French Bulldog Puppy Purchase Contract

**The Frolicking French**

Ashlee and Eric Johnson

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The following agreement is made on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. Agreement is made between Ashlee Johnson (referred to as seller throughout agreement) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to as buyer throughout agreement) to establish clear terms and conditions for the purchase of a purebred French Bulldog (referred to as puppy throughout agreement).

**Puppy Identification:**

Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire AKC #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam AKC#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date whelped: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AKC Litter Registration #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Description of puppy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Terms and conditions for the sale of the above indicated puppy are outlined hereafter. Health at the time of ownership transfer from seller to buyer:

1. Seller states puppy has been examined by a licensed veterinarian. Puppy has been evaluated and deemed in good health, free of any communicable diseases, defects, or parasites. Written proof is provided to buyer by seller in the form of a travel certificate signed by the licensed veterinarian (if puppy is flying via cargo).

2. Puppy is current on all inoculations and has been regularly wormed at the time of ownership transfer. Seller advises that buyer worm puppy after transport. Parasites can easily be contracted during transport exposure time.

3. Buyer agrees to have puppy examined by a licensed veterinarian no later than 48 hours after taking possession of puppy. Failure to have this initial examination will result in health guarantee and replacement warranty being null and void.

Initials: \_\_\_\_\_\_\_\_\_

4. Buyer represents by purchasing this puppy that they have adequately researched and understands the French Bulldog breed, it’s temperament, prevalent health issues, and breed specific traits. Buyer should be aware and understand a few common and not uncommon health issues such as hemivertebra, brachiocephalic issues, adverse reactions to grain and chicken in diet, intolerance of heat, etc.

**Fitness of Purpose and Breeding Status:**

 1. If puppy is sold with limited AKC status as a pet only buyer agrees puppy is to be a pet and will not be used to breed. Any offspring cannot be AKC registered. Breeding of a pet only puppy will void the health guarantee.

 2. Puppy is sold with no guarantee or warranty that it will be suitable or excel at any specific purpose including but not limited to breeding, show ring performance, obedience trials, etc.

 3. Any estimation of final weight, body type, or look cannot be guaranteed or warranted. Buyer can make an educated guess based on experience but this in no way is a guarantee of a specific size, weight, shape, etc. It is understood by both buyer and seller that any such estimation is opinion, not fact, and not any guarantee or warranty.

 4. Regarding color: any statement of color is the opinion of the seller based on her personal research and experience. All color is represented accurately to the best of seller’s knowledge and understanding. In the case of color that cannot be genetical proven (chocolate, lilac, chocolate & tan, lilac & tan) buyer agrees that they purchase at their own risk. By purchasing a dog of a genetically unproven color buyer agrees with seller’s opinion of color and assumes the risk that dog may be proven later in life to not be assumed color and does not hold seller responsible in this unlikely case.

 5. Buyer acknowledges that seller can make no guarantee/warranty that puppy will be able to breed when mature.

6. If buyer does not spay/neuter puppy and wishes to acquire full registration buyer will pay the difference in price from pet price to full registration price. Seller will lift limited registration and buyer may then use puppy for breeding purposes after acquiring full registration status from AKC.

**Health Guarantee and Replacement Warranty:**

 1. If puppy is found and certified by two (2) licensed veterinarians to have a major/debilitating genetic/hereditary defect that currently adversely affects health within one year of purchase and seller is notified within five (5) business days of the determination the seller will replace the puppy in accordance with the terms set forth below. Monetary refund or reimbursement is neither implied or stated; health guarantee and replacement warranty is for a replacement puppy only not monetary refund of purchase price or costs of care while in the possession of buyer.

 2. Health guarantee does not cover minor issues or environmentally caused issues such as allergies, hernias, alopecia, elongated palate, nares surgery, cherry eye, sensitive diet requirements, hemivertebra, spinal abnormalities not uncommon in the breed and not currently causing adverse health effects, etc. Temperament is not covered as this is impacted by numerous factors outside the control of the seller, including but not limited to lack of training, discipline, neglect, abuse, improper socialization, etc. Health guarantee covers DEBILITATING disorders that are GENETIC.

Initials: \_\_\_\_\_\_\_\_\_

3. Worms, fleas, parvo, giardia, coccidiosis, demodectic mange mites, & other parasites are not covered by this guarantee.

4. Neglect or negligence on part of buyer is NOT covered by this guarantee.

5. Necessary documentation, test results, and diagnosis must be from a licensed veterinarian. Written veterinarian documentation is required prior to replacement.

 6. Documentation of disorder must be provided to seller and seller’s veterinarian. Seller can request specific test based on advice and opinion of seller’s veterinarian.

7. Should death occur as the result of a GENETIC disorder within one year of agreement date, a necropsy must be performed by a licensed veterinarian. All results must be provided to seller and seller’s veterinarian.

8. Puppy shall be replaced as per contract if seller’s veterinarian agrees with findings of a debilitating genetic disorder as described above.

