

Macnaughty Bulldogs

Anthony Konop and Jodi Vetter

Balaton, MN 56115

(605) 520-4954

This agreement is made this _____ day of _____, _____, and is between the breeder (seller) and the buyer as named below:

Breeder(s) (sellers): _____

Buyer(s): _____

Buyer(s) valid address (street/ ave., city, state, and zip code): _____

Buyer phone number(s) and email address: _____

AKC Litter#: _____ Date of Birth: _____

Breed: _____ Sex: _____

Color: _____ Microchip#: _____

Sire: _____

Dam: _____

Dog / bulldog name: _____.

AKC registration (Limited or Full) _____.

Macnaughty Bulldogs, Anthony Konop and Jodi Vetter, hereafter referred to as the Seller, Breeder and/ or Macnaughty Bulldogs, hereby agree to sell and transfer ownership and possession of the animal described below to, _____, hereafter referred to as the Buyer(s) and/or purchaser(s), for the purchase price of \$ _____ plus refundable spay / neuter deposit of \$ _____. The previously described dog will hereafter be known as "bulldog", "puppy", or "dog" with the following conditions and warranties:

Any bulldog sold LIMITED AKC is sold on a spay / sterilization agreement to Buyer with the terms as outlined below. Partial or full "pet only" discount is not granted until AFTER proof by licensed veterinarian is provided within timeframe outlined in this contract. Limited AKC bulldog is sold as pet

and refers to the dog being sold as a pet and companion only. The bulldog can never be bred and no guarantees of breed standard quality are implied.

General Terms

- Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.
- Contract/agreement/warranties are only implied between the Breeder and the original Buyer, NOT a third party.
- The Seller certifies that, upon receipt, the dog is in good health and has been immunized and wormed according to the accompanying health record of said Bulldog. This dog has the following conditions
now _____

and those are excluded from any guarantee and is not valid to reject the puppy due to these conditions.

- Buyer agrees to have the dog examined by a licensed veterinarian at Buyer's expense within 3 days from date of purchase or that date the dog leaves Sellers' possession / home for the health guarantee to be valid. Buyer assumes full responsibility to make these arrangements ahead of time before taking puppy home.

Possession / Living Arrangements/ Welfare:

- Buyer agrees that bulldog is to be kept in the Buyer's living quarters and be treated as part of the family. Extensive time in outside areas, garage, tied up outside or kenneled outside is not allowed. Extensive time would be considered more than 2 hours at a time or more than 6 hours in a 24 hour period.
- Buyer is the approved purchaser in this contract, and therefore agrees bulldog is for them and lives in Buyer's home, nowhere else.
- Buyer will not let bulldog run free and unattended, except in a fenced yard or enclosure. Buyer agrees to never chain, tether, or tie out dog unsupervised or for more than 1 hour at a time. Supervising party must be a responsible adult.
- Buyer agrees to provide proper and adequate shelter and fresh clean water at all times.
- Buyer agrees to proper daily exercise and socialization of bulldog in amounts appropriate to the age of bulldog. During young months of structural development the dog will not be allowed to run / exercise unsupervised with larger canines, allowed to jump up or down from heights, go distance running / jogging, or be subject to go up and down flights of stairs.
- If Buyer cannot provide proper training for bulldog, buyer agrees to get a more qualified professional if needed.

- Buyer agrees to feed bulldog in proper amounts, a quality, premium dog food that is either corn, wheat, and soy free or grain free. Experienced raw feeders, can feed raw.
- Buyer hereby certifies that is bulldog purchase is not made by Buyer as an agent for any other person or entity and further agrees that the bulldog shall not be sold to any agent, broker, pet store, breeder, or animal research facility.
- The death, injury or loss of bulldog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the buyer to any compensation from the seller including the spay/neuter deposit.
- Any proof of abuse or neglect, the seller and / or state has full rights to press criminal charges on Buyer(s).

