

BIMBERG BOXERS

OWNERSHIP AGREEMENT FOR COMPANION QUALITY BOXER

The following agreement is between:

Bimberg Boxers

AND

Buyer: _____

Address: _____

Phone: _____ Email: _____

Registered Name: _____

Registered Sire: _____

Registered Dam: _____

Sex: _____ DOB: _____ Color: _____

CKC Registration: _____ Microchip: _____

Buyer Initials: _____

BIMBERG BOXERS

OWNERSHIP AGREEMENT COMPANION QUALITY BOXER

This agreement (the "**Agreement**"), dated _____ is made between Bimberg Boxers (the "**Breeders**") and _____ (individually, jointly, or collectively, as applicable, the "**Buyer**") to purchase the animal referred to on page 1 of this Agreement (the "**Dog**") for the purchase price of \$ _____ subject to the following terms, conditions and warranties:

1. REGISTRATION PAPERS

- a. Breeders' litters are Canadian Kennel Club ("**CKC**") registered, and all paperwork and fees associated with CKC transfer of ownership will be paid for by the Breeders.
- b. As a companion quality boxer, the Dog will be registered as "limited" with the CKC. This means the Dog is ineligible for breeding or registering any offspring produced by the Dog.

2. HEALTH GUARANTEE

- a. The Breeders warrant and guarantee that, to the best of their knowledge, the Dog is in good health at the time of purchase.
- b. Notwithstanding the foregoing, the Buyer must have the Dog examined by a licensed veterinarian within 72 hours of taking possession of the Dog. If during the first 72 hours, the Dog's health is found to be unacceptable, the Breeders will accept the Dog back and refund the full purchase. If applicable, at the time the Dog is returned, the Buyer shall return the registration papers correctly signed.
- c. If within 72 hours of taking possession of the Dog, the Dog is found to have been mistreated, neglected, injured or otherwise physically altered by the Buyer, Buyer shall immediately return the Dog to the Breeders and no refund shall be given.
- d. The Breeders guarantee the Dog will not die under the age of five (5) years from any of the following diseases:
 - i. Subaortic Stenosis (SAS);
 - ii. Arrhythmogenic Right Ventricular Cardiomyopathy (ARVC);
 - iii. Hip Dysplasia;
 - iv. Cancer; or
 - v. Thyroid related illnesses.
- e. Should the Dog die under the age of five (5) years due to any of the ailments set forth above in subsection (d), Breeders shall provide the Buyer with a replacement puppy of similar quality at the Breeders' earliest opportunity.
- f. Should the Buyer deviate from the regime of care set forth in section 3, the five (5) year guarantee set forth above shall be null and void.

Buyer Initials: _____

3. DIET, VACCINE, EXERCISE PROTOCOL

- a. The Breeders require that Buyer adhere to the following:
 - i. The Dog shall be raised on either (A) a biologically appropriate raw food diet, or (B) a processed Dog food of a brand recommended by the Breeders;
 - ii. If male, the Dog will not be surgically sterilized before eighteen (18) months of age, except in the event of life-threatening circumstances as diagnosed by a licensed veterinarian. If female, the Dog will not be sterilized before eight (8) months of age, although sterilizing after one (1) heat cycle is strongly recommended;
 - iii. The Dog shall only regularly receive light-to-moderate exercise before the age of twelve (12) months, as heavy exercise is not recommended before the age of eighteen (18) months;
 - iv. The Dog shall be enrolled in and regularly attend (A) a puppy obedience class before the Dog reaches six (6) months of age, and (B) a basic obedience class, or such alternate training class as approved by the Breeders, before the Dog reaches twelve (12) months of age; and
 - v. The Dog shall receive vaccinations in accordance to the individualized vaccination plan provided by the Breeders (**Schedule "A"**).

4. TITLES

- a. Buyer shall email the Breeders, for administrative and record-keeping purposes, copies of any conformation or working titles/certificates the Dog receives.
- b. The Breeders agree to pay the Buyer a \$50.00 rebate in the event the Buyer and the Dog obtain any titles/certificates from a recognized kennel or working dog club including, but not limited to, the CKC and American Kennel Club. In order to receive a rebate, Buyer must provide Breeders with a copy of the certificate verifying completion of the title.

5. RETURNING THE DOG

- a. Buyer has a period of fourteen (14) days upon purchase of the Dog to return the Dog for a full refund of the original purchase price, minus transportation costs, if the Dog is returned in the same condition it was purchased in. Should the Dog not be in the same condition, the Buyer shall be refunded the original purchase price of the Dog minus any medical or other costs associated with restoring the Dog back to the state of health and wellness it was in upon the date of purchase.
- b. Buyer acknowledges that the Dog carries the name "Bimberg" in its name or within its registration or pedigree, and that the improper care, breeding, or handling of the Dog could cause irreparable injury to the reputation of the Breeders. It is therefore agreed and understood between all parties that if the Buyer can no longer keep, or should desire to dispose of, the Dog for other than purely humane reasons, the Breeders shall have the unqualified right to reacquire title to and possession of the Dog. In such event, at the time the Dog is returned to the Breeders, Buyer shall return the registration papers correctly signed. Prior to the return of the Dog, Buyer agrees to provide the Breeders with a current health certificate from a licensed veterinarian. Furthermore, the

Buyer Initials: _____

Breeders (i) shall have the absolute right to demand rescission of any transfer in violation of this paragraph, (ii) shall be entitled to immediate return of the Dog, and (iii) shall be recorded by the CKC as the only owners upon the Dog's registration.

