Beach Ave Boxers

Purchase Contract

This agreement ("**Agreement**"), dated as of ______, 20____, 20____, the "**Effective Date**"), is between Beach Ave Boxers ("**Breeder**"), and ______ ("**Buyer**"). The subject of this Agreement is the below-described puppy/dog ("**puppy/dog**").

Puppy/Dog:	Parents:
Registry: Registered Name:	Dam: Dam's D.O.B: Dam's Registration #:
Registration #:	Sire:
Sex: male / female	Sire's D.O.B:
D.O.B.:	Sire's Re <mark>gistra</mark> tion #:
Microchip #:	

The Breeder and Buyer agree to the following:

Purchase Price. The full purchase price of \$2,200 ("**Purchase Price**") is agreed with the balance due in full before the puppy/dog is delivered to the Buyer or upon Buyer's pickup of the puppy/dog. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Payments electronically via PayPal, Zelle, or with cash. All payments are due prior to Buyer's possession of the puppy/dog.

Registration. The puppy/dog is a purebred Boxer registrable with the American Kennel Club and is being sold with limited AKC registration (unless breeding rights have been discussed and included). Breeder agrees to provide Buyer with completed AKC registration certificate, proof of pending completed AKC registration, or AKC pre-registration packet at the time of pickup or delivery. The latter two options will result in registration certificates arriving directly to Buyer's address. Litters resulting from a foreign stud can take longer to process with the AKC. Buyer will be provided with proof of AKC registration and status regardless.

Registration continued. Full registration (breeding/conformation rights) is available for no additional fee to approved homes only with the agreement of the immediate following terms set forth under "Breeding Rights." Check here to select full registration—

Breeding Rights. (Initial or mark N/A)_____ If full registration (conformation/breeding rights) has been selected and the following terms have been agreed to, the Buyer has permission to breed this puppy/dog and abides by the following: 1) Buyer agrees not to breed prior to 18 months of age, and if buying a female puppy/dog, not until at least a bitch's second heat. _____ 2) Buyer agrees to verify an absolute minimum of DM [Degenerative Myelopathy] genetic risks for any potential mates prior to breeding and to never breed at-risk dogs together to prevent any at-risk puppies. (Never breed two carriers or at-risk dogs.) _____

Unauthorized Breeding. Breeder prohibits the breeding of this puppy/dog if breeding rights have not been given in this contract or if terms agreed upon under "Breeding Rights." have been violated. If at any time the puppy/dog has produced any offspring in violation with this agreement, Breeder is entitled to immediate repossession and ownership of said puppy/dog and all of Breeder's warranties/obligations set forth in this Agreement will become null and void. Violation of this term subjects Buyer to a \$2,200 fine, as well as up to a \$2,000 fine per resulting offspring of any unauthorized breeding. The reason for this clause is to protect our bloodlines and promote responsible breeding.

> Breeder's Obligations. Breeder represents and warrants the following:

<u>State of Health</u>. The puppy/dog was previously examined by a licensed veterinarian and was found to be in good health at that time. The puppy/dog has had age-appropriate vaccinations/dewormings and health records have been provided to Buyer. Buyer must have the puppy/dog examined by a licensed veterinarian within 3 days of receiving the puppy/dog for the Health Guarantee to be valid.

<u>Health Warranty</u>. Breeder provides a two-year warranty from the puppy/dog's date of birth against any debilitating or life-threatening congenital conditions. Terms and coverage are provided in the Health & Buy-Back Guarantee and a copy of the guarantee has been provided to and reviewed by the Buyer.

<u>Refunds</u>. Both partial and full refunds are available if a puppy/dog is found to suffer from life-threatening congenital defects within the first two years of life. Details and terms are outlined in Beach Ave Boxer's Health & Buy-Back Guarantee. Buyer has been provided a copy and agrees to the terms of said guarantee for terms within to be valid and to be eligible for refunds. Refunds for alternate reasons not pertaining to health are not guaranteed but may be offered at Breeder's discretion.

<u>Support</u>. Breeder agrees to provide ongoing lifelong support and guidance to the Buyer concerning the raising and care of the puppy/dog to the best of their ability.

> Buyer's Obligations. Buyer agrees to the following:

<u>Proper Care</u>. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing, protection from the elements, a safe exercise area, basic training and manners, necessary medical care, supervision around children, and proper and sufficient nutrition.

