

# TX Frenchies | TxTurner Kennel

## PET SALE & ADOPTION CONTRACT

PET/COMPANION PLACEMENT — LIMITED AKC REGISTRATION

### IMPORTANT NOTICE TO BUYER

This is a legally binding contract between TX Frenchies / TxTurner Kennel ("Breeder") and the Buyer identified herein. By signing below, both parties agree to all terms and conditions. **READ THIS CONTRACT IN ITS ENTIRETY BEFORE SIGNING.** If you have any questions, please contact the Breeder prior to signing. This contract is governed by the laws of the State of Texas.

## SECTION 1 — PARTIES TO THIS CONTRACT

### 1.1 Breeder Information

Business Name: TX Frenchies  
Registered AKC Kennel: TxTurner  
Breeder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### 1.2 Buyer Information

Full Legal Name: \_\_\_\_\_  
Co-Buyer Name (if any): \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Government-Issued ID Type & No.: \_\_\_\_\_

## SECTION 2 — DESCRIPTION OF PUPPY / DOG

Puppy Information	Registration & Lineage
Breed: French Bulldog	AKC Litter No.: _____
Sex: _____ Color: _____	Sire: _____
Date of Birth: _____	Dam: _____

## SECTION 3 — SALE PRICE & PAYMENT TERMS

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**3.1 Sale Price.** The total agreed-upon sale price for the above-described puppy/dog is: \$\_\_\_\_\_ ("Purchase Price").

**3.2 Non-Refundable Deposit.** A non-refundable deposit of \$\_\_\_\_\_ was received by Breeder to reserve this puppy. This deposit is applied toward the Purchase Price. The deposit is NON-REFUNDABLE under any circumstances, including but not limited to Buyer's change of mind, inability to take possession, or failure to complete the transaction.

**3.3 Balance Due.** The remaining balance of \$\_\_\_\_\_ is due in full prior to or at the time of puppy pickup/delivery. Puppy will NOT be released until payment is received and cleared. Accepted payment methods: \_\_\_\_\_.

**3.4 Pickup / Transfer Date.** Estimated transfer date: \_\_\_\_\_. Puppies are released no earlier than eight (8) weeks of age per Texas law. Buyer must take possession within five (5) days of agreed pickup date or the deposit and any payments may be forfeited at Breeder's discretion.

**3.5 Late Pickup Fee.** If Buyer false to take possession of the puppy on the agreed transfer date Buyer shall be charged a daily boarding and care fee of **\$75.00 per day** for each Calander day puppy remains in Breeders care beyond the agreed transfer date. This fee is due and payable in full prior to release of the puppy.

**3.6 Extended Boarding—Pre Arranges Stay past Ten (10) Weeks of Age.** In the event Buyer requests or requires the puppy to remain in Breeder's care beyond agreed transfer date such extended boarding must be agreed upon in writing. Extended boarding is not guaranteed and is subject to Breeder's availability. If approved, Buyer agrees to pay a boarding fee of \$\_\_\_\_\_ **per week.** \$\_\_\_\_\_ **per day.** Due in advance. Extended boarding fees are non-refundable. Breeder reserves the right to decline extended boarding request at Breeder's sole discretion.

## SECTION 4 — AKC REGISTRATION — LIMITED

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4.1 This puppy is sold on LIMITED AKC REGISTRATION for pet/companion placement only. Limited Registration means:

- The dog is AKC-registered; however, any offspring produced accidental or otherwise by this dog are NOT eligible for AKC registration and is a breach of contract.
- Full (Breed) Registration rights are expressly withheld and are NOT transferable under this contract.
- Any attempt to register offspring from this dog with AKC, UKC or any other registry is a breach of this contract.
- Limited Registration does NOT restrict the dog from participation in AKC companion events, performance events, or Canine Good Citizen programs.

4.2 Provision of AKC Registration Papers. The Seller agrees to provide the American Kennel Club (AKC) registration papers to the Buyer. However, this provision is contingent upon the Buyer fulfilling all terms outlined in the contract. Specifically, AKC papers will only be released once the Buyer has completed all requirements, including but not limited to the spay/neuter procedure as detailed in Section 6. No AKC papers will be issued until Seller has confirmed that all contractual obligations have been met by the Buyer.

## SECTION 5 — HEALTH GUARANTEE

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### 5.1 Pre-Sale Veterinary Examination

Prior to transfer, this puppy has been examined by a licensed veterinarian and has received age-appropriate vaccinations and deworming. Buyer will receive written documentation of all vaccines, deworming treatments, and the veterinary health certificate.