Vaccinations / Veterinary Care / Care:

- The health of bulldog is good to best the Breeders' knowledge and belief at the time of this contractual agreement, unless previously noted above in the general terms. Regardless, no guarantees are expressed or implied or are made by Seller that bulldog will remain free from injury, illness, or other health conditions once bulldog has left the Sellers' care or throughout bulldog's lifetime.
- The Buyer is responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of bulldog. Buyer is responsible for any and all veterinary expenses incurred for bulldog while in their care.
- Buyer is responsible to keep bulldog on a vaccination and heartworm prevention schedule. Buyer agrees to finish final set(s) of puppy vaccinations. After that, Seller does not require a set protocol as Buyer can choose to go by Buyer's veterinarian recommendation or choose to believe in method of not over-vaccinating. Seller is not liable for negative consequences in either case.
- Buyer understands that puppies are NOT fully vaccinated until all 3 rounds of puppy shots are complete. Buyer will therefore limit bulldogs exposure to other pets and public places until bulldog has received all 3 rounds of vaccinations and is at least 16 weeks of age.
- In the event that bulldog requires vet care for any reason and vet care is not provided, which most times will lead to further complications. Health guarantee in this contract is voided. However, sales agreement/contract is not and remains in full force.

Limited AKC Spay / Neuter/ Sterilization

- Limited AKC/ pet only bulldog must be spayed or neutered between 8-17 months of age, no sooner or later. This is after the day the bulldog turns 8 months_____ and before bulldog turns 18 months of age_____. If Buyer fails to spay or neuter within this timeframe, spay / neuter deposit is forfeited and Seller is not liable to refund the deposit.
- If Buyer spays or neuters before 8 months of age, health guarantee part of this contractual agreement is void. If the Buyer loses spay or neuter deposit due to not meeting the timeframe

contained in this contract, buyer is still legally obligated to spay or neuter. This does NOT take Buyer out of the spay/ neuter contract in any way.

- Veterinarian verification of spay/neuter is required to be sent to seller by U.S. mail within 15 days of procedure by Buyer. Proof of spay / neuter must have veterinarian name, address, phone number, procedure performed, date of procedure, dog's name, and if possible bulldog's microchip number or photo of bulldog. Buyer agrees to have their veterinarian release any needed information and health records of bulldog to Seller.
- AKC papers will be held by Seller until vet verification the bulldog has been spayed or neutered has been received by a paper copy by mail or scanned in an email. We do not accept photos taken by your phone. Verification sent must be non-fraudulent, legible, easily read, and printable.
 - Seller agrees to mail out AKC paperwork within 15 days of receiving paper copy of veterinarian spay/neuter verification.
 - Seller agrees to refund spay/neuter deposit within 15 days of receiving valid paper copy of veterinarian spay/ neuter verification done within the 8 month- 13 month timeframe of this contractual agreement.
 - If Buyer chooses to wait till the very end of their timeframe, Sellers' are not responsible for late AKC registration fees if Buyer chooses to register bulldog.
- Buyer is aware that any limited registration bulldog that has been used for breeding will automatically void the health guarantee part of this contact. Any bulldog male or female that is found to be bred prior to spay or neuter; or is bred in breach of contract that was sold limited AKC is liable to pay a fine of \$10,000 plus and additional liquidated damages of \$1,500 per puppy produced by dog.
- Extensions to spay or neuter are only offered on a case to case basis and are short-term only. Sellers must be contacted if an extension is needed and give consent, and sellers are not obligated in any way to grant an extension.

Breeding Rights

- Bulldog will be placed on limited AKC registration with spay/neuter requirement and no breeding rights and will not be eligible for full AKC registration without Sellers' prior approved paperwork through the AKC signed by Sellers' changing the Limited registration to Full registration.
- Buyer shall not seek breeding registration with any other dog registry.
- Buyer shall not breed dog to any other dog under any circumstances.

Health Guarantee

Health guarantees do not cover every possible thing that can happen to the bulldog. Buyer is purchasing a bulldog and are expected to realize that things happen and dogs need vet care. This is a responsibility that comes with being a dog owner. To make it simple, health guarantees cover life threatening

conditions. They do not cover issues that can be treated, regardless of expense. Some issues can be very expensive, regardless of breed. We try our best to breed healthy, happy puppies, but issues can pop up regardless, there is always a risk in any dog you buy. Sellers do not give financial compensation, that is what pet health insurance is for.