9. Seller will replace puppy from current or future litter. Replacement puppy will be same sex and equal value within one calendar year. If a same sex/equal value puppy is not available within one calendar year seller can provide a different sex/different value puppy and buyer will pay price difference to seller.

10. If puppy is replaced, original puppy and all AKC documents must be transferred back to seller’s possession. All medical expenses and veterinarian fees before transfer back to the seller are the responsibility of the buyer.

11. Transport back to seller of original puppy and transport of replacement puppy to buyer are the responsibility of the buyer.

 **Sale Price & Deposit:**

 1. Puppy will only leave the seller’s possession when price is paid in full.

2. A deposit will hold puppy for buyer until the puppy is 8 weeks old. The remainder of the agreed sales price will be paid in full before buyer may take possession of puppy. Deposit is deducted from total sales price.

3. Deposits are non-refundable only transferable. If you need to for go getting your puppy that you’ve chosen, we understand. Realize this DOES not put you at the top of our next breeding. You would fall back into the order of deposits received, your deposit timing meaning the time you transfer.

 4. Sale price and deposit do not include transportation of puppy from seller to buyer. Transport fees/expenses are the responsibility of the buyer. Puppy will fly cargo, with a puppy nanny, or arrangements will be made for picked up.

5. Unless agreed upon in writing and signed by both buyer and seller all costs of care for puppy that must be held past 8 weeks of age are the responsibility of buyer.

6. Deposit is forfeit if remaining balance is not remitted to seller within 7 days after puppy reaches 8 weeks of age. Seller shall not refund deposit in this case and deposit will not be transferred to another puppy. At this point seller is free to place pup elsewhere.

Initials: \_\_\_\_\_\_\_\_\_\_

**Care of Puppy:**

 1. Buyer acknowledges that puppy is a Brachycephalic breed and agrees to provide proper care for the special needs of this breed.

2. Buyer agrees to seek medical treatment for any conditions or injuries puppy may experience when beyond the scope of what the buyer can provide. Medical treatment is to be provided in a timely manner.

3. Preventative health care will be provided to the puppy by buyer. This includes inoculations, parasite prevention, etc. All veterinarian costs and costs of care after buyer takes possession of puppy are the sole responsibility of buyer.

4. Buyer states s/he is purchasing puppy for a personal companion and is not an agent of or for any pet store, puppy mill, or kennel.

5. Puppy will be a loved companion and will receive proper housing; air conditioned environment in hot weather, heated environment in cold weather. Puppy will not be housed outdoors in a kennel or chained outdoors. Puppy is sold as a “house dog” and will not be left out to suffer from exposure. Brachycephalic breeds are not suited to outdoor living.

6. Buyer will provide proper nutrition, medical care, preventative health care, a suitable environment, and a loving home for puppy.

7. Puppy currently receives a diet of Royal Canin Bulldog puppy food. Seller provides a supply of current food to buyer with puppy. Puppy is thriving on current food and if buyer wishes to feed a different brand they agree to safely & slowly change food to avoid any digestive upsets that may impact health of puppy.

 8. If at any time throughout the life of the puppy buyer can no longer care for or keep puppy seller will accept puppy back or assist in rehoming puppy in a suitable home. Buyer agrees puppy shall never be abandoned, surrendered to a shelter or similar institution, or placed in a home where puppy does not receive care outlined above.

Registration of Puppy 1. If puppy is sold with limited AKC registration progeny of puppy cannot be AKC registered and breeding, whether intentional or accidental, results in termination of health guarantee and warranty.

2. Seller’s obligation to provide “papers” is complete when buyer receives official AKC papers.

3. Please register your puppy with AKC as soon as you receive the puppy and papers.

4. Through the lifetime of the puppy if the AKC status is limited, revoked, or terminated through no fault of the seller, no damages or replacement is due from seller to the buyer.

5. If buyer wishes to change the status of AKC registration from limited to full see Breeding Status/Rights above.

Initials:\_\_\_\_\_\_\_\_\_

**Contract:**

 1. This agreement is to protect puppy, buyer, and seller from any harm, false assumptions or misunderstandings of what responsibilities are expected or required from each party. Buyer and seller agree to the terms and conditions contained within this entire agreement.

2. Any change, exception, or addition to the terms and conditions in this agreement must be attached to this agreement and signed by buyer and seller both.

3. Any breach of the terms and conditions included in the agreement made between buyer and seller will release seller from any obligations included within this agreement.

4. In the unlikely event that seller must seek legal action against buyer for breach of this agreement, the buyer will assume all attorney and legal fees. Any such action will take place in Kalkaska County, Michigan. Notwithstanding any federal, state or local statutory, ordinance, or legal provision to the contrary, Buyer and Seller contractually agree that any action or claim brought by Buyer against Seller for breach of this agreement or for loss due to negligence must be brought within one (1) year of the date of such claim or loss occurs.

Seller: Ashlee Johnson

 Seller’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: frolickingfrench@gmail.com

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (248) 736-6064

Buyer: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_