6. BREACH OF CONTRACT

- a. It is stipulated that in the event Buyer fails to comply with any of the terms or conditions outlined herein this Agreement, the Breeders shall have the absolute right to demand return of the Dog, upon the occurrence of which Buyer shall immediately return the Dog to the Breeders. In such an event, Buyer shall forfeit all monies paid to the Breeders, immediately sign over the Dog's registration papers to the Breeders, and take whatever other actions are required to effect the return of the Dog in both title and possession to the Breeders.
- b. It is agreed that should any legal action result from breach of this Agreement, the party so breaking the Agreement shall bear all legal costs, attorney's fees and expert's fees incurred by the prevailing party. Further, regarding any breach or anticipated breach of this Agreement, the Breeders shall, in addition to any other rights granted hereunder, have the right to seek an injunction from a court of competent jurisdiction to enforce the provisions of any paragraph herein. It is further agreed that any puppies produced as a result of any breeding conducted in violation of this Agreement ("**Inviolate Breeding**"), whether described as planned, intentional, or accidental, and conducted by natural or artificial means, such Inviolate Breeding shall not be registered by CKC or any other dog or animal registry, and the Breeders shall be entitled to damages in the amount of \$5,000 per puppy produced.
- c. This Agreement shall be binding upon both parties and their respective assigns, successors, personal representatives and executors, and is governed by the laws of the Province of Alberta and the federal laws of Canada. Any dispute which may arise in relation to this Agreement shall be brought in the courts of Edmonton, Alberta, Canada. Buyer expressly waives any and all objections to jurisdiction and venue.
- d. In the event any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this Agreement is judicially determined to be invalid or unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this Agreement will, wherever possible, be interpreted so as to sustain their legality and enforceability.

7. HOLD HARMLESS AGREEMENT

Buyer agrees to assumes full liability for, and to indemnify, release and hold harmless the Breeders from and against, without limitation, any and all liability, damages, or injuries, whether physical, mental, emotional or economic, caused either directly or indirectly by the Dog to any person, whether actual or legal, or to any property, whether real or personal.

Buyer Initials: _____

8. INSURANCE

Within thirty (30) days of receiving the Dog, Buyer will obtain, and provide Breeder proof of obtaining, pet health insurance with respect to the Dog, which shall be of a quality, both in terms of insurance provider and coverage, that is acceptable to Breeder, acting reasonably.

9. ACKNOWLEDGEMENT OF TERMS

Buyer agrees to purchase the Dog under the foregoing warranties and conditions. NO OTHER WARRANTIES OR CONDITIONS ARE EITHER EXPRESSED OR IMPLIED OTHER THAN THOSE EXPLICITLY SET FORTH HEREIN THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT (I) EACH HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, (II) HAVE HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT, AND (III) HAS AGREED TO SIGN THIS AGREEMENT VOLUNTARILY.

BIMBERG BOXERS

DATE

BUYER

DATE

Buyer Initials: _____



Companion Animal Vaccines
And Immuno-Diagnostic
Service Laboratory - CAVIDS
University of Wisconsin-Madison
School of Veterinary Medicine

4 June 2018

Owner name: Kat [REDACTED]
Pet name: "Margot"

Please find below the results of the serologic (antibody) test for your dog.

Animal ID	CPV HI	CDV SN
"Margot"	1280	512

Nomograph for Margot's puppies:

(An optional dose of DP or DAP can be given at 8 weeks of age)

