Baby Mac Frenchies Puppy Contract

Please let this agreement made on (*Buyer*)

between (Seller) &

serve as a record of receipt of waitlist fee & to include 1yr Congenital Health Guarantee for said French bulldog puppy:

Description of Dog:

Breed: French Bulldog Sex/Markings: Whelped: Sire: Dam: *Price of dog:*

Receipt of payment:

Non-Refundable Retaining fee of <u>\$500</u>. Balance of due 3 days prior to transport date.

One Year LIMITED Congenital Health Guarantee

Said puppy is guaranteed to be in proper health at the time of sale through a full health check with our preferred Veterinarian Dr Payton or Dr Todd with Harmony Pet Hospital which will provide *all vaccinations, wormings, and health checks by week 7 before leaving our home.*

It is then the responsibility of the "*Buyer*" to have the puppy examined by their preferred Licensed Veterinarian within 72 hours of receiving the pup then forward documentation to the "*Breeder*" within 5 days or the Health Guarantee in its entirety will be *VOID*.

If within **72** hours, a Licensed Veterinarian diagnoses & declares puppy to be unfit for sale due to poor health the puppy may be

returned for a full refund or returned for a replacement puppy of equal value. Any medical costs once leaving our care are not applicable to the **SELLER**. In addition, any return shipping/transportation is the sole responsibility of the *Buyer for return of puppy and costs for a replacement puppy*.

➤ Buyer understands that a puppy is a baby and that sometimes he/she may get sick due to stress or changes in environment. He/She is leaving our home and entering a new environment and stress related symptoms/illnesses may occur. Soft or loose stools and lack of appetite are very common during the first week for a puppy in a new home. If the Buyer chooses to change food or allow new treats this will cause your new puppy to have loose stools until their system adapts to the new diet. Which is why we, the Seller, suggest you the Buyer to continue feeding the diet your puppy was weaned onto. Once they adjust and settle into new home these things usually resolve themselves on their own.

➤ Buyer understands that once the puppy leaves the Seller's possession there are some common conditions that can affect puppies that are NOT COVERED under this guarantee. Coccidiosis (Coccidia), Giardia,(Bordetella)kennel cough, or any upper respiratory virus or worms/parasites are not covered under this guarantee, all of which can be common in puppies, be transmitted easily between other dogs, are not life threatening and will resolve with treatment. Seller HIGHLY recommends you (the Buyer) do NOT place your puppy on the ground in public places or share close proximity with other animals outside your home until their immune system is better developed after 18 weeks of age or until after vaccination schedule is completed. We also HIGHLY recommend you do NOT visit dog parks, pet shops, and doggy day cares as these are breeding grounds for disease and illness even for vaccinated adult dogs!

In addition, the word "*limited*" is included due to conditions that are very common to the French bulldog breed that are not covered by this guarantee as well as conditions that can result in subjection. Buyer understands that the following conditions are <u>NOT COVERED</u> under the Guarantee for any refund or

Buyer's initials

Coccidia, Kennel cough, Giarrdia, Distemper, Parvo, Autoimmune issues (these are commonly vaccine related), Brachycephalic syndrome/BOAS (this **IS** a brachycephalic breed), Pinched nares/Stenotic nares or collapsed nostrils, Elongated Soft Palate, tracheal hypoplasia,

Entropion, Ectropion, Visible hawes/wall eyes, heart murmur up to grade 2, inverted/redundant vulvas, cryptorchidism,luxating patellas grade 1, straight stifles,splayed feet/crooked toe,loose hips/elbows, (mild/moderate dysplasia),Rickets, tail issues (kinked, crooked, or inverted), hernias, interdigital cysts, wry jaw, pigeon chest, demodex, death occuring after any surgery or any sedation including spay/neuter, poop eating, snoring, crooked teeth, excessive shedding, under bite, over bite, hot spots, ear infections, yeast infections, tail pocket issues, cherry eye, deafness, skin or allergy issues or ANY INJURY while in **Buyers** care.

Seller **GUARANTEES** said puppy, until their 1st birthday, that it is free from any LIFE **THREATENING CONGENITAL/HEREDITARY** defects related to the following conditions **ONLY**:

1. <u>Life threatening</u> heart defects (heart murmurs must be a grade 2 or higher <u>after 12 months of age</u>) confirmed diagnosis by (2) separate Veterinarians

2. <u>Neurologica</u>l disorders must be a confirmed diagnosis by (2) separate Veterinarians

3. <u>Patellar Luxation</u> on dogs sold with <u>FULL RIGHTS</u> of Grade 2 or higher <u>After 12 months of age</u> and must require surgery to warrant a replacement. Grade 1 and non-symptomatic grade 2 are NOT covered. Video proof will be required for dogs that are symptomatic along with (2)Veterinarian confirmed diagnoses.

