

BIMBERG BOXERS

OWNERSHIP AGREEMENT FOR COMPANION QUALITY BOXER

The following agreement is between:

Bimberg Boxers
AND

BUYER INFORMATION

Buyer: _____

Address: _____

Phone: _____

Email: _____

DOG INFORMATION

Registered Sire: _____

Registered Dam: _____

Male Female DOB: _____ Color: _____

CKC Litter Registration: _____ Microchip: _____

OWNERSHIP AGREEMENT FOR COMPANION QUALITY BOXER

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

1. REGISTRATION

- a. Breeder's litters are Canadian Kennel Club ("CKC") registered and all paperwork and fees associated with CKC transfer of ownership will be paid for by the Breeder.
- a. Buyer agrees that the Dog will be registered as "limited" with the CKC. Furthermore, the Buyer agrees that any puppies resulting from any unauthorized breeding of the Dog, whether planned, intentional, or accidental is an "Inviolate Breeding." Any puppies resulting from inviolate breeding shall not be registered with the CKC and the Breeders shall be entitled to damages in the amount of \$5,000 per puppy produced by the Dog.
- a. Buyer agrees to activate the trial insurance within 24 hours of taking possession of the Dog. If the buyer does not register for and activate the trial insurance provided, the Breeder will not be held liable for any medical costs that may arise after taking possession of the puppy.
- b. Buyer is responsible for updating the microchip registration information including any associated fees.

2. HEALTH GUARANTEE

- c. The Breeder warrants that the Dog is in good health as determined by a licensed veterinarian prior to the date of possession.
- d. 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 Breeder will accept the Dog back and refund the full purchase price.
- e. The Breeder guarantees 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 or Elbow Dysplasia;
 - iv. Cancer; or
 - v. Thyroid-related illnesses.
- f. Should the Dog die under the age of five (5) years due to any of the ailments listed above, the Breeder shall provide the Buyer with a replacement puppy of similar quality at the Breeder's earliest opportunity.

- g. 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.

3. LIFESTYLE:

- a. The Buyer agrees to maintain pet insurance for the Dog for a minimum of one (1) year beginning on the date of possession.
- a. The Dog shall visit a veterinarian at least once per calendar year for an overall examination.
- b. In accordance with **Schedule A** the Dog shall maintain a body conditioning score of 4 or 5 as determined by a licensed veterinarian during the Dog's annual examinations.
- c. The Dog shall receive puppy vaccinations in accordance with **Schedule B**
- d. The Dog shall reside indoors, be treated as an active member of the family unit, and be provided with quality food, shelter, regular medical care, and regular physical and mental exercise for the Dog's wellbeing.
- e. The Dog shall regularly receive age-appropriate exercise that supports proper joint, muscle, and bone development.
- f. The Dog shall attend a puppy obedience class before the Dog reaches six (6) months of age and a skill-appropriate class between six (6) months to twelve (12) months of age. These classes must be conducted outside the home environment.
- g. Any mistreatment or neglect of the Dog resulting in its physical or mental harm shall be considered a breach of this agreement and shall be enforced as such.

4. RETURNING THE DOG

- a. Buyer has a period of fourteen (14) days upon purchase of the Dog to return the Dog for a refund of the purchase price minus transportation and other applicable costs.
- b. If the Buyer can no longer keep the Dog, then the Breeder shall have the unqualified right to reacquire the Dog with full ownership rights. If the Buyer disposes of the Dog in any way other than through the Breeder, it shall be considered a breach of this agreement and shall be enforced as such.
- c. If the Dog returns to the Breeder for any reason, the Buyer will immediately provide the Dog's registration papers correctly signed transferring full ownership of the Dog back to the Breeder.

5. BREACH OF CONTRACT

- a. It is agreed that should any legal action result from a 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.

