



## **Puppy Purchase & Sale Agreement**

### **I. Introduction and Description**

- Purchase and sale of French Bulldog puppy.
- Puppy description (sex, dam, sire, whelping date, physical description).
- Deposit/reservation system.

### **II. Buyers obligations**

- The Buyer agrees to provide the dog with proper exercise, diet, shelter, general care, veterinary care, training, and socialization.
- The Buyer agrees that the Kennel may continue to use the dogs name, image and other information in advertising the Kennel.
- The Buyer agrees that all dogs shall bear the Kennel's name in all advertising and marketing, and on all registration paperwork.
- The Buyer agrees that if he/she is unable to keep the dog, the kennel has the first option to accept the return of the dog.
- The Buyer must bring his/her puppy to the veterinarian within one week of examination.
- The Buyer acknowledges that he/she is familiar with the traits of the breed and accepts the lifetime responsibility for training and socializing the dog.

### **III. Kennel's Obligations (includes warranty)**

- The Kennel agrees to furnish a copy of the puppy's registration paperwork and pedigree at which time the Kennel is reasonably able.
- The Kennel agrees that the dog is in good health and sound temperament to the best of the Kennel's knowledge- the Kennel cannot be responsible for alterations in the dogs temperament while under care of the Buyer.
- The Kennel agrees that the puppy has received all vaccinations and dewormer appropriate to the puppy's age.
- The Kennel offers a two-year warranty on severe genetic defects that expires two years from the date of birth of puppy. Should the Buyer seek to use this warranty, he/she must meet the necessary requirements outlined in the agreement. If the Buyer meets necessary conditions, the Kennel agrees to a one time puppy replacement with a puppy of equal value at which time the Kennel is reasonably able. Should the Buyer decide to keep their canine, the only remedy available to them is 50% off the price of a future puppy and accepts the responsibility of any medical expenses for that canine. This warranty is null and void if the Buyer has failed to comply with terms of the warranty and has shown negligence in the abuse in care of his/her dog.

## IV. Breeding Rights Addendum

### Puppy Purchase & Sale Agreement Section I

#### Introduction

The parties enter into this contract for the purpose and sale of one (1) French bulldog. The contract terms set forth are prepared for the benefit of each individual dog, breeder, and buyer. Without regard to the breed of dog, there is always risk of physical problems even in the most selective breeding practices.

This (sex) \_\_\_\_\_ (breed) \_\_\_\_\_ puppy was born on \_\_\_\_\_, 201\_ to sire \_\_\_\_\_ and dam \_\_\_\_\_ and can be described as \_\_\_\_\_.

The puppy has been reserved with a non-refundable deposit that counts toward the total price of the puppy. Position in the reservation order is determined by order of deposit received. All deposits are fully transferable to future litters (wherein the reservation order may change), currently available puppies, or other canines although the price for each of these canines may not necessarily be the price for the original puppy.

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ is between Baby Blue Kennels (Kennel), located at \_\_\_\_\_ and the BUYER residing at \_\_\_\_\_.

#### Section II.

##### Buyer's Obligations

The buyer agrees to provide the dog with proper exercise, diet, shelter and general care and properly maintain adequate accommodations for a French bulldog considering its size and weight. The buyer further agrees to provide regular veterinary care including checkups, booster vaccinations and any other care needed by the dog (e.g regular worming, illnesses, injuries, etc). The buyer also agrees that the dog shall be maintained and kept under Buyer's control at all times and not allowed to run at large (with possible exception of under direct supervision and control of owner).

There are many factors that can influence growth and development of a small breed dog, such as diet, exercise, weight gain, proper veterinary care etc. The Buyer agrees to complete the appropriate vaccinations, give the dog regular and appropriate exercise, and feed the dog appropriately. The Buyer agrees to properly train and socialize the dog.

The Buyer agrees that the Kennel may continue to use the dog's name, picture and/or information in advertising the Kennel or other dogs.

The Buyer agrees to register and advertise all canines purchased from Baby Blue Kennels with appellation relevant to the breeding, i.e all dogs must bear "Baby Blue" in front of their elected name. E.g "Bronco" must be "Baby Blue Bronco" on all registration paperwork as well as any advertising and marketing done using this canine. All dogs bred by Baby Blue Kennels must bear this name or the contract may be considered void and the dog returned to Baby Blue Kennels.

