

Welcome To The So Cal Boerboel Family

This is our Deposit and Sales Agreement Form: You will need to Email us a filled-out copy of This **"Deposit and Sales Agreement**" with all Your information filled in the blanks with your deposit.  We will Email you copies of all forms for your records. All dogs are sold as pets only. So Cal Boerboels reserves rights of 1st pick out of any litter. We will not reserve a Puppy until the deposit and this Agreement is signed and received and cannot guarantee that a Puppy will be available at that time.

**Puppy Deposit and Sales Agreement** **ON THIS DATE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

So Cal Boerboels (Seller) has agreed to sell and the below named (Buyer) has agreed to buy one AKC limited Registered BOERBOEL Puppy or SABBS registered for the Purchase Price named below, under the terms in this Agreement and described as follows:

**SELLER:**

 So Cal Boerboels

Tara Byron & Dustin Brannen

31611 Pace Lane, Indio Hills, CA, 92241

**BUYER:**

Name:

Address:

Phone:

Email:

**PUPPY BEING SOLD**

Dam:

Sire:

Sex of Puppy:

Pick Number:

DOB:

**PURCHASE PRICE**

The Purchase Price of each Puppy is 2200.00USD

Part of the Purchase Price will be paid immediately with this Agreement as a Deposit to guarantee that Seller will hold the Puppy for pick-up or delivery to the Buyer on the below specified Delivery Date.

The Balance Due will be paid in full by Zelle or cashiers check when the puppy turns 6 weeks or cash on the day of pick up Puppy MUST be paid in full before it leaves our property, if puppy is being picked up Buyer must pay remaining balance by either cash or cashier’s check **(NO PERSONAL CHECKS will be accepted on pick-up date ALL personal checks must clear the bank before puppy is to leave our** **property which usually takes 2 weeks**). This Purchase Price does not include any Delivery Charge (if any) which is calculated separately

**DEPOSIT** (Surety of Action Deposit) in the amount of 500.00\_USD is required to hold these Puppies for the Buyer until date of pick-up or Delivery of Puppy. Balance MUST be paid in full by 6 weeks of age or cash on the date of personal pickup.  **There are no refunds on Deposits**, unless otherwise agreed here in writing. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the Puppy to some other Buyer and retention of the Deposit is meant to compensate Seller for his possible loss. We will move the deposit to a future litter if there is a reason you can not get the pup at that time. But your decision to move your deposit to a future litter must be done by the time the puppy turns 6 weeks or you will lose your deposit.

**This deposit signifies the intent on the part of the Buyer to follow through with the Purchase of this Puppy. Buyer understands that this is a NON-REFUNDABLE By signing here you understand our purchase price and nonrefundable deposit**

**Signature & Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The Seller reserves the right to void this contract and transaction if we learn of any reason why Buyer might not be suitable for the puppy  (i.e. Buyer is found to be an animal abuser, violent person, representative of a Pet Store, representative of a pharmaceutical research laboratory, animal broker, breeder etc.) .

If through some tragic accident, the Puppy were to die or otherwise be seriously injured before it goes to its new home then, of course, the deposit will be returned to the Buyer; unless the Buyer wishes to apply the Deposit to another Puppy, if one is available, or to a puppy from the next available litter.

**SHIPMENT OF PUPPY**

We can ship a puppy at additional cost to the buyer. We do deliver Puppies by air or by a ground ship in the United States or you can pick your puppy up at Windy Hills Ranch! Remember Shipping cost will include flight, crate and vet visit for documentation to fly. Ground shipping will include crate and transportation cost.

**DELIVERY DATE**

This Puppy will be available for the Buyer to pick up personally at Windy Hills Ranch/ So Cal Boerboels on this day  \_\_\_**\_\_\_\_\_\_\_\_\_.** This date is based on our estimation of when the puppy will be naturally weaned and ready to leave its Mom. Typically, our puppies stay with their Moms at an absolute minimum of 8 weeks of age. NO EXCEPTION. If we feel that the pups are not ready to leave at 8 weeks they may be kept for additional time not to exceed 12 weeks.

If the Buyer is not able to pick up the puppy on the stated Delivery Date, we will be glad to continue caring for the Puppy for a reasonable time-limited to 14 days unless otherwise arranged, but we will add a charge of $20 per day for boarding for every day after the scheduled pickup date.

**PUPPY COMES WITH:** Tail docked, dewormed 2,4,6,8 weeks, 1st set of vaccinations, paper work from vet that the puppy was health checked, AKC microchip implanted and tag, Registration/Birth Certificate

**HEALTH GUARANTEE & CARE FOR PUPPY**

The Seller, So Cal Boerboel, guarantees Your Puppy to be free from infectious diseases for 7 days after the puppy leaves our premises. Buyer agrees that he /she has done research on the breed and /or has experience with the breed and understands the health and care issues that come with owning and caring for a boerboel, including  but not limited to hip and elbow dysplasia or other joint diseases, eye conditions, skin allergies, heart conditions and any other issue that can be associated with this breed.

Buyer agrees and understands he or she is solely responsible for the boerboel puppy/dog and agrees to indemnify and hold harmless So Cal Boerboels from any and all claims of liability resulting from the conduct of this boerboel from the date of this contract forward. Buyer agrees that So Cal Boerboels will not be responsible for any type of medical treatment for this boerboel puppy/dog at any time. Hip and joint problems can be caused by or influenced by overfeeding, improper diet, failure to maintain proper weight, failure to provide sufficient exercise, over-exercising or improper exercising which would be out of your control as well as, slippery flooring i.e. hardwood, laminate. The purchaser should take great care in bringing up the Puppy. The Puppy should not be allowed to jump from great heights taller than himself (for example avoid jumping off a porch or out of a truck), or run up and down stairs or do a lot of running and sliding on slick surfaces or be subjected to strenuous exercise. Before a pup reaches about age 15 months, his tendons are not strong enough to bear weight from impact lax tendons allow the head of the hip bone to bang into the hip socket causing trauma to cartilage and bone. This can cause hip dysplasia and elbow problems. Seller will not be responsible for this kind of damage.

We do not guarantee temperament. We bred only from dogs that have demonstrated great stable temperament. All our Puppies are temperament tested and sound when delivered. We take great pains to provide a secure, loving environment for our Puppies from birth and provide daily proper socialization. After Delivery, the responsibility is on the Buyer to provide a good environment with proper socialization. It is the Buyer’s

responsibility to keep the Puppy free from harm and bad interactions with other people, dogs and animals. Any negative exposure of the puppy to a bad experience with other dogs or people can cause lasting effects. Be gentle with your Puppy and use Positive Reinforcement (Praise him when he does “good”) to train him.

The Buyer agrees to continue providing regular socialization for the Puppy after the pup is fully vaccinated. The purchaser agrees to provide a safe environment. We do not consider

a rope or chain tie out or letting the Puppy run wild to be safe or appropriate. In fact, this is considered abusive and Buyer and Seller agree that this is grounds for the Puppy to be repossessed by Seller with no refund of purchase price.

Seller will provide Buyer with a puppy that leaves So Cal Boerboels at Windy Hills Ranch clean; in good general health and that has no known physical defects. Deworming and first immunizations will have been completed and detailed in writing. It is generally recognized that intestinal parasites (worms etc.) are common in puppies, and are a part of a puppy’s early development but we will make every effort to prevent parasites. Often, however, the stress of change and travel can cause intestinal parasites to emerge. Buyer agrees to continue parasite testing and treatment (if necessary) with their veterinarian.

Buyer agrees that he/she will take their puppy to their veterinarian within 2 days of receiving the Puppy for examination, testing for worms, treatment for worms, obtain prescription for Heartworm prevention and Frontline/Advantage flea control and to schedule ongoing immunizations as recommended. If the purchaser’s veterinarian finds the puppy to be in poor health, the veterinarian’s written description of the problems must be provided, dated within 72 hours of the date the Buyer received their puppy.With documentation by veterinarian, that is dated within 72 hours of Buyer’s receipt of the Puppy, that shows serious untreatable infectious illness or genetic defect which is sufficiently serious in the opinion of two qualified veterinarians, at least one of whom is selected by the Seller, to warrant euthanasia of the dog, Buyer will be given a replacement Puppy from the Seller’s next available litter. **Transportation costs (if any) will not be refunded and are not included in this guarantee. Expenses of treatment, exams and tests are the financial responsibility of the Buyer.** Failure to have the puppy examined by a vet within 2 days of the date the puppy is delivered to Buyer or if Buyer fails to provide required immunizations, treatment for deworming, will mean that this health guarantee will be **VOID**.

Buyer agrees to keep their puppy at home and away from other dogs, public places, parks and will use care in allowing others from outside their home to pet or touch the puppy.

This is to protect the puppy from exposure to parvovirus and other infectious illnesses. New owners will Not enroll the puppy in obedience training classes until all immunizations are completed – usually at 18-20 weeks of age, per the veterinarian’s schedule.

**AGREEMENT**

Under no circumstance will this boerboel 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 So Cal Boerboels.

None of our dogs may be used in any breeding program (male or female). There will be a 10,000 USD fine if we find out you are breeding or using a male as a stud dog .

**RIGHT OF RECOVERY OR PLACEMENT**

Should the Buyer find themselves unexpectedly in a circumstance where death or other loss prevents them from being able to properly care for the Puppy, Buyer agrees that So Cal Boerboels will be contacted first and given first rights to the Puppy. If the dog is to be sold, Seller Tara Byron will be given right of first refusal. Buyer agrees that the Puppy will NOT under any circumstances be placed in a dog pound or rescue center. This provision is to ensure that the Puppy will not end up homeless or destroyed.

**SABBS Registration**

SABBS BIRTH CERTIFICATE CAN TAKE UP TO A MONTH TO RECEIVE AFTER PICK UP DATE OF PUPPY. SABBS REGISTRATION WILL BE EMAILED TO YOU AS SOON AS WE RECEIVE IT. DOG NAMES MUST BE DECIDED AS WELL FOR ME TO SEND OFF FOR YOUR REGISTRATION.

**AKC REGISTRATION IF APPLICABLE**

 AKC Registered litter number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Puppies may be sold under limited AKC registration.  This means your puppy will be registered with AKC and you will receive limited registered paperwork and certificate.

However, if you should breed your new Boerboel, NONE of the resulting puppies will be registrable.

**GENERAL:** This written Agreement contains all of the terms of this Puppy Deposit and Sales Agreement. No refunds will be given, all deposits are non-refundable and all sales are final. To ensure that the Buyer can immediately reserve the Puppy of their choice, Buyer and Seller agree that this Agreement is in full force by Email exchange of completed copy of this agreement between Seller and Buyer. All disputes are subject to resolution in the Seller’s domicile: Desert Hot Springs, CA

Buyer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_