- b. In the event of a breach of this Agreement by the Buyer, full ownership and possession of the Dog shall be immediately transferred back to the Breeder at the Buyer's expense or the Breeder shall be entitled to damages in the amount of \$25,000.
- c. This Agreement shall be binding upon both parties 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. The Buyer expressly waives all objections to jurisdiction and venue.
- d. In the event any provision of this Agreement is found by the court to be invalid or unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the court may reform any such provision to make it enforceable. The provisions of this Agreement will, wherever possible, be interpreted to sustain their legality and enforceability.

6. HOLD HARMLESS AGREEMENT

Buyer agrees to assume full liability for, and hold harmless the Breeders of all liability, damages, or injuries caused by the Dog to any person or property.

7. 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 IN 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.

Signature: _____

BIMBERG BOXERS

Date: _____

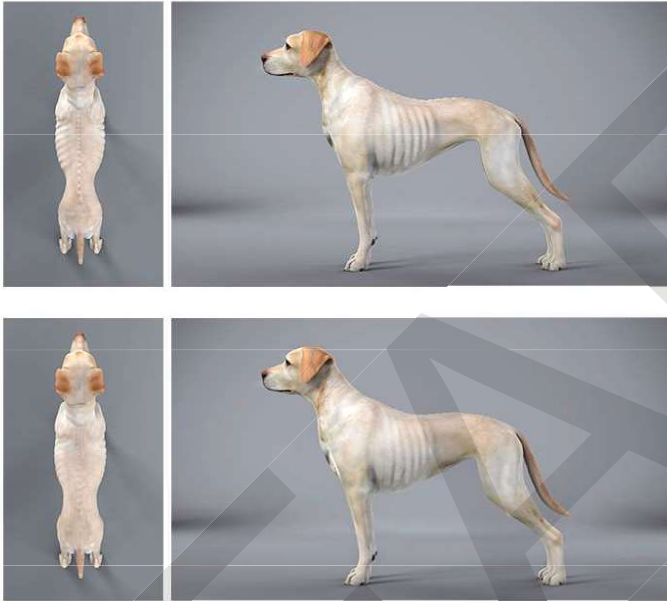
Signature: _____

BUYER

Date: _____

BODY CONDITION SYSTEM

TOO THIN



1 Ribs, lumbar vertebrae, pelvic bones and all bony prominences evident from a distance; no discernible body fat; obvious loss of muscle mass.

2 Ribs, lumbar vertebrae, pelvic bones easily visible; no palpable fat; some evidence of other bony prominence; minimal loss of muscle mass.

3 Ribs easily palpated and may be visible with no palpable fat; tops of lumbar vertebrae visible; pelvic bones becoming prominent; obvious waist and abdominal tuck.

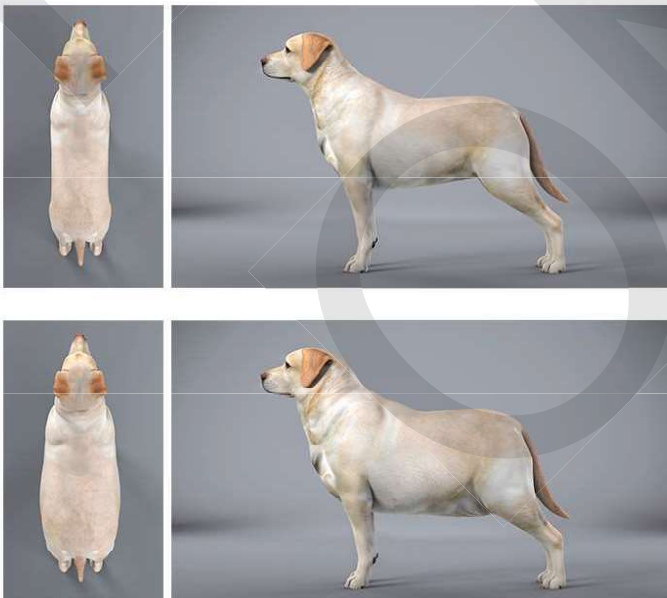
IDEAL



4 Ribs easily palpable, with minimal fat covering; waist easily noted when viewed from above; abdominal tuck evident.

5 Ribs palpable without excess fat covering; waist observed behind ribs when viewed from above; abdomen tucked up when viewed from the side.

TOO HEAVY



6 Ribs palpable with slight excess fat covering; waist is discernible viewed from above, but is not prominent; abdominal tuck apparent.

7 Ribs palpable with difficulty; heavy fat cover; noticeable fat deposits over lumbar area and base of tail; waist absent or barely visible; abdominal tuck may be present.

8 Ribs not palpable under very heavy fat cover, or palpable only with significant pressure; heavy fat deposits over lumbar area and base of tail; waist absent; no abdominal tuck; obvious abdominal distention may be present.

9 Massive fat deposits over thorax, spine and base of tail; waist and abdominal tuck absent; fat deposits on neck and limbs; obvious abdominal distention.

Schedule B



Companion Animal Vaccines and
Immuno-Diagnostic Service Laboratory
CAVIDS - Titer Testing Lab
University of Wisconsin-Madison School of Veterinary Medicine
2015 Linden Drive West
Madison, WI 53706
(608) 263-4648

Dam Nomograph Report

9 October 2023

Owner name: **Morgan Conrick**

Dam name: **"Maven"**

Animal ID	CPV HI assay titer	CDV SN assay titer
Maven	80	8
Protected?	Yes	Yes, low
Next action	Recheck in 1-3 years	Recheck in 1-3 years

Endpoint titers were determined by hemagglutination inhibition (HI) and serum virus neutralization (SN)

Suggested vaccination schedule for Maven's puppies:

- A dose of monovalent CPV vaccine can be given at 5 weeks of age if parvo is a concern
- A dose of DAP vaccine should be given at 7, and 10 weeks of age
- Titer test pups by HI and SN tests at 12 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 may pass to her pups will be dissipated and no longer capable of interfering with pup immunization. This estimate is based on her antibody titers against distemper and parvovirus, which decrease in roughly 2 week half-lives in her pups, as shown in the graph below. **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 end point titer test pups at least two weeks after vaccination is completed to determine that they have responded. Please include dam information when submitting pup sera for titers. We recommend that, unless an adverse reaction has been observed, all dogs be given DAPPi combo vaccine at one year of age, and then no more frequently than every three years. Alternatively, antibody test pups at one year of age (including canine adenovirus), and then every 1-3 years.

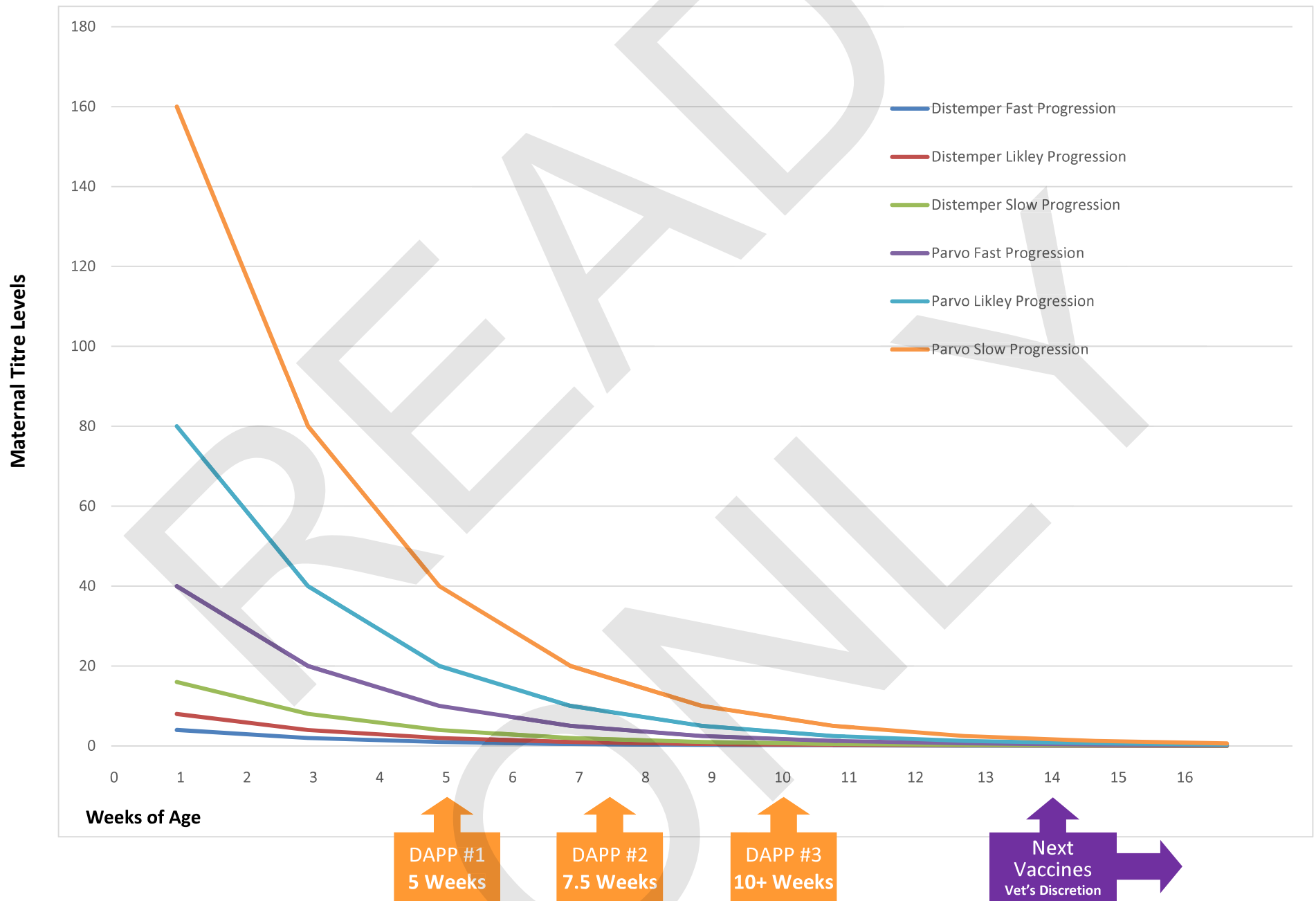
(D = Distemper, A = Adeno, P = Parvo, Pi = Parainfluenza)

Dam Name	Maven Conrick		Boxer, expected whelp ~ 25 September 2023										
Sample drawn	12-Sep-23												
CDV Titer	8												
CPV-2 Titer	80												
<div><div></div><div>Companion Animal Vaccines And Immuno-Diagnostic Service Laboratory – CAVIDS University of Wisconsin-Madison School of Veterinary Medicine</div></div>													
Maternal Antibody Degradation, with standard variation													
Distemper	4	2	1	1	0	0	0	0	0	0	0	0	0
	8	4	2	1	1	0	0	0	0	0	0	0	0
	16	8	4	2	1	1	0	0	0	0	0	0	0
Parvo	40	20	10	5	3	1	1	0	0	0	0	0	0
	80	40	20	10	5	3	1	1	0	0	0	0	0
	160	80	40	20	10	5	3	1	1	0	0	0	0
Suggested Vaccination			optional	7 wks		10 wks	test						
0 days	12	24	36	48	60	72	84	96	108	120	132	144	
0 weeks	2	3	5	7	9	10	12	14	15	17	19	21	
Birth													

Laurie Larson, DVM, Director, CAVIDS Laboratory

www.vetmed.wisc.edu/lab/CAVIDS

Litter "N" Vaccination Schedule & Risk Periods



After 16 weeks of age: The Dog will receive its fourth set of vaccines at the veterinarian's discretion. No additional vaccines will be given unless a titer test deems it necessary. Rabies should be administered in accordance with local law; however it is recommended the dog be over 12 months of age. All vaccinations must be administered by a licensed veterinarian.