<u>Veterinary Care</u>. Buyer will provide routine vaccinations and/or titer, routine prevention for internal and external parasites, routine wellness exams, and any and all necessary medical attention/treatment by a licensed veterinarian throughout the puppy/dog's life.

<u>Exercise</u>. Buyer agrees to provide adequate exercise, but no forced exercise (such as jogging) until the puppy/dog is fully grown or the activity is approved by a licensed veterinarian. This includes the avoidance (to the best of their ability) of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself until maturation.

<u>Training</u>. Basic training in obedience and manners is required. It's your choice as to whether this is self-training, private lessons, online classes, or group lessons, but it's your responsibility to make sure your puppy is taught how to navigate appropriately in the human world and be a good canine citizen. Despite their intelligence, they'll need your guidance on what you expect and how to act appropriately.

<u>Sale Prohibition</u>. Buyer agrees neither the puppy/dog, nor any resulting progeny, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house, or pet store. No exceptions.

<u>Rehoming</u>. This puppy/dog is **NOT** to be rehomed or resold without the express written consent of Beach Ave Boxers. If for whatever reason the puppy/dog is not a good fit for Buyer's home, please contact Breeder immediately for assistance. We don't want our dogs ending up in shelters; contact us and we will help without any judgment. Breeder has explicit first right or refusal to the puppy/dog and will assist in finding a suitable home if necessary. Breeder requires to know the contact information for any new family. Breeder will resume possession and ownership of the dog/puppy if a proper home cannot be found otherwise. Additional details including refunds/compensation are outlined in the Health & Buyback Guarantee.

<u>Spay/Neuter Clause:</u> Breeder doesn't require the spay/neuter of the puppy/dog. Should the Buyer choose to spay/neuter their dog, Breeder prohibits sterilization prior to 12 months of age unless deemed medically necessary or critical for household management (ex. behavioral issues, other intact animals, hernias, etc) by a licensed veterinarian. This clause is in place with the specific intent to avoid health implications that directly correlate to pre-mature sterilization such as hip dysplasia, cancer, torn ligaments, incontinence, and more. **Spays or neuters prior to 12 months outside of medical necessity will void the health guarantee portion of the Health & Buyback Guarantee.**

<u>Ongoing Communications.</u> Buyer agrees to maintain contact with Breeder regarding the puppy/dog at least twice each calendar year and to reply promptly to inquiries about the puppy/dog from Breeder. Buyer agrees to inform Breeder of any titles completed by the puppy/dog as determined by the AKC or other registries and inform Breeder of any major change in the health or temperament of the puppy/dog throughout the puppy/dog's life.

> Additional Provisions. Buyer and Breeder agree to the following:

Mistreatment Zero Tolerance Policy. If the Breeder feels the puppy/dog is not getting proper care or treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such a veterinarian finds the puppy/dog to be a victim of mistreatment, abuse, or neglect, Breeder has the right to take full immediate possession/ownership of the puppy/dog, registration, and ownership. In this event, Buyer shall not be entitled to any refunds, reimbursements, or compensation. In this event, Breeder is immediately relieved of any and all prior obligations. No exceptions. We have a zero tolerance policy for animal abuse. Zero.

Agreement to Mediate. If a dispute arises out of or relates to this Agreement or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. Both parties agree to settle any disputes outside of social media as to refrain from slander, libel, defamation, or disparagement of either party.

Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the conflicts of laws provisions thereof.

Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein (with the exception of a Guardian Home addendum if applicable). No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. This Agreement may be executed by electronic signature and shall have the same force and effect as an original signature. Buyer's breach of any included policies or obligations results in immediate termination of all Breeder's obligations relating to Buyer and/or the puppy/dog. In the event of Buyer's breach of contract, all warranties and guarantees provided by Breeder are considered null and void. In the event of Buyer's breach, the Breeder is entitled to immediate repossession of the puppy/dog and/or a fine up to the original purchase price (whatever the Breeder deems appropriate and amount at their discretion). By signing below, Breeder and Buyer have executed this Agreement and agree fully to the terms set therein effective as of the Effective Date.

BREEDER:	BUYER:
Beach Ave Boxers	Name:
125 Beach Ave	Address:
Edgerton, WI 53534	
608.618.1288 / <u>beachaveboxers@gmail.com</u>	Phone/Email:
Signatures:	