puppy/Dog is being sold as a family pet. We do not label our Puppy/Dogs as breeding animals. Buyer understands there is no guarantee that the Puppy/Dog will pass appraisal and be breed worthy. Sometimes the smallest flaw can result in a disqualification at appraisal.
- (b) Breeding rights are for the original Buyer only and not transferable. If you sell this Puppy/Dog, it will be sold as a pet only.
- (c) Breeding the Puppy/Dog voids all applicable health guarantees.

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- (d) Breeding rights for males extend to original owner and their program only. Barbarian Males are not to be studded out to outside people or kennels.
- (e) The Buyer and Breeder agree on breeding rights (for Buyers Program only) by signed consent of this Agreement, the following criteria must also be met.
  - Puppy is 16 months old prior to breeding.
  - Puppy has passed health testing (hips & elbows and heart) according to OFA acceptable results (Mild hips and less than Grade II elbows). Those results must be sent to Breeder by email to [barbarianboerboels@comcast.net](mailto:barbarianboerboels@comcast.net) prior to breeding.
  - Puppy has been appraised by SABBS at a 75% or higher and received SABBS registration.
  - SABBS appraisal must happen prior to registration with any other registries (NABBA). Violation of this will result in a \$10,000 fine. Puppy/Dog must be appraised SABBS first.
  - The Sire or Dam you are breeding with has also met these same requirements above, been fully health tested and appraised.
  - Puppies born from the breeding are sold for a minimum of \$4000.00.
- (f) 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 environment is crucial to its quality. 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 as detailed in section 4 of this Agreement.
- (g) The Breeder retains breeding rights on each male Puppy/Dog (maximum of three breeding's). 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.
- (h) Buyer agrees that the Puppy is sold with breeding rights, however it is impossible to predict fertility or eliminate all variables when not in our care. Buyer understands that Boerboels can be difficult and expensive to breed.
- (i) Buyer agrees that cross breeding is strictly prohibited.

## 7. BARBARIAN HEALTH GUARANTEE

- (a) It is in our best interest to give you that wonderful, healthy, loving pup. In order for this health guarantee to be valid, the following conditions must be met: The Puppy/Dog remains current on all vaccinations and deworming, including all puppy shots recommended by a licensed veterinarian.
- (b) You must take your Puppy/Dog to a licensed veterinarian within three days of the date of possession for a general health check, failure to do so will result in all guarantees to be null and void.
- (c) If a serious health problem occurs the Buyer will notify the Breeder within one week of diagnosis. Written documentation must be provided from a licensed veterinarian and submitted to Breeder for review. 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. If the Breeder agrees to replace the Puppy/Dog, the replacement will be the Breeders choice from a future litter, when one is available. There is No guarantee as to the time frame of the replacement. When replacements are made, the Buyer is responsible for all transportation/shipping charges of the replacement Puppy/Dog. Breeder will only replace the Puppy/Dog with a puppy and not an adult.

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- (d) Breeder does not guarantee the Puppy/Dog against accidents, acts of God, mismanagement (i.e. bloat/Gastric Dilation/Volvulus, Carpal Valgus, Knuckling, over-exercise, overfeeding, abuse, or neglect by the Buyer. If something happens to the Puppy/Dog and the Buyer does not provide immediate emergency veterinary care, the Breeder will not be held liable. The Buyer agrees to hold the Breeder, Barbarian Boerboels harmless in the event the Puppy/Dog dies from natural causes, acts of God, mismanagement, neglect or abuse.
- (e) Health guarantees and breeding rights are extended to the original Buyer only and are non-transferrable.
- (f) Environment, food, care all play a role in the structural temperament and health outcome of the Puppy/Dog, all of which Breeder has no control over after leaves our care. Buyer agrees to always provide proper medical care, food, water, shelter and companionship. Buyer agrees to feed Puppy Nutromax protein dog food for the first year; feeding only an appropriate amount of quality dog food that is not over 23% protein unless otherwise ordered by a veterinarian for medical purposes. The Buyer agrees to follow the Breeders advice to ensure proper development and growth of said Puppy/Dog. 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. If the Breeder learns that a dog food higher than 23% is fed the first year of the Puppy/Dogs life, all health guarantee's are voided.
- (g) Breeder recommends Barbarian All in One Multivitamin Supplements for all stages of life. The Supplement support is also critical in the development of healthy joints, ligaments and tendons. Start with 1 wafer a day and build up to 5.
- (h) Buyer further agrees not to over-exercise this Puppy/Dog. Extensive exercise before the Puppy/Dog is at least 18 months of age and adequately developed is strictly prohibited. Jumping in and out of vehicles, on and off the furniture, living on concrete or hard surfaces, excessive playing on slippery surfaces and other activities that may cause undue stress on underdeveloped joints are unacceptable. Skeletal damage and impacts resulting from such are not covered in this Agreement.
- (i) Buyer agrees that this Puppy/Dog is not left to be in a crate or kennel only. This Puppy/Dog is sold with the understanding that it is to go to carefully selected owners willing to raise the Puppy/Dog as a member of the family. This is to assure proper development and maintenance of the temperament for which the Puppy/Dog was bred. Temperament issues are not covered by this guarantee as they can be caused by lack of proper socialization and training. However, the Breeder guarantees that every effort has been made to ensure Puppy/Dog has been well socialized and cared for to provide the best possible start in life.
- (j) The Buyer is aware that owning a Puppy/Dog means frequent visits to the veterinarian and understands that the Buyer is responsible for all payments as a result of veterinary care of any unforeseen issue. Buyer agrees to maintain this Puppy/Dog in good health, provide routine preventative health care including vaccinations, monthly heartworm prevention and internal and external parasites treatment as deemed appropriate by the Buyers veterinarian. Documented proof of such care will be required in the event that a replacement portion of this Agreement is to be utilized.
- (k) All Barbarian Boerboel puppies receive an 24 month guarantee against crippling/severe hip dysplasia. Boerboel Puppies, especially large males frequently have growing spurts which cause very loose wobbly walking and then as they grow things tighten up. Any hip issues must be certified by the Orthopedic Foundation for Animals (OFA) as Severe. It is very common for Boerboels being such large dogs to have an OFA rating of Mild and they never have any issues. 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.

- (l) In the event the buyer does not adhere to the requirements; all guarantees are void. The Buyer will notify the Breeder of any changes of address and will maintain contact with the Breeder throughout the life of this dog.
- (m) Breeder takes every precaution when considering health and the mating of dogs but cannot foresee the future. Breeder 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.
- (n) The health guarantee portion within this Agreement is null and void if the Puppy/Dog has been physically altered in any way (ears cropped, spayed neutered or bred).

By signing this Agreement, Buyer agrees that he/she understands this Agreement fully and understands that this Agreement is a legally binding agreement between the Buyer and Breeder. The Breeders mission is to breed and work with the Buyer with the upmost integrity in an ethical manner. The Buyer also agrees that any possible dispute will be worked out solely between the Buyer and Breeder and any disagreement will not be posted on social media. The Buyer understands that any defamation instances by the Buyer toward the Breeder as a result, may be pursued in court. The Buyer accepts and understands that any case will be filed and heard in the court of Clark County, Washington. Buyer understands that we are very easy to get along with, and do business with absolute integrity, however due to fraudulent individuals with bad motives, we have to protect ourselves and our boerboels. We are always available for questions regarding your boerboel Puppy/Dog for life and we want to have a longstanding relationship with all of our customers. That is most important to us.

This Agreement may be signed electronically.

**Buyers Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

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