4. <u>Severe hip dysplasia</u> (must be confirmed by x-ray and be graded severe and requiring amputation, femoral head removal, fusion surgery or euthanasia). Mild/moderate dysplasia is *NOT* covered as most bulldog breeds do not have good hip conformation and mild/moderate dysplasia can be environmental, as well. Environmental means through repeated trauma to the undeveloped joints through rough play, too much exercise, jumping on and off of furniture and decks, slick surfaces, etc..

Will require (2) separate Veterinarian diagnosis

5.<u>Severe Spinal</u> abnormalities French bulldogs as well as many other brachycephalic breeds commonly have at least one hemi vertebrae, if not more. Replacements for spinal issues will be discussed on a case by case basis considering the quality of life of your dog, the opinion of your vet and whether surgery/euthanasia is necessary. (Please do not let your dog jump from high surfaces, as this can increase the chances of a 'normal' hemi vertebrate becoming problematic). Hemivertebrae found in routine xray that are <u>not currently problematic</u> will NOT be considered for replacement. Will require (2) separate Veterinarian diagnosis

6. Any other <u>LIFE THREATENING conditions</u>, which means <u>conditions that require euthanasia as ONLY optionor sudden</u> <u>death</u> will be discussed on a case by case basis and will require a necropsy with conclusive evaluation.

In Addition:

> *Buyer* must provide proof that said puppy was provided with routine preventive care, such as, but not limited to:

• Annual physical examinations by a licensed veterinarian and followed veterinarian guidelines for vaccinations, deworming, heart worm prevention, and overall general care.

•*Buyer* must provide (<u>2</u>) separate diagnosis for any health issues mentioned above to be warranted under this contract

•*Buyer* must have a necropsy performed if puppy dies suddenly or must be euthanized to determine *CONCLUSIVE* diagnosis before any consideration will be given to the fore mentioned.

•Buyer agrees that if puppy is to be purchased as "pet only" without any breeding rights proof of spay from licensed Veterinarian must be provided by 14 months of age before any registration will be released. Any pregnancy resulting in said female will be immediate grounds to terminate all guarantees, registration will be denied, litter will be reported and legal action will pursue up to 10,000\$.

•Seller does not guarantee puppies sold with full rights to be of breeding quality, only that the opportunity to breed exists for *Buyer* to discern if said pup matures to sound & proper health, as well as all structural components to be breeding quality. *Seller* pricing reflects full rights at an additional \$500 more than pet cost which will be the only amount offered for refund for reproductive issues once a proof of Veterinarian diagnosis is given.

> Puppy must be paid in full by 8weeks of age or all monies paid and all claims to the puppy will be forfeited unless another agreement supersedes. > All holding fees are considered *non-refundable* due to retaining and removing puppy from public availability for sale purposes for the said intended buyer.

> Seller WILL NOT be responsible for any medical expenses incurred once said puppy is in Buyers possession. Buyer is aware that owning a puppy means trips to the veterinarian and understands that he/she will be responsible for all payments.

 \succ This guarantee applies to the original puppy only and is not transferable to a second party.

> No replacement puppy will be given if the puppy has been bred, or euthanized without seller's permission.

➢ Replacement puppy will be mutually agreed upon by both parties and will be of comparable quality and worth. It is understood that the replacement puppy may not be from the exact same parents of original puppy. Any puppy desired not of equal value WILL REQUIRE additional payment.

By signing contract you understand and agree that any *CONDITIONS NOT* listed in this agreement for refund or replacement are *not guaranteed*. Buyer also understands that a 2nd opinion from another Veterinarian <u>WILL BE REQUIRED</u>, at the Buyer's expense, to confirm any conditions that may warrant a refund or replacement.

Buyer understands and is fully aware that <u>NO REFUNDS WILL BE</u> <u>GIVEN FOR ANY REASON</u> other than those stated in this agreement.

_____ (Buyer's Initials)

This contract supersedes any and all previous agreement and is *null and void* if the *terms and conditions are not fulfilled*. *Buyer* agrees that he/she understands this contract fully, and that this contract is under the jurisdiction of the State of New York, in the county of Schenectady. It is agreed that the place of venue shall be in

Signature