## 5.2 Buyer's Veterinary Examination — Required Within 72 Hours

**Buyer MUST have the puppy examined by a licensed veterinarian of Buyer's choosing within seventy-two (72) hours of transfer. Failure to do so voids all health guarantees under this contract. Buyer shall provide Breeder with a copy of the examination report.**

## 5.3 Congenital / Hereditary Defect Guarantee — Two (2) Years

Breeder guarantees this puppy/dog against life-threatening congenital or hereditary defects for a period of two (2) years from the date of birth. To make a claim under this guarantee:

- Buyer must provide written notice to Breeder within the guarantee period.
- Buyer must provide a written diagnosis from a licensed, board-certified veterinarian specifying the condition as congenital or hereditary in origin.
- A second veterinary opinion may be required by Breeder at Buyer's expense.
- The defect must not have been caused or contributed to by Buyer's care, negligence, accident, improper diet, injury, environmental factors, or failure to follow veterinary advice.
- If the Puppy dies within the health guarantee period, Buyer must obtain a necropsy by a licensed veterinarian within seventy-two (72) hours, at Buyer's expense, and provide the report to Breeder. Failure to comply voids all guarantees.

## 5.4 Guarantee Remedy

If a qualifying congenital or hereditary defect is confirmed within the guarantee period, Breeder's sole obligation shall be, at Breeder's election:

- Replace the puppy with a puppy of comparable value from the next available litter, subject to availability; OR
- Issue a partial credit of up to fifty percent (50%) of the original Purchase Price
- THE ORIGINAL PUPPY NEED NOT BE RETURNED. Breeder is NOT responsible for veterinary bills, treatment costs, surgical costs, or any other expenses incurred by Buyer.

## 5.5 Exclusions from Health Guarantee

The following conditions are EXPRESSLY EXCLUDED from this health guarantee and do not constitute a breach of this contract:

- Brachycephalic Obstructive Airway Syndrome (BOAS) / elongated soft palate / stenotic nares — Buyer acknowledges these are common breed characteristics of French Bulldogs and accepts this risk.
- Skin allergies, environmental allergies, and food sensitivities.
- Cherry eye, entropion, or other ophthalmic conditions not diagnosed as hereditary by a board-certified veterinary ophthalmologist.
- Luxating patella Grade I or II.
- Intestinal parasites, giardia, coccidia, or other parasites acquired after transfer.
- Parvovirus, distemper, coronavirus, or any infectious/viral disease.
- Injuries, accidents, or illness resulting from Buyer's negligence or third-party actions.
- Any condition arising after the guarantee period.
- Spinal conditions (IVDD) (CDDY)

## 5.6 Vaccines & Parasite Prevention

Buyer agrees to continue the puppy's vaccination and deworming protocol as recommended by Buyer's veterinarian. Failure to maintain appropriate vaccinations and parasite prevention voids this guarantee. Buyer assumes full responsibility for the puppy's health care from the date of transfer.

## SECTION 6 — MANDATORY SPAY / NEUTER REQUIREMENT

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**This puppy is sold strictly for PET/COMPANION purposes. The Buyer agrees that, for male dogs, spaying or neutering will not be performed before the dog reaches eighteen (18) months of age. For female dogs, the procedure will be carried out after the first heat cycle. The Buyer is required to provide the Breeder with written veterinary confirmation, specifically a spay or neuter certificate, within thirty (30) days following the completion of the procedure.**

6.1 Consequences of Non-Compliance. Failure to spay or neuter this dog as required constitutes a material breach of this contract. Breeder reserves the right to:

- Demand immediate return of the dog at Buyer's expense.
- Pursue liquidated damages in the amount of \$10,000 (Ten thousand) (agreed to represent the fair value of breeding rights wrongfully exercised).
- Withhold or revoke AKC limited registration papers.

6.2 No Breeding. Buyer expressly agrees NOT to breed this dog, allow this dog to be bred, or participate in any breeding arrangement with this dog. Any breeding of this dog is a material breach of contract and may subject Buyer to legal action.

## SECTION 7 — RIGHT OF FIRST REFUSAL & RETURN POLICY

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### 7.1 Right of First Refusal

Breeder retains the RIGHT OF FIRST REFUSAL on this dog for the duration of the dog's natural life. If Buyer is unable to keep, must surrender, wishes to sell, rehome, or transfer ownership of this dog for any reason, Buyer MUST contact Breeder FIRST, before offering the dog to any other party. Buyer must allow Breeder a minimum of seventy-two (72) hours to respond to the offer to return.

