

## Proffer's Kennel

HC 64 Box 4660  
Marble Hill, MO 63764  
Phone: 573-238-3470

### Breeding Quality Puppy Contract

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

between \_\_\_\_\_ known herein after as buyer, and Randy

Proffer herein known as seller. This contract is for the purchase of a breeding quality

puppy from Sire: \_\_\_\_\_ and Dam: \_\_\_\_\_.

The sex of the puppy shall be: \_\_\_\_\_ and the date of whelp is: \_\_\_\_\_.

The purchase price of the above stated puppy is: \$\_\_\_\_\_.

The seller guarantees this puppy to be healthy and up-to-date on all shots at the time of purchase, delivery or pick-up by the buyer. The seller does not guarantee the puppy against Acts of God, accidents, abuse, neglect or conditions brought on by the buyer. The buyer agrees not to over-feed the puppy stated above and agrees to provide medical attention and routine vaccinations as needed for the above stated puppy. Buyer agrees not to over-exercise the puppy and to follow seller's recommendations regarding nutrition and exercise. Buyer acknowledges that if the above stated puppy is not properly cared for or if the seller has evidence the above stated puppy has been abused, neglected or in any way not properly cared for, ownership of the above stated puppy returns to seller and the seller may without breach of peace claim the above stated puppy in person or by agent. In case the ownership returns to seller, the seller may take possession of the above stated puppy at any time in person or by agent without the consent of the buyer. The seller guarantees that the above stated puppy is healthy and will have breeding quality hips or better. Seller guarantees the puppy to be up-to-date on all shots at the time of delivery or pick-up. The seller agrees that in the event the pups' hips are not 2-2 (moderate) or better by the age of two (2) years in accordance with South African hip testing method, the buyer is entitled to a replacement puppy or half the purchase price of the puppy at the earliest possible convenience of the seller. The hips must be documented by a licensed veterinarian and x-rays must be submitted to the seller. The first set of x-rays are due at the age of 6 months and the buyer acknowledges that the x-rays must be done in the position known as the Kerburger or South African view. The reason for this is that there are actually two (2) views taken; one similar to the OFA view bottom side and two, the topside which is actually where most of the time the actual wear and tear begins. The buyer acknowledges that the second set of hips tests be done at no more than 18 months of age and must be done again in the Kerburger or South African view or testing method.

The buyer acknowledges that all medical costs are at the buyer's expense and the seller assumes no responsibility for the medical costs regarding the above stated puppy nor does the seller have any responsibility with regard to hip testing and/or appraisal fees. The buyer further agrees not to breed with this puppy until the age of at least 14 months and agrees not to breed with the dog until it has been hip tested and appraised with South African Boerboel Breeders Society (SABBS). The buyer may have the puppy appraised by any organization of their choice but the seller will recognize no appraisal score other than that from South African Boerboel Breeders Society (SABBS). The buyer agrees that if the puppy is to leave their ownership it must be returned to seller at no cost to the seller. If the seller chooses not to accept the puppy, it is the responsibility of the owner to sell the puppy. At the time of re-sale or change of ownership the contract between seller and buyer become null and void. Seller will assume no responsibility upon resale of above stated puppy. **The buyer also agrees *not to bite train this puppy or use the puppy for any type of blood sport activities such as hog fighting, etc.*** The seller guarantees the puppy stated herein to be breeding quality and to appraise with South African Boerboel Breeders Society (SABBS) from the age of 14 months at a minimum of 75%. The buyer acknowledges that any and all legal fee and/or travel expenses for the seller regarding the enforcement of this contract will be at the buyer's expense and that the judicial jurisdiction is Bollinger County, Missouri. Buyer further agrees that if the puppy stated herein is bred to ***another breed of dog*** by accident or intent all guarantees of this contract will be null and void.

The buyer acknowledges that this contract is legally binding and understands and fully agrees to all terms and conditions listed herein by the buyer. By signing this contract the buyer agrees to abide by all terms and agreements made herein.

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

\_\_\_\_\_ Date \_\_\_\_\_  
Seller: Randy G. or Robin E. Proffer