

# Puppy Sale and Transfer Agreement

**DATE:**

THIS AGREEMENT BY AND BETWEEN THE FOLLOWING PARTIES:

**The “Buyer”:**

**Address:**

**Email:**

**Phone:**

- AND -

**The “Seller”:**

**Address:**

**Email:**

**Phone:**

**Purchase and Transfer of the following in accordance with the Terms and Conditions contained solely within the four corners of this agreement.**

<b>Description:</b>		
<b>Sire:</b>		
<b>Dame:</b>		
<b>Date of Birth:</b>	<b>Litter #:</b>	<b>Registration Type:</b>
<b>Option to purchase full breeding rights (1 year limitation unless otherwise stated)?</b>		
<b>State of health:</b>		

**The parties accept and agree to be bound by the Terms and Conditions governing the purchase and sale of the Dog.**

## TERMS AND CONDITIONS

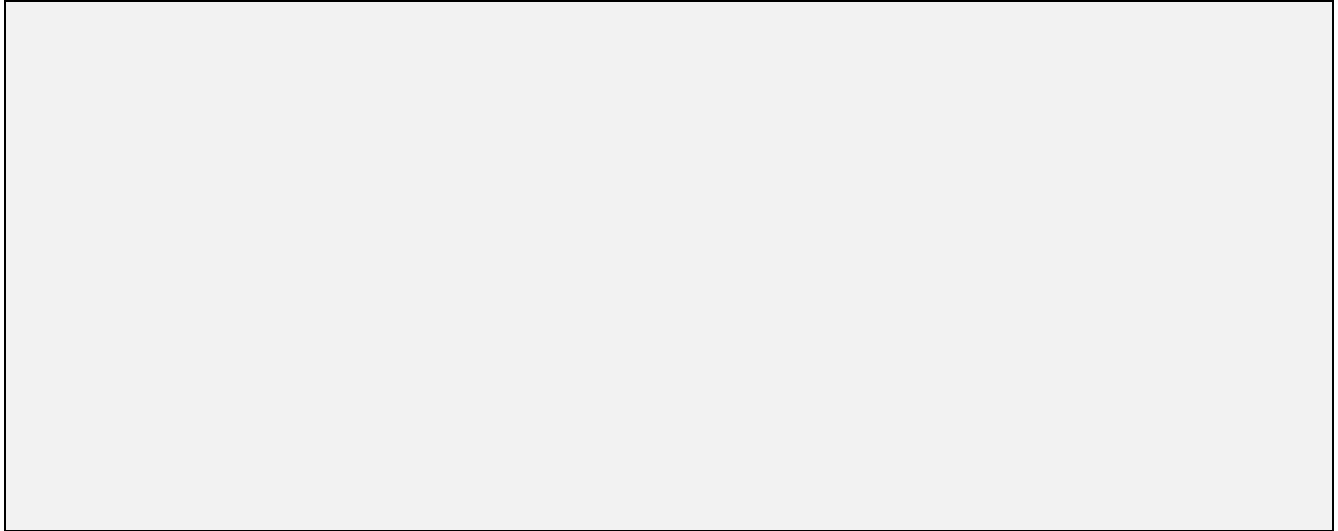
### 1. Deposit, Payment of Purchase Price, Fees

The Buyer(s) agree to the sale (the “Purchase”) and terms required for the transfer of ownership of the puppy listed below. Seller grants, sells, conveys and transfers ownership of the following dog (the “Dog”) to Buyer upon receipt of payment in full (which will be recorded in a receipt outside and separate of the four corners of this document), or in accordance with the following terms:

<b>Price:</b>		<b>Payments:</b>	
<b>Misc:</b>		<b>Deposit:</b>	
<b>Subtotal:</b>		<b>Remaining Balance:</b>	

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## 1.1 Additional terms and conditions



In the event the buyer fails to fulfill the terms listed above the buyers agree to forfeit the puppy and pay all fees associate with the return of ownership to include, but not limited to Transportation, registration, Veterinarian examination and associated preventative, and recommend or required care fees. The transfer is NOT considered complete until such time that the Buyer provides payment in full, which will be reflected in a signed receipt from the Seller, or the Sellers signature on the final section of this document titled “Acknowledgement of Payment in Full”).

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

- (a) Buyer fails to complete the purchase of the Dog for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price as required above, or at the time or delivery. In either event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer’s deposit will, at Buyer’s option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

Unless otherwise agreed to, a boarding fee of \$ 20.00 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.

## 2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller’s sole cost) shall promptly take all actions required to officially transfer ownership and registration of the Dog to Buyer.

## 3. Seller’s Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance (unless listed herein).
- (c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dame.
- (d) The Dog is in good health as determined by the last examination by our vet. The sellers are not veterinarians and therefore relay solely on the examinations of our veterinarian to determine health.

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(e) Buyer has **3 days from the date they take possession (indicated by the date on which the buyer signs section 12)** to have the puppy examined by a licensed US Veterinarian (buyer is responsible for paying all associated medical fees and treatments are the sole responsibility of the buyer and non-reimbursable by the seller). If a puppy is diagnosed with a genetic, life threatening, non-curable disease (other than those listed below), the puppy will be exchanged by the seller when a puppy of like color or value (as determined by the seller) is available. The buyers agree to accept the examination of our vet regarding the condition and health of the puppy at the time of transfer or has 3 days to have the puppy examined by a veterinarian of their choosing. **The warranty is good for 1 year from the date the buyer takes possession of the puppy indicated by signing the agreement.**

**Note: All non-life-threatening issues** (to include those common to the breed, build or type of dog) regardless of the origin (such as genetic, hereditary or non-genetic) are not covered by the warranty. All costs associated with the examination and treatment are the sole responsibility of the buyer and will in no way shall the seller be responsible for (in-part, or whole) costs incurred (direct or associated) at any time once the buyer takes possession of the dog.