- Buyer must take bulldog to be examined by a licensed veterinarian within 3 days (72 hours) of the bulldog leaving Sellers' home; unless an extension is agreed upon with us before puppy leaving. Failure to do so will relieve the Seller of all liability. A paper copy must be sent by US mail. Buyer must send a copy of the vet exam results. Results must include vet's name, address, and phone. Results must have dog's name, physical description (color, markings), and findings. Failure to provide this information after 14 days from date of puppy leaving Sellers' home will result in the cancellation of the health guarantee section of this contract.
- If the examination indicates that at the time of sale, bulldog was unfit for purchase due to illness, disease, or life threatening disorder, a second licensed veterinarian opinion will be required. If the veterinarians do not give the bulldog a clean bill of health, Buyer may return the bulldog to Seller for an exchange of equivalent value. If a higher priced bulldog is chosen, Buyer is required to pay the difference. If no bulldog is available at the time, Buyer does have to wait for a future litter for up to 1 year. Seller only guarantees a replacement bulldog, not a refund. Seller does reserve all rights under Sellers' sole discretion to offer or require a refund instead of a replacement bulldog if Seller wishes. If original puppy was sold limited AKC, replacement puppy will be limited AKC with the spay / neuter requirement. Purchaser is responsible for all transportation cost to return bulldog and of the replacement puppy.
- Sellers' reserve the right to have the dog re-examined by Sellers' veterinarian at Sellers' cost. Any condition that is minor, correctable, or a breed related minor condition is not covered and not condition which could go away, or is considered a condition which a puppy will likely grow out of is covered.
- Sellers guarantee the puppy against fatal viruses for 72 hours from the time the puppy leaves Sellers' home. It does not include Coccidia, Kennel Cough, giardia, or worms. Sellers do not accept responsibility for contagious disease diagnosed after 3 days from date of puppy leaving Sellers' home.
- Sellers' guarantee bulldog until 12 months of age against fatal and life altering congenital and genetic disease which adversely affect the health of the bulldog. Any noticed health issues must be reported immediately so Sellers' and Buyer(s) can discuss what needs to be done. Bulldog will need to be returned to Seller within 72 hours of vet check at Buyers cost. An extension can be granted by sole discretion of Sellers' in cases where the bulldog will need to be shipped due to driving distances of over 10 hours one way. This guarantee covers includes:
 - *SEVERE Hip and Elbow dysplasia which hampers the dog's movement and REQUIRES surgery to correct NOT caused by injury or environmental factors.
 - *Severe luxating patella or ofa grade 4.
 - *Pyloric Stenosis
 - *Heart murmur

*Kidney, pancreas, heart failure, liver, or other organ problems of severe life threatening or altering nature.

This agreement does not include:

*Cherry eye

*Entropion / ectropion, distichia

*"Loose" hips, hips determined by an ofa certified veterinarian as good, fair, borderline, mild, or moderate hip dysplasia.

*Luxating Patella ofa graded as 1-3.

*Skin allergies

*Umbilical hernias

*Mild Elongated Soft Palate

*Undershot / uneven bites

*Demodex or sarcoptic mites

*Amputation of tight tails

*Pyometra- this is common in bulldogs and occurs in females who are not spayed. During heat cycles, females are prone to bacteria entering the uterus, which will then fill with puss and make her very ill and can cause death. Spaying the female is the only sure way to treat this.

*Collapsed nostrils or Stenotic nares

*Injuries requiring surgery to correct (fractures, damage to growth plates) outside of the breeder's home.

*Pyoderma and dermatitis

*Any skin conditions caused by ticks and fleas. This also includes skin irritations from allergies to certain foods and/ or environment.

*Wounds

*Worms

*Death resulting from parvo virus, distemper, hepatitis, Para influenza, Bordetella, and leptospirosis, after the 72-hour period has elapsed.

* Heat stroke

*Complications from spay, neuter, or any surgery. Bulldogs (or any flat face breed) are sensitive to anesthesia and often require less sedation than other breeds. Vets should be aware of this, but some are not so it is important to discuss this with your vet and if they do not seem knowledgeable, best to go somewhere else.

*Urethral prolapse, vaginal hyperplasia, or anal prolapse.

* Cryptorchidism or retained testicles is not covered on bulldogs sold as pets with limited AKC.

*All ailments that would have been avoided by vaccinations, worming, training, medication, and good quality diet.

*Any reactions or death caused by any medications, supplements, or foods given to dog by buyer, someone buyer put their bulldog into the care of, or buyer's veterinarian.

- Buyers(s) are aware and understand that due to the nature of this breed, bulldogs are predisposed to certain breed specific issues including cherry eye, stenotic nares, entropion/ectropion, loose hips, skin allergies and other common bulldog breed ailments. This guarantee excludes any breed specific

issues that are considered normal or common for the bulldog breed.

If the bulldog for any reason dies within one year from health problems, the Purchaser will have to pay for a necropsy to ascertain reason of death and provide results to Sellers. Necropsy will need to show a genetic cause to warrant a replacement or partial or full refund. Necropsy does need to be done as soon as possible to prevent decay that will affect results.

- In cases of severe elbow, luxating patella, or hip dysplasia, the radiograph should be permanently identified in the film emulsion with: registered name and/or number of the veterinarian or hospital making the film and date radiograph taken. Furthermore, the radiograph and report must meet OFA's standard submission requirements and include dog's microchip number. At 12 months of age only a 50% accuracy can be determined on hip dysplasia. Seller has sole discretion to determine if a replacement is warranted based on radiographs at 12 months or prior on both dysplasia and luxating patella. Seller has sole discretion to have Buyer wait till bulldog is of proper age of diagnosis and extend the warranty for hips and/or patella only in the case a licensed ofa veterinarian documentation was provided by 12 months of age. Hip dysplasia and/or luxating patella is also caused by environmental factors, such as overworking your puppy (e.g. too much physical activity during growth, requiring to go up and down stairs on a daily basis, poor quality diet). Due to these considerations, ONLY SEVERE cases not caused by injury or environment are covered.
- Macnaughty bulldogs is not responsible for temperament issues as they can be caused by lack of training, discipline, or proper socialization.

Reservation of Rights:

- Seller reserves the right to enforce this contract in order to protect the welfare of bulldog sold by them to buyer.
- The Buyer expressly grants permission for the Seller or their designees(s) to visit the Buyer's home at any time to verify the welfare of bulldog.
- The Buyer further expressly agrees that the Seller may repossess bulldog upon any evidence of neglect and/or abuse or upon any breach of this agreement, at no expense to the seller and with no refund of any monies to the Buyer.
- If the Seller does ask for bulldog to be returned to the Breeder, due to evident neglect, abuse, and/or breach of contract, bulldog shall be returned within 48 hours.
- Should the Breeder need to seek legal action against the Buyer for violations of this agreement, the Buyer hereby agrees that he/she/they will assume any and all attorney costs, court fees, and other legal fees or additional expenses incurred in the process of enforcing this contract or of repossessing bulldog.

First Right of Refusal (Buyer Not Keeping Bulldog)

- If at any time, for any reason, the Buyer finds that they are unable or unwilling to continue to care for bulldog, the Buyer agrees to immediately contact the Seller FIRST. The Buyer is required to inform the Seller of such an issue as soon as possible.

