



JUBILEE BOXERS NON-COMPETE AGREEMENT

Breed: Boxer Sex: _____
 Pup Reg.# _____ Birthdate: _____
 Sire: _____ AKC Reg.# _____
 Dam: _____ AKC Reg.# _____

This Non-Compete Agreement is made effective as of _____, 20____, by and between Protected Party/Parties, *Jubilee Boxers* (Seller) And Non-Competing Party, _____ (Buyer/Buyers)

In this Agreement, the party who is requesting the non-competition from the other party shall here in be referred to as "Seller", and the party who is agreeing not to compete shall be here in referred to as "Buyer/Buyers".

1. NON-COMPETE COVENANT. For a period of _____ after the effective date of this Agreement, Buyer/Buyers will not directly or indirectly engage in any business that competes with Seller. This covenant shall apply to the geographical area that includes all of the State of Virginia and/or a radius of _____ miles from Seller's Home, Business, Kennel, future Home, future Kennel, or future Business.

2. NON-SOLICITATION COVENANT. For a period of _____ after the effective date of this Agreement, Buyer/Buyers will not directly or indirectly breed, stud, sell, trade, or give away any 100% Euro Boxers or attempt to breed, stud, sell, trade or give away any "100% Euro Boxers" resulting from the mating of Jubilee offspring. Whether they are AKC, UKC, or CKC registered, registered with any other Kennel Club in the United States, or not registered at all. With the exception of returning the Boxer(s) the Buyer/Buyers purchased from the Seller back to the Seller, in the event for any reason, they can no longer keep the dog, without a refund of any type to the Buyer/Buyers from the Seller for the safe return of said dog at the Buyer/Buyers expense.

3. PAYMENT. Buyer/Buyers will pay compensation of \$ _____ .00 to Seller for any and all breeches of this Agreement. This compensation shall be payable in a lump sum within Thirty days of each offence. Buyer/Buyers understands that by each offence this includes **each** dog that was unlawfully Bred, Sired, sold, traded, or give away and/or puppy produced, while under contract of this Agreement.

4. ADDITIONAL AGREEMENT. This Agreement is in addition to Jubilee Boxers Puppy Contract because Full AKC registration with Breeding Rights has been granted to the Buyer. Both contracts shall be enforceable together.

5. SEVERABILITY. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests as well as the best interest of said dog/puppy. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6. INJUNCTION. It is agreed that if Buyer/Buyers violates the terms of this Agreement irreparable harm will occur and money damages will be insufficient to compensate Seller. Therefore, Seller will be entitled to seek injunctive relief (i.e., a court order that requires Buyer/Buyers to comply with this Agreement) to enforce the terms of this Agreement, the Buyer/Buyers will be responsible for any and all costs associated with the enforcement of this Agreement.

This Agreement is governed by and shall be construed in accordance with the laws of Virginia, USA.

The parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Isle of Wight County, Virginia.

I (we), the purchaser(s), have read, understand and agree to the contents of this contract.

Signature and acceptance of PURCHASER(S)

DATE

Signature and acceptance of SELLER

DATE