The buyer is encouraged to bring his/hr puppy to a qualified veterinarian within one (1) week for a preliminary veterinary evaluation. The Kennel agrees that the puppy is current on shots and dewormer appropriate to the puppy's age.

If at any time, there is demonstrable neglect, abuse or illegal involving this canine, said canine is subject to immediate forfeiture to the Kennel.

In the event of breach of this agreement, the Buyer agrees to pay all expenses of retaking, holding, preparing for sale, selling, and expenses as may be allowed by law and incurred by the seller in enforcing his/her rights under this security agreement. The dog may be subject to f not forfeit if the Buyer does not fulfill his/her obligations.

### Section III. Seller's Obligations

The Kennel agrees to register the puppy with an appropriate organization and will forward the registration paperwork and pedigree to the Buyer upon receiving it from the registry. The Buyer acknowledges that due to factors out of Kennels control, the registry may take some time in returning the paperwork to the Kennel.

The Kennel believes the dog to be in good health and sound body and that to the best of the kennels knowledge, the dog is of stable temperament and sound disposition at the time the dog is transferred to the buyer. Environment plays a unique and important role in the development of the dogs personality and disposition.

The Kennel is not and cannot be responsible for undesirable traits the dog accrues once it is transferred to the Buyer.

The dog is warranted only for the purpose of bring a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

The Kennel offers a two-year warranty on severe genetic health defects that expire one year from the date of birth of the puppy. If the Buyer wishes to seek warranty, he/she must bring their canine to a qualified veterinarian. Should the dog expire, a necropsy must be performed and cause of death to be determined from a pre-existing congenital condition. All pathology and findings must be submitted to the Kennel within two weeks of the necropsy. All of these diagnostic veterinary visits are the sole financial responsibility of the Buyer.

The Kennel reserves the right to seek a second option in any and all cases wherein the Buyer seeks to utilize this warranty. This warranty is applicable only to the Buyer and is not transferable to any third party. The Buyer agrees that the remedies listed below are only remedies available.

If the buyer meets necessary conditions for warranty, the Kennel agrees to a one-time puppy replacement with a puppy of equal value at which time the Kennel is reasonably able. The Buyer bears the responsibility for shipping the dog to Baby Blue Kennels, should he/she seek puppy replacement. Should Buyer decide to keep his/her canine, the only remedy available to him/her is 50% off the price of a puppy of equal value when the Kennel is reasonably able and further accepts responsibility for any medical expenses for the canine. This warranty is null and void if the Buyer had failed to comply with the terms of the warranty or has shown negligence or abuse in the care of his/her dog.

### Acceptance

**By signature below, both parties affirm that they have read and understood this agreement:**

Signature (KENNEL) \_\_\_\_\_.

Date

\_\_\_\_\_.

Date

Signature (BUYER) \_\_\_\_\_.

\_\_\_\_\_.

## Section IV.

### Breeding Rights Addendum

The kennel agrees to one of the following breeding rights and responsibilities for this canine by initialling the relevant type of breeding rights below:

A. Full breeding rights. Transfer of all breeding rights to the Buyer. Buyer agrees to not breed the dog before is it physically and psychologically mature and never outside of the breed. The Buyer agrees to not breed the female before she is two years old and no more than four times in her lifetime. All breeding must be approved and litter information shall be submitted to the Kennel for the Kennel's records.

Initials: Kennel \_\_\_\_\_ Buyer \_\_\_\_\_.

B. Partial breeding rights. Applicable only to males. The Kennel reserves the right to breed this male to any of the Kennel's females to improve the Kennel's breeding stock or enhance the Kennel's breeding program without monetary compensation to the Buyer for the length of the dog's entire life.

Initials: Kennel \_\_\_\_\_ Buyer \_\_\_\_\_.

C. No breeding rights. At no time shall the Buyer use this canine for breeding at any time. The Kennel shall remain the owner on registration paperwork to prevent this. The Buyer is encouraged to spay or neuter this animal.

Initials: Kennel \_\_\_\_\_ Buyer \_\_\_\_\_.