- The Seller always gets first right of refusal upon decision made by Buyer to re-home Bulldog.
- If Buyer decides to re-home bulldog, buyer agrees on the following return rates: Within 15 days of leaving seller's home, purchase price minus the \$500 deposit. Within 16days -60 days of leaving seller's home, purchase price minus the \$500 deposit and minus an additional \$100/week. Over 60 days – 1.5 year of age, \$500 total will be offered back. 1.5 to 3.5 years a total of \$250 will be offered back. No refund will be given for bulldogs who were used for breeding or any other breach of this contact or dogs age 3.5` years plus.
- If Seller is for whatever reason unable to take bulldog back, the Seller must approve in writing the new home for bulldog before being placed by Buyer. Such permission shall not be withheld unreasonably, but Seller has the exclusive right to determine the suitability of any potential subsequent owner.
- Buyer agrees that at the time of transfer of bulldog back to the Seller that all records will be turned over to the Seller which include, health, medical, AKC registration, and microchip registration. All necessary paperwork will be signed as needed transferring ownership back to the Seller.
- Buyer agrees to either transport bulldog to Seller, or pay 100% of the shipping/transportation fees to Seller's location. Seller is willing to meet up to 2.5 hours from Seller's home.
- Buyer agrees that at no time will they, without prior written permission from the Breeder, sell, give, trade, adopt, place, lease, foster, or re-home bulldog to any person, business, place or organization including allowing bulldog to be taken to a shelter or be sent to a rescue without the express written consent of the Seller. This provision includes Buyer trying to use the term "having someone watch" dog for an extended period of time that would include 30 days or more in a 180-day period outside of Buyer's home listed in this contract.
- If Bulldog is found to have been sold, placed, or given away without the Seller's consent, the Seller can take legal action and Buyer of bulldog will be responsible for all expenses incurred including legal fees and any additional expenses.

Required Updates or Notifications:

- Buyer is required to at least send yearly updates for first 2 years concerning bulldog. These updates should include: a) at least 2 clear photos of bulldog, one from the side to show structure and one from the front with face facing camera. (would love to see as many as you want to send!)
- An explanation of any health or temperament issues. (This helps us with our breeding program.)
- General update of how bulldog is doing.
- Buyer also agrees that Seller may use any photos of bulldog sent to us on our website or social media pages to give other potential buyers an idea of what we produce here at Macnaughty Bulldogs.

- If the Buyer moves from the address stated above and/or changes phone number, the Buyer shall, within 30 days of address and/or phone number change, provide the new address and/or telephone number to the Seller via email, mail, or phone.
- If the Breeder moves from their location or change phone number, the Breeder shall, within 30 days of address or phone number change, provide the new address and/ or phone number to the Buyer either by email, mail, phone, or updating our information on our website or social media pages that are public for all our buyers to check for updates.

Breach and Termination of Agreement:

- This Contractual Agreement shall be binding on & inure to the benefit of the parties hereto & their respective heirs, legal or personal representatives, successors, & assigns including all provisions that logically ought to survive shall survive.
- The gross breach by Buyer of any of the terms of this agreement shall be grounds for immediate action without refund, at the sole discretion of the Seller. Seller may in addition to the remedy of termination, sue for and recover from Buyer actual damages, including reasonable attorney's fees and costs caused by any such breach, including, but not limited to, liquidated damages of \$2,000 for each puppy produced out of any breeding of said bulldog not allowed by this agreement. In the event of any gross breach of contract, Buyer does hereby agree that the Seller may also take immediate legal possession of the dog without any monetary reimbursement to the Buyer. The failure of Seller to enforce any provision of this agreement shall not constitute a waiver of Seller's right to enforce any other provision of this agreement or to sue for breach of that or any other provision hereof.
- Health guarantees that are voided due to breach of contract and/or Buyer not completing Buyer's duties and/or responsibilities, do not release the Buyer(s) to any of the contract agreements contained in this contract. All restrictions do still apply and are legally enforceable.
- The Buyer agrees that if any provision of this contract is found to be illegal or unenforceable, then that provision shall be severed and the remaining provisions of this contract shall have full force and effect.
- This agreement is hereby entered into and wholly executed in the state Minnesota, Lyon County and litigation arising from any possible breach of this agreement shall be adjudicated in the state of Minnesota, Lyon County. All parties hereby submit themselves to the jurisdiction of said courts.

Acceptance:

By signature below, the Buyer (s) and Seller (s) affirm they have read and understand this contractual agreement and will abide by the articles of this agreement. . Terms Buyer, Purchaser, Seller, Breeder, and Macnaughty Bulldogs include the plural term. All Sellers and Buyers are legally bound to this contractual agreement.

Additional Notes or Terms: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

