

KYS BOXERS

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INTRODUCTION

KYRONBURRELL@KYSBOXERS.COM

#1

 This agreement is between **BURRELL, KYRON** and **KYRON BURRELL SR.**

ANIMAL INFORMATION

Name: APOLLO
Sex: Male
Date of Birth: Aug 27, 2016
Color: FLASHY REVERSE BRINDLE
Microchip: 956000005570409
Dam: LAILA ALLI BURRELL — AKC: WS40940904, CKC: BX-04818468
Sire: STALLONE VAUGHN BURRELL — AKC: WS49353901, CKC: BX-04839322

PURCHASE PRICE & DEPOSIT

Purchase Price: \$2,750.00
Deposit: \$500.00
Flight, Crate & Transport: \$500.00
Total Balance Due: \$2,750.00

CONDITIONS OF SALE

TERMS AND CONDITIONS

1. Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:
(a) Buyer fails to complete the purchase of the Dog for any reason, or
(b) Buyer fails to pay the balance of the Purchase Price within three (3) days of the agreed delivery date.
In either event, Seller shall be free to sell the Dog to another party. In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer’s deposit will, at Buyer’s option, be either (i) refunded, or (ii) transferred to the next litter of puppies.
A boarding fee of \$25.00 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.
2. Transfer of Ownership and Registration Upon payment in full of the Purchase Price, Seller (at Seller’s sole cost) shall promptly take all actions required to officially transfer co-ownership and registration (if any) of the Dog to Buyer. AKC limited standard registration with 3 generation pedigree and full CKC standard registration are included in purchase price. Full AKC registration add an additional \$500.00 to the cost of the puppy.
3. Seller’s Representations and Warranties Seller represents and warrants to Buyer that:
(a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
(b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.

c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.

(d) The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 3 days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the Dog is found to be in poor health by a licensed veterinarian, then the Buyer must seek a second examination from another independent licensed veterinarian at their expense to confirm said poor health. Buyer may return the Dog, with written statements from both the veterinarians, and receive a comparable puppy in the next available litter. Failure by Buyer to have the Dog examined within the 3 day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void. Buyer is responsible for all shipping cost in the event the buyer returns puppy to the breeder and for shipping cost to ship any future replacement puppies.

(e) We warrant and guarantee your boxer puppy against genetic defect for 3 years. If genetic defect is found to exist by a licensed veterinarian, the buyer must seek a second opinion from a licensed independent veterinarian at the Buyer's own expense. If found to exist a genetic defect from 2 licensed independent veterinarians, the Buyer may return at his/her own expense the puppy to the Breeder to be examined by the Breeder's veterinarian at Breeder's expense. If Breeder's vet agrees with the other 2 licensed vet's then buyer will be entitled to a full refund or replacement puppy. If Breeder's vet disagrees then Buyer may receive the next comparable available puppy.

(f) This Guarantee does NOT cover Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft palate, umbilical hernia, dermatitis, demodetic mange, and or any general common puppy illness. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the boxer breed, and understand the many health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.

(g) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer unless the Dog's return was a result of any misrepresentation on the part of Seller with respect to the Dog's health.

(h) Your new puppy will go home with his/her tail docked, dew claws removed, with the first two sets of vaccination shots, a health certificate dated within 3 days of the scheduled pick up, a 30 lb bag of dog food, a crate if shipping by air, AKC and CKC registration paperwork, and a visa/mc for \$50 for the rabies shot and 3rd vaccination shot. You will also get a host of do's and don'ts with your new puppy. And as always the benefit of my 25 years of breeding experience.

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

5. Buyer's Representations

Buyer represents to Seller that:

(a) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.

(b) Buyer will keep the Dog in an enclosed area of adequate size, and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.

(c) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).

(d) Buyer is not acting as agent for any other person or business in the purchase of the Dog.

(e) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.

(f) In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

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

7. Limitation of Action Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year 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 the State of Illinois. All parties agree that for the purpose of this contract all disputes shall be heard in the the jurisdiction of 21st Judicial Circuit in Kankakee County, Kankakee, Illinois 60901. Any part of this contract deemed unenforceable shall not deem any other part of this contract unenforceable in part or in whole.

9. Entire Agreement

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

BUYER	SELLER
BURRELL, KYRON	KYRON BURRELL SR
Date:	Date: