

# The French Bulldog Purchase Agreement and 2 Year Health Guarantee

| French Bulldog Puppy Information |                     |                    |
|----------------------------------|---------------------|--------------------|
| French Bulldog Name:             | Microchip:          | Gender:            |
| DOB:                             | Color:              | Other              |
| Price:                           | Deposit:            | Paid in full date: |
| Day of transfer:                 | Method of transfer: |                    |

## Buyer Information

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_ **city** \_\_\_\_\_ **state** \_\_\_\_\_ **zip** \_\_\_\_\_

**Mailing**

**Address:** \_\_\_\_\_ **city** \_\_\_\_\_ **state** \_\_\_\_\_ **zip** \_\_\_\_\_

**Phone#** \_\_\_\_\_ **2<sup>nd</sup> Phone#** \_\_\_\_\_

**Email address:** \_\_\_\_\_

1. THE FRENCHBULLDOG KENNEL, shall hereinafter be referred to as the “Seller/Breeder”. The original purchasing party, and solely the original purchasing party, shall hereinafter be referred to as the “Buyer”
2. The Buyer agrees that they: the Buyer must have the puppy examined by a licensed veterinarian with in **twoday (2) forty-eight hours (48)**, upon receiving the puppy, excluding weekends and Holidays. The buyer then has four (4) days ninety-six (96) hours to e-mail ([info@thefrenchbulldog.com](mailto:info@thefrenchbulldog.com)) a copy of the examination (vet report) to the Seller/Breeder. Failure to comply will render this guarantee null and void.
3. The Buyer is responsible for the daily up keep and well being of the puppy. This includes properly feeding, watering, bathing, and any immunizations and examinations recommended after purchase by a licensed vet or Seller/Breeder. As well as providing necessary medications and follow-up treatments recommended by a licensed veterinarian (DMV). The Buyer acknowledges and agrees that Buyer must keep all receipts and records of all veterinarian checkups and immunizations in order for this guarantee to be in effect.
4. In the unlikely event of the death of the puppy within two (2) years from its birth due to genetics as long as the buyer has kept puppy on said multivitamin supplement, the Seller/Breeder shall replace the puppy with another of equivalent value at no cost to the Buyer within six (6) months. The Buyer is responsible for the total shipping cost of the replacement puppy. If the Buyer declines the replacement puppy, then the Seller/Breeder shall be under no further obligation and it will be deemed that the Buyer has released the Seller/Breeder from any and all further claims. Buyer may extend health guarantee up to 5 years as long as buyer maintains puppy on the multivitamin supplement via supplement subscription plan from breeder.
5. In the event of death of the puppy, due to genetics, with in the first 2 years of birth. The Buyer must fax or email a copy of the findings from a licensed veterinarian, with in two (2) days, forty-eight (48) hrs after said death to the Seller/Breeder. If Buyer fails to fax or email a copy of the findings from a licensed veterinarian with in two (2) days forty-eight (48) hours than, the failure to comply will render this guarantee null and void. All conditions set forth in paragraph 18 shall apply.
6. In the event of a replacement puppy the Buyer is totally responsible for all shipping costs, included but not limited to, shipping crate, health certificate, and any additional costs. The original cost is only for the value of the puppy.


7. This guarantee is non-transferable. All registration papers MUST be returned to Seller/Breeder if this guarantee is exercised. All puppies are sold as pet quality: no guarantee is made on disposition, size, color, markings, conformation, or breeding ability. Seller/Breeder sells puppies for companion purposes only. Any breeding rights is solely prearranged between the buyer and the seller.
8. The registration papers are the responsibility of the Seller/Breeder. Registration papers will be taped to the puppies crate or sent via mail. Sending papers via mail could take up to 60 days. Any cost to obtain new or renewal registration papers is the sole responsibility of the Buyer. If the papers are lost the Seller/Breeder will assist the Buyer in obtaining new papers, at the Buyer's expense.
11. The puppy will be current on all vaccinations and worming treatments that are applicable to the puppy's age, at the time of shipping/delivery. The puppy will be seen by a licensed veterinarian, of The French Bulldog's choice, prior to shipping/delivery and will only be shipped/delivered if given a clean bill of health. A puppy is a living breathing animal, so in the case that a puppy contracts a virus during shipping or transportation The French Bulldog or Seller/Buyer cannot be held responsible.
12. The Buyer is aware that the puppy must have regular visits to a licensed veterinarian and the Buyer understands that he/she is responsible for all payments to the vet. This includes, but not excluding, vaccines, deworming, flea treatments, heart worm treatments, and regular check ups. This is all part of owning a puppy and small problems should be treated before they escalate in to bigger problems. Seller/Breeder is not responsible for any veterinarian fees or costs. The guarantee will not cover neglect or improper care given by the Buyer.
13. In the event of any litigation in connection with this contract, both the Seller/Breeder and the Buyer shall each be responsible for their own attorney's fees and cost. The venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Rogersville (Webster County) Missouri. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price.
14. A deposit in the amount of \$300 of total cost is required to hold the puppy. In the event the Buyer should decide to cancel prior to shipping the \$300 deposit will be retained, to cover Seller's/Breeder's out-of-pocket expenses and overhead costs related with the transaction. In the event the puppy is not picked up once the puppy turns 8 weeks of age or the time agreed upon, the buyer will have 1 week from the date of the puppy turning 8 weeks of age, to make arrangements for pickup. If buyer fails to pick the puppy up or contact seller to make extended arrangements Seller will retain the deposit and re-sell the puppy.
15. The Seller/Breeder will accept returns of said puppy for hardship reasons, including but not limited to, human allergy to pet, Landlord/Tenant, marital, or adjustment issues. It must be noted that the Seller/Breeder of the puppy always has first right of refusal if the buyer cannot keep or further care for the puppy. If the Buyer must return the puppy for any reason, it will be on a surrender basis only, with no refund or credit for said returned puppy to the seller/breeder. Buyer must pay for any and all shipping costs back to the Seller/Breeder and Buyer with the said puppy and there will be no costs incurred by the seller/breeder in the return transaction.
16. Puppies are covered for a period of two (2) years from the original purchase date. During which time, this guarantee does not cover what is considered normal breed variants (is considered normal in this breed) including but not limited to: cherry eye, entropion, loose hips, skin allergies, elongated soft palate, small trachea, hip dysplasia, respiratory problems (wheezing, snoring, and problems common to Brachycephalic dogs), inverted vulva, stenotic nares, and death or sickness due to vaccinations of the leptospirosis given prior to twenty (20) weeks of age.
17. Buyer must keep puppy on a superior food during the two year health guarantee of this contract. If the puppy is fed with an inferior dog food which has a grain base (corn, wheat, rye, oats, and flax seed) then the health guarantee of two years will be voided. The food should be meat based with vegetables and not have grain as the main ingredient. 1<sup>st</sup> ingredient in any food should be a meat or meat meal, not corn or corn meal.
18. This guarantee is non-transferable. The term "Health guarantee" referred herein as a period of two (2) years from the puppy's date of birth. In the event the puppy is found to have a congenital or genetic defect that adversely affects the health of the puppy/dog, a statement from 2 unrelated licensed veterinarians (DVM) of the Buyer's choice, confirming such issue is required before any action will be taken by the Seller/Breeder. Seller/Breeder reserves the right to get a third licensed veterinarian's opinion of Seller/Breeder's choosing to determine the congenital defect. If this guarantee is exercised and a replacement puppy is given then the original puppy must be returned to the Seller/Breeder. All shipping costs are the responsibility of the Buyer. No replacement will be given if the dog (male or female) has been used for breeding. All laboratory verification must be done by a licensed veterinarian (DVM). No replacement will be given if the registration application form has expired. No replacement will be given for breeds that are known to be prone to hip dysphasia are overweight or over exercised. Failure of the Buyer to provide puppy with timely, regular

veterinary care will void and null this guarantee. This guarantee does not cover any Veterinarian costs. The Buyer understands that owning a puppy involves frequent visits to a Licensed Veterinarian and that he/she will be responsible for all payments. Health issues that can be treated with medication or surgery are not covered by this Guarantee including, but not limited to: intestinal parasites (Giardia, tapeworms, hookworms, coccidiosis, roundworms, or ringworm). Hypoglycemia, low blood sugar, or sugar shock. Allergies, cherry eye, herniations (inguinal, diaphragmatic or perineal), heart murmur (grades 1-3), patella luxation (grades 1-3). This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. Failure to obtain all receipts will void this guarantee. All dogs must not be over exercised during their growth period. Over exercising is as follows: running with the dog or jumping the dog. The dog must be in good physical condition. All the above mentioned conditions must be met or all guarantees above mentioned will be null and void. This guarantee does not cover temperament issues as they can be caused by a number things, such as lack of discipline, proper dog socialization, or lack of training. The Buyer is responsible for all transportation costs to and from the Seller. If within on (1) year from the date of purchase the dog is established and certified by two (2) licensed Veterinarian doctors to have congenital or hereditary disorders which adversely affect the health of the animal, and if Seller/Breeder is notified within two (2) business days of the Veterinarian's determination, the Seller/breeder will provide a replacement puppy equivalent to the original value of the puppy. The Seller/Breeder is not responsible for any Veterinarian fees, shipping costs or any other associated costs.

All certified records, reports and scans must be sent to the Seller/Breeder along with written authorization by the buyer giving the seller/breeder explicate right to speak with the veterinarians on their reports, findings and scans. The seller/breeder has the explicate right to require a third opinion on the matter at hand by a veterinarian of their choosing before a final decision can be rendered on the congenital or hereditary disorder. If there is consistency of all three (3) veterinarians in the examination, testing and scans then the seller/breeder is not responsible for any veterinarian fees, scans and diagnostic testing procedures in the evaluation of the puppy in question. The seller/breeder is also not responsible for shipping costs or any other associated costs incurred in the transportation of the puppy back to the seller/breeder.

19. Buyer agrees that for any reason they cannot keep the puppy and need to surrender the puppy, they will not for any reason give it to a pet shelter, Humane Society or rescue of any kind without first giving the Seller first right to pick the puppy up. Regardless of age or location Seller will always have the first right to the puppy in the event of surrender.
20. Faxes and Online agreements are as Originals: Both parties agree that faxes and or online agreements of signed documents shall be considered the original signatures for purpose of validity, including credit card transactions.
21. Buyer and Seller/Breeder acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and that it is superseded and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

I, the purchaser (Buyer) of a puppy from The French Bulldog Kennel hereby acknowledge that I have read, understand, and agree to the terms of this document. I agree that I am 18 years of age or older and have the right to purchase this puppy. Further, I accept the terms and conditions of the guarantee for congenital or hereditary disorders printed in this document, and I waive and relinquish any other rights that I might otherwise have in the event of such occurrence. The failure of not following the procedure outlined above will result in the cancellation of this guarantee. No cash or credit card refunds.

BREEDERS SIGNATURE  \_\_\_\_\_ Date: 7/24/20 \_\_\_\_\_

BUYERS SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_

BUYERS PRINTED NAME \_\_\_\_\_