**Note:** A notarized copy of the examination (signed by two unassociated Veterinarians) clearly stating the diagnosis, with the supporting test results from the examining Veterinarians statement clearly showing the examination identified a genetic life threatening, non-curable disease is required for exchange. Under no circumstances (unless otherwise documented in writing by the seller will a refund [full, or partial] be given). The seller reserves the right to have the puppy returned in the event a replacement is warranted. The Seller reserves the right to have a veterinarian of our choice validate the diagnosis either through review of the provided information, examination or both. Travel and other fees associated with this will be the responsibility of the buyer.

**Note:** This Guarantee does NOT cover conditions such as, but not limited to; Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, luxating patellas, loose knees or hips, Stenotic nares, thyroid dysfunction, elongated soft pallet, innocent (benign) heart murmur, umbilical hernia, dermatitis, demodectic mange, Kennel cough, coccidia, or hernias, Degenerative Myelopathy, or IVDD. There are certain disorders that may be caused by environmental factors that are NOT covered under this guarantee, such as urinary tract infections, skin allergies/issues including demodectic mange, sarcoptic mange, ringworm, or any other mites/fungus; also autoimmune disorders, intestinal parasites including coccidia and giardia or any other parasitic, or other disorders such as autoimmune disease(s) that may or may not be related to, or caused by environmental factors. Seller will **NOT** replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Any genetically related disorders / diseases identified as “Recessive, or “Carrier” are not covered. Do to the nature of Giardia and Parvo, neither are covered 24 hours after leaving our home. Optional or elective procedures are also not covered. Immunizations and worming shall be done a minimum of 2 days apart. Lepto vaccine, Brovecto, Simparica trio, or other multi-treatment medications should not be administered to the puppy as it has been known to cause some serious health issues even resulting in death.

The Buyer agrees that they have thoroughly researched the French Bulldog breed and understand the many health issues they can possess. Buyer is responsible for all medical costs of their puppy to include the initial exam and any costs associated therewith and thereafter. This guarantee covers only the original Buyer and is not transferable, and any warranty contained herein (actual or implied) will be voided if any the terms and conditions are not fully meet.

The Buyer and Sellers agree that if there is a differing opinion between (the Buyer and the Seller, or between Veterinarians) as to the health (or condition) of a puppy, the examination results from the Sellers Veterinarian will be used.

A puppy with a confirmed life-threatening genetic defect will be replaced as follows:

- The seller is informed within the initial 3 Days from the date of purchase of licensed veterinarian’s life-threatening diagnosis.
- The Seller reserves the right to have a second, unassociated veterinarian examines the puppy to verify the condition. All costs associated with the Veterinarian examination(s) are the sole responsibility of the Buyer(s) and will not be reimbursed in part or whole by the Seller. The second Veterinarian must state (confirm) the same diagnosis. This diagnosis must then be confirmed by the sellers Veterinarian.

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- The seller will provide a puppy of equivalent color or value (as determined by the seller and not to exceed the purchase price) when a puppy is available) (No refunds will be issued)
- The buyer is responsible for all travel / transportation & miscellaneous (related) fees associated with the examination, testing, treatment and replacement.
- The puppy must be returned to the seller by the buyer in good condition.
- If a puppy is returned in poor condition, or is not update on all shots, or displays any signs of neglect, no exchange will be granted.
- The puppy cannot be returned with and must be free of Giardia.
- In the event there is a question regarding the health and condition of any animal covered by this agreement, the Buyers willing agree (consent) to allow OGB or its designated represented unfiltered access to speak to any and all veterinarians, clinics or others that provided care and treatment for the animals covered by this agreement. This consent also allows for the requesting and transmitted of medical records pertaining to all animals covered by this agreement.

(g) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. In these instances, the Seller will **NOT** issue a refund or provide another Dog (replacement) to Buyer.

## 4. Fitness of Purpose

The Dog was bred and sold solely as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes. Unless otherwise indicated in section 10, no DNA health testing was performed on the puppy. We cannot guarantee the disposition, temperament, conformation, size, weight, color, genetics or breeding ability of the puppy.

## 5. Buyer's Representations

Buyer represents to Seller that:

***(a) Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.***

***(b) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.***

(c) Buyer will provide the Dog with nutritious food and necessary veterinary care, including de-worming, heartworm prevention and regular vaccinations (including rabies).

(d) Buyer is **NOT** acting as agent for any other person or business in the purchase of the Dog.

(e) Buyer will **NOT** sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.

(f) In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

(g) The buyer will not allow the puppy to be taken to dog parks, placed on the ground in public areas or allowed to interact with unvaccinated dogs/animals until fully vaccinated. Failure to do so will automatically void any and all warranties. We are not responsible for Parvo, Distemper or Corona virus after 48 hours of the sale, as these are highly contagious diseases and they can be contracted immediately after leaving the breeder.

## 6. Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller

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from any and all liability, costs or damages caused by the Dog after possession / placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

## 7. Limitation of Action

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 such claim or loss occurs.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Sellers State of residence.

## 9. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement. The buyer, by their signature attests to reading, fully understanding and agrees to abide by the terms and conditions contained in this document

## 10. Acknowledgement of Agreement

By signing you agree that you have read, understand and agree to (all) the terms and conditions outlined in this agreement.

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(Seller)  
Date Signed:

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(Buyer)  
Date Signed: