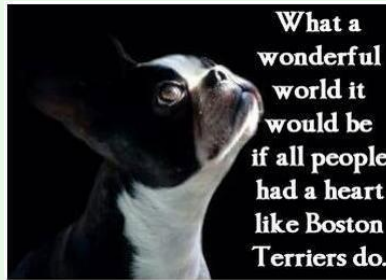


# Joyful Heart Boston Terriers

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## Purchase Contract and Spay and Neuter Agreement for Limited Registration

Every prospective new owner must sign and return a sales purchase contract prior to receiving the puppy.

(The contract will be mailed and/or emailed to you at time of deposit and completed at pickup before puppy can leave.)

Puppy's Name/ID: \_\_\_\_\_ Date of Whelp: \_\_\_\_\_

Sex: \_\_\_\_\_ Color: \_\_\_\_\_

Dam's Name: \_\_\_\_\_ Sire's Name: \_\_\_\_\_

Dam AKC Reg # \_\_\_\_\_ Sire AKC Reg # \_\_\_\_\_

Litter Registration #: \_\_\_\_\_ Limited Reg Or Full Reg: \_\_\_\_\_

Today's Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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# Joyful Heart Boston Terriers

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I, Angela K. Sims dba: Joyful Heart Boston Terriers (hereinafter designated as BREEDER),

I (we) \_\_\_\_\_, (hereinafter designated as BUYER).

This contract is for the sale/purchase of a registered/registerable;

AKC (American Kennel Club) Boston Terrier and/or CKC (Continental Kennel Club) Boston Terrier.

1. A deposit will hold the puppy/adult until time of delivery. Deposits are non-refundable, unless there is a genetic problem with the puppy after its medical exam determined by our licensed vet. In such a case, the buyer has the option to pick another available puppy or move deposit to another litter. Deposits are refundable or can be transferred to next available litter if puppy dies while in our care. Full payment is required once the puppy reaches the age of 8 weeks or all monies paid and all claims to the puppy/adult will be forfeited. If the puppy is being delivered, the transportation fee must be made in full, 10 days prior to delivery. Puppies will be delivered between 8 and 12 weeks of age after age appropriate shots have been given. We do not ship our puppies.

2. The puppy/adult will come with a wellness checkup from our licensed vet and/or a health certificate, a shot record stating which inoculations have been given and health testing results done on parents are available upon request. Puppy/Adults are sold as "Pet Quality" with either Full or Limited registration upon approval. Joyful Heart Boston Terriers doesn't guarantee show or breeding quality, even though we strive to accomplish it. There will be a separate contract for breeding prospects sold on full registration and a separate contract for pet prospects sold on limited registration with attached spay and neuter contract within this document.

The BREEDER will determine the type of registration. If the BUYER is purchasing a Limited, non-breeding puppy, as such, the puppy is to be spayed/neutered PRIOR to 8 months of age, but not before 6 months of age. BREEDER reserves the right to

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# Joyful Heart Boston Terriers

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withhold registrations papers until such time as proof of spay/neuter from a licensed vet has been submitted to BREEDER.

## OPTIONAL

If you would like your dog to be registered online at pickup:

You may bring in addition to purchase price \$30 cash with you or send to us via Pay pal and we will register puppy together online before the puppy leaves to go home. The American Kennel Club will then mail papers (either marked limited or full) directly to you and a copy will be sent home with you. Your AKC Registration will come to you in 7-10 days directly from AKC. You will need to have chosen a name for your puppy in order to complete the registration. Papers done on limited registration puppies are strictly for the new owner to put the puppy in his/her name as new owner of the dog and for bragging rights that your puppy comes from American Kennel Club registry.

**\*\*X either Limited or Full \*\***

☐ Limited: No breeding rights With Limited Registration, A spay/neuter agreement will be attached to this contract. Registration papers not done at pickup will be sent to buyer upon proof of Spay/Neuter.

Has or will this dog already be altered when it is ready to go to its new home?

\_\_\_\_\_

☐ Full: Breeding rights are included and new owner may obtain AKC registration papers at time of pickup.

3. If the dog covered in this contract is a Limited, non-breeding dog, and has been bred, produced/sired a litter either by choice or by "accident", the resulting litter WILL NOT be eligible for registration. BUYER also acknowledges that breeding this dog is in direct violation of this contract, and accepts full responsibility for any legal fees or legal action that may arise from breeding, PLEASE SEE ATTACHED SPAY/NEUTER AGREEMENT.

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# Joyful Heart Boston Terriers

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## JOYFUL HEART SPAY AND NEUTER CONTRACT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Angela Sims dba Joyful Heart Boston Terriers (Seller) and \_\_\_\_\_ (Buyer), for the purpose of setting forth the terms and conditions of purchase by the Buyer of a pure bred Boston Terrier from the litter whelped on \_\_\_\_\_ out of \_\_\_\_\_ (sire), and \_\_\_\_\_ (dam)  
Microchip# \_\_\_\_\_

For \$ \_\_\_\_\_ the seller agrees to sell and buyer agrees to purchase a female/male companion puppy/dog from the litter described above subject to the following terms.

Seller warrants that the above described puppy/dog is a purebred Boston Terrier and is registerable with AKC (American Kennel Club), and that the registration papers have NOT been provided to the Buyer as of the date of the completed purchase. ( unless otherwise noted)

Seller shall provide Buyer with registration papers after receiving proof of spay/neuter from a licensed Veterinarian. Proof of spay/neuter can be a receipt of procedure, or certificate of alteration signed by performing veterinarian. Proof must be mailed to the seller by 8 months from the day of purchase. Puppies must be spayed/neutered at the age of eight months-ten months but not before six months of age. Adult dogs must be spayed/neutered within one month from date of purchase. If such proof is not provided within this time, Seller will retain registration papers on the puppy/dog.

Buyer agrees not to breed the above described puppy/dog at any time. If the Buyer breeds the puppy/dog, without written permission of the Seller, the Seller has all rights to the offspring of the above mentioned dog. Seller has the option to take ownership of said offspring/puppies once weaned, but no later than 9 weeks of age, and Buyer will not be compensated in any way for the puppies, nor will the Buyer be due any type of registration papers whatsoever then or in the future. A fine of up to \$5000 dollars in legal fees may be imposed in a court of law for breach of this contract and civil suits will be initiated, transacted, and finalized in the state of Tennessee and in the Lincoln County Court House in Fayetteville, Tennessee.

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# Joyful Heart Boston Terriers

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This agreement is made and signed by both parties to ensure the well-being and protection of this puppy/dog. If the Buyer breaches this Agreement, the Seller is released from any obligation under this Agreement to provide registration papers.

BUYER: \_\_\_\_\_

Signed Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

SELLER: \_\_\_\_\_

Signed Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

4. In order for the health guarantee to be valid the buyer agrees to take the Puppy/Adult to a veterinarian within 48 hours of the date of purchase for a physical examination to evaluate the health of the puppy at the time of sale. If Possession occurs on the weekend or a Holiday, the Buyer shall have an additional 24 hours to have the puppy examined. Failure to notify Joyful Heart Boston Terriers by either e-mail or phone of the veterinarian's report and the microchip identification number of the puppy within 2 business days from the examination will void and nullify all health guarantees. The BREEDER does not assume any liability for injury to the Puppy/Adult after hand delivery.

5. If the puppy is found to have a life threatening congenital defect (which means he/she will die from the defect) at the time of your exam or up to two years from date of birth, the BREEDER must be contacted.

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# Joyful Heart Boston Terriers

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A written copy of the report must be e-mailed to us within 2 business days of the licensed veterinarian determination and have one (1) written report from an unassociated veterinarian stating the same problem and the BREEDER will provide a replacement puppy of comparable quality, same color, same sex. The puppy needs to be returned within 1 week. If the BUYER chooses to return the puppy, the puppy will be returned along with all registration papers and all documents that came with the Puppy at time of purchase, at the Buyers expense. The replacement puppy will be delivered at the BREEDER'S expense. If Buyer chooses to keep the puppy then no replacement puppy will be given until time of death, but a discount may be applied toward another puppy mutually agreed upon between BREEDER and BUYER.

NO REFUNDS WILL BE ISSUED, ONLY REPLACEMENT PUPPY. The BREEDER is not responsible for any medical expense incurred. We will not guarantee against communicable diseases, such as Coccidia or Giardia.

a) If a puppy is being returned to the BREEDER, the returned puppy must be returned in a good healthy condition, other than the specified problem, at the BUYER'S expense. The puppy needs to be returned within 1 week. The BUYER will then qualify for a replacement puppy.

b) The replacement puppy will be mutually agreed upon by both BREEDER and BUYER and will be of comparable quality, same color, same sex (if available). It is understood the replacement puppy may not be from the exact same parents of the original puppy. The replacement puppy will be delivered at the BREEDER'S expense.

c) No replacement Puppy will be given if the puppy has been euthanized without the permission of the BREEDER, before a consultation with the treating veterinarian. The exception to euthanasia would be in the case of severe injury or suffering on the part of the animal.

6. The BUYER agrees to provide the dog with basic obedience training, socialization, adequate food, fresh water, shelter, medical care including all necessary shots, heart-worm prevention, annual fecal exam, rabies vaccination and any medication recommended by the veterinarian. If the puppy is used for breeding before 12 months of age, this will void the guarantee.

# Joyful Heart Boston Terriers

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7. Worms, Coccidia, Giardia and Kennel Cough are not a reason to return a puppy. Puppies are wormed with two different wormers alternating each time wormed and every measure is taken to prevent parasites.

Kennel Cough is self-limiting and like the common cold, must run its course. Under no circumstances will the BREEDER be responsible for any type of veterinary bills or any transportation cost of any kind at any time, except noted for replacement puppy. All veterinary and transportation cost are the responsibility of the BUYER.

8. The following is NOT covered in the health guarantee: erect ears, under/over bite, cherry eye, stenotic nares (collapsed/pinched nostrils), entropion, elongated soft palate, Partial Deafness, loose patella's, deafness, and/or any minor conditions common to the Boston Terrier breed. However, should one of these conditions arise, we would be willing to offer a discount toward the purchase of another puppy with written documentation from a license vet the severity of the problem and diagnosis.

a) There are certain disorders that may be caused by environmental factors, for example: seasonal/ skin allergies, thyroid dysfunction, demodectic mange, dermatitis and other autoimmune disorders that are not covered by this guarantee.

b) We DO NOT guarantee against conditions that may or may not be stress related from the move to a new home and/or by the transportation process. The stress related conditions that have previously remained dormant can be triggered by the above and unfortunately cannot be diagnosed until an active case becomes evident. Some of these stress related conditions or illnesses are: Coccidia, Kennel Cough and Hypoglycemia (low blood sugar).

The Following ARE covered in the health guarantee: Juvenile Hereditary Blindness, Cardiac Issues, ANY Life threatening Congenital defect.

9. All guarantees are void if the dog has been bred less than 12 months old, overweight, malnourished, kept in an improper environment, or is injured due to neglect.



# Joyful Heart Boston Terriers

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10. The BUYER agrees that if they can no longer keep the Puppy/Adult at any time during the life of this puppy, Joyful Heart Boston Terriers will be contacted first, prior to any rehoming, never to be dropped off/ left at a shelter or pound.

a) When the BREEDER is notified of a puppy needing returned due to unforeseen circumstances. The BUYER agrees to return the puppy to the BREEDER including all registration documents, and foregoes all rights to the said dog, at which point the BREEDER is not obligated to refund any or all of the purchase price. BUYER is not entitled to a refund. The BREEDER will be incurring vet bills and food bills for the rescued animal, until they can be placed in a suitable home. The BUYER will need to make all the arrangement for delivery of the puppy to the BREEDER. No replacement is offered in this circumstance. We will be happy to help assist you in the re-homing of your puppy and require first notification in the event you can no longer keep your puppy.

b) Prior to any resale of the puppy, the puppy will be spayed or neutered. This contract will not apply to another owner or breeder and transfer of ownership shall make this contract null and void.

11. Adjustment Period: The puppy will need at least 2 weeks to adjust to its new home, people, change of food, etc. It is not abnormal for the puppy to experience some mild vomiting and/or diarrhea. However, should this happen, please do not hesitate to contact us, or go ahead and take the puppy in for a wellness checkup within the 72 hour time frame given to validate the health guarantee. We will send you a welcome home kit with training aids for the new puppy transition along with sample food, toys, treats and something with the scent of the mom and littermates to help ease the transition. We strive to send you, to the best of our ability a happy, healthy puppy free from worms and other types of parasites, but sometimes the puppy will require several rounds of wormer and may need to receive another dose even after leaving the littermates and our care.

12. This contract only applies to the original buyer and is null and void if ownership is transferred. All sales are considered initiated, transacted and finalized in Lincoln County, TN.



# Joyful Heart Boston Terriers

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13. The BUYER agrees that any photos sent to the BREEDER after the purchase of a puppy can be posted on the Breeders website so everyone can see previous puppies. We encourage you to keep in touch with us. We love getting updated pictures.

14. If transportation is needed, the total for expenses including BREEDER'S round trip gas fee, Interstate Puppy/Adult Health Certificate, and crate (optional) will range somewhere between \$150-\$350 depending on your location.

Purchase Price \$\_\_\_\_\_ + SHIPPING COST= \$\_\_\_\_\_ = TOTAL \$\_\_\_\_\_

Deposit Received To Hold Puppy \$\_\_\_\_\_

Deposit \$\_\_\_\_\_

(DATE OF DEPOSIT) -----

Total Amount Due @ Pick Up = \$\_\_\_\_\_

Puppy has following condition now and the condition is exempt from this contract:

\_\_\_\_\_

Buyer Initials\_\_\_\_\_

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# Joyful Heart Boston Terriers

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The UNDERSIGNED BUYER hereby acknowledges having read the terms of the Contract and does hereby understand & agree to abide by each of the provisions set forth above. If any of the specific above listed provisions for this dog is not met, the BREEDER has the responsibility to require relinquishment of the dog, and the BUYER has the responsibility to surrender the puppy/dog.

\* If sending electronically, filling out the bottom and emailing this contract to [angiebb30@hotmail.com](mailto:angiebb30@hotmail.com) will be accepted as your electronic signature and will be held as uphold-able in a court of law.

Signature(s) of Buyer(s): \_\_\_\_\_

Date \_\_\_\_\_

(Co-Owner) \_\_\_\_\_ Date : \_\_\_\_\_

Printed Name of Buyer(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

City : \_\_\_\_\_ State : \_\_\_\_\_ Zip Code : \_\_\_\_\_

Buyer's Telephone/Cell #: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Home # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work # \_\_\_\_\_

Buyer's Email address: \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

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# Joyful Heart Boston Terriers



Breeder's Signature: \_\_\_\_\_

Breeder's Name: Angela K. Sims

Breeder's Kennel Name: Joyful Heart Boston Terriers

Breeder's Address: 125 Cotton Mill Rd. Fayetteville, Tn 37334

Breeder's Telephone/Fax Numbers: (931) 625-1184

Breeder's Email : angiebb30@hotmail.com

URL address : www.joyfulheartbostons.webs.com

Thank you for choosing us for your next fur baby. We welcome you to our extended family. We are here for the life of your puppy/dog and look forward to seeing new pictures and how your baby grows.

God Bless,

Angela K. Sims

Joyful Heart Boston Terriers



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