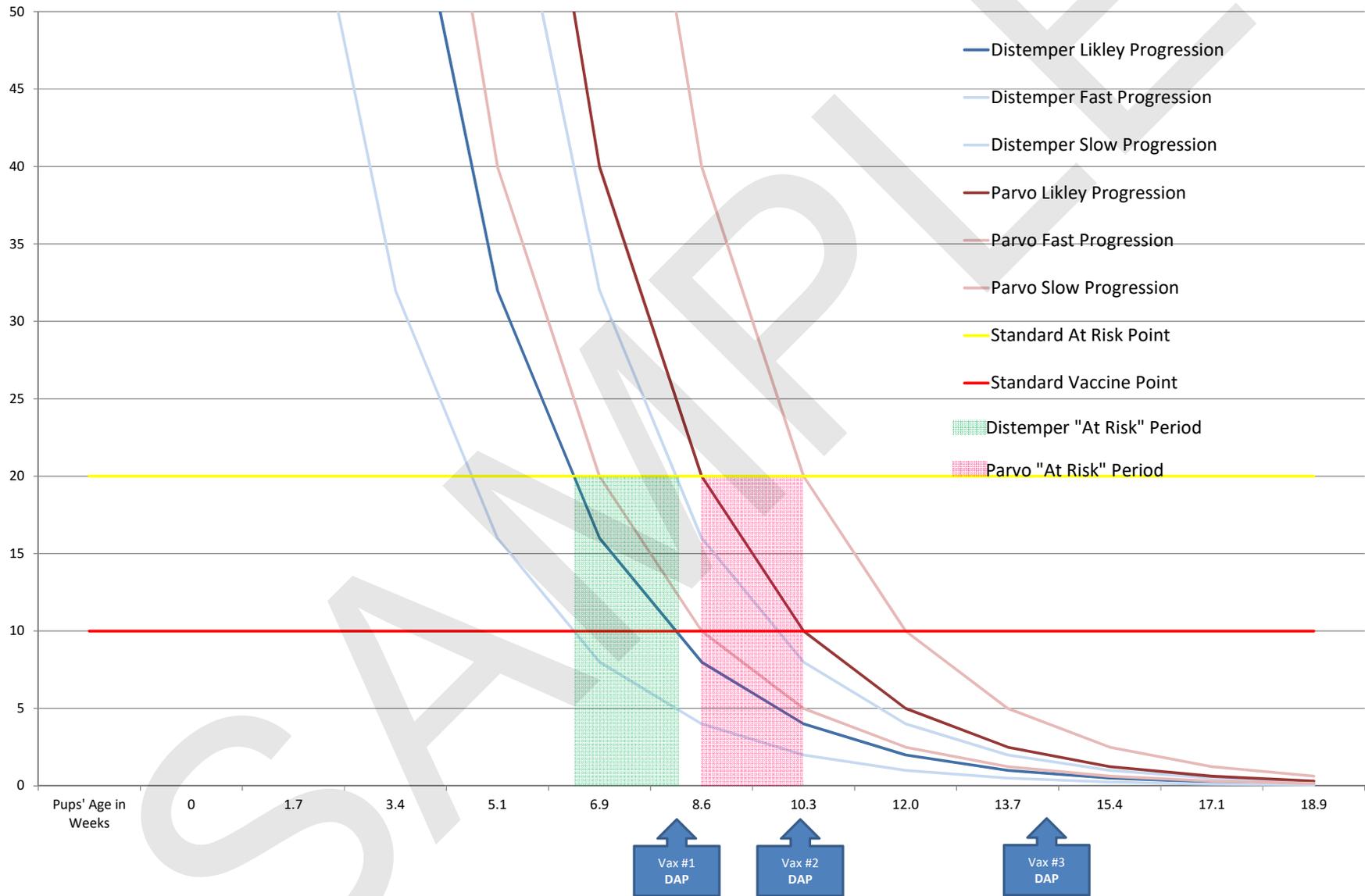
A dose of DP or DAP should be given at 11 and 14 weeks of age

This nomograph is unique to this dam and is an estimate of the age at which the maternal antibody that this mother passes to her pups will be dissipated and no longer capable of interfering with pup vaccination. This estimate is based on her antibody titers against each virus, CDV and CPV-2, which decrease in roughly 2 week half-lives in her pups. Due to potential failure of passive transfer, the nomograph is not to be used as an indication of protection from wild-type virus for the litter.

It is strongly recommended to titer test pups at approximately 16 weeks (at least two weeks after vaccination is completed) to determine that they have responded. Please include dam information when submitting pup titers. We recommend that, unless an adverse reaction has been observed, all dogs be given DAPP combo vaccine at one year of age, and then no more frequently than every three years.

There is a small percentage of "non-responder" dogs that are unable to develop an antibody response to CPV-2 (estimated 1 per 1,000 dogs) or CDV (estimated 1 per 5,000 dogs). These dogs will not develop detectable antibody after vaccination. A dog will be a non-responder to one virus or the other (but very rarely to both) and will remain susceptible, most likely for life. When the non-responder dog is exposed and infected with the virus, it will very likely get diseased and die. Non-responsiveness is genetically determined; therefore certain breeds or especially families of dogs will have a higher number of non-responders than would be found in the general population of dogs (estimated above). (Schultz, RD and Larson, LJ, unpublished data.)

Litter "E" Vaccination Recommendations & Risk Periods



After 16 weeks: A titre is run at 6 months of age to determine the efficacy of the vaccines administered. No "boosters" are to be given unless an annual titre deems it necessary. Rabies should be administered in accordance with local law, however it is recommended the dog be over 12 months of age if possible. Administration of all vaccinations by a holistic veterinarian is highly recommended.