### 7.2 Return Procedure

If Buyer must surrender this dog:

- Buyer must notify Breeder in writing via email to Linda@TXFrenchies.com.
- Buyer must provide the dog's complete veterinary records at time of return.
- Transportation costs for return are the sole responsibility of the Buyer.
- No refund of the Purchase Price or any portion thereof will be issued upon return, unless Breeder determines at Breeder's sole discretion.

### 7.3 Prohibition on Abandonment / Unauthorized Surrender

Buyer SHALL NOT surrender, transfer, donate, abandon, or relinquish this dog to any animal shelter, rescue organization, animal control facility, pound, or third party without Breeder's prior written consent. Violation of this provision is a material breach of this contract and may result in immediate legal action and/or liquidated damages.

### 7.4 Change of Ownership

This contract is NOT transferable to any subsequent owner. Any transfer of ownership without Breeder's written consent is a breach of contract. A new contract must be executed if Breeder approves an ownership transfer.

## SECTION 8 — LIMITATION OF LIABILITY & WARRANTIES

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8.1 **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BREEDER'S TOTAL LIABILITY TO BUYER ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THIS DOG. BREEDER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO VETERINARY BILLS, EMOTIONAL DISTRESS, OR LOST PROFITS.

8.2 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5 OF THIS CONTRACT, BREEDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.3 **No Guarantee of Temperament for Specific Purpose.** While Breeder exercises best efforts to produce healthy, well-tempered dogs, Breeder makes no guarantee that this dog will be suitable for any specific task, including but not limited to therapy work, emotional support, service work, or competition.

## SECTION 9 — GENERAL LEGAL PROVISIONS

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**9.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**9.2 Jurisdiction and Venue.** Any legal action arising out of or relating to this Agreement shall be brought exclusively in the state or county courts located in Texas. Both parties consent to the personal jurisdiction of such courts.

**9.3 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or agreements, whether oral or written.

**9.4 Amendments.** This Agreement may only be amended or modified by a written document signed by both parties.

**9.5 Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**9.6 Waiver.** Failure of the Breeder to enforce any provision of this Agreement shall not be considered a waiver of future enforcement of that or any other provision.

**9.7 Attorney's Fees.** In any dispute arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**9.8 Force Majeure.** Breeder shall not be liable for delays or failure to perform due to events beyond reasonable control, including but not limited to natural disasters, illness, or other unforeseen events.

**9.9 Electronic Signatures.** This Agreement may be signed electronically and in counterparts, each of which shall be deemed an original, in accordance with the Texas Uniform Electronic Transactions Act.

**9.10 Notices.** All notices under this Agreement shall be in writing and delivered to the addresses listed in Section 1, or sent via email with confirmation of receipt.

## SECTION 10 — BUYER ACKNOWLEDGMENTS

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**By signing this contract, Buyer acknowledges and confirms all of the following:**

- I have read this entire contract and understand all of its terms and conditions.
- I am purchasing this dog as a pet/companion ONLY and agree to the spay/neuter requirement.
- I understand this dog is sold on Limited AKC Registration and I will NOT breed this dog.
- I acknowledge and accept the breed characteristics of French Bulldogs, including brachycephalic traits, potential health costs, and temperature sensitivity.
- I will have this dog examined by a licensed veterinarian within 72 hours of transfer.
- I understand that the deposit and purchase price are non-refundable.
- I will contact Breeder FIRST before surrendering, rehoming, or transferring this dog.
- I will provide this dog with proper care, nutrition, veterinary attention, and a safe, loving home for the duration of its life.
- I have not been pressured into this purchase and am entering this contract of my own free will.

## SECTION 11 — SIGNATURES

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IN WITNESS WHEREOF, the parties have executed this Pet Sale & Adoption Contract as of the date last signed below.

### BREEDER (TX Frenchies / TxTurner Kennel)

\_\_\_\_\_  
*Breeder Signature — Linda / TX Frenchies* *Date*

**Printed Name:** Linda Turner

### BUYER

\_\_\_\_\_  
*Buyer Signature* *Date*

**Printed Name:** \_\_\_\_\_

### CO-BUYER (if applicable)

\_\_\_\_\_  
*Co-Buyer Signature* *Date*

**Printed Name:** \_\_\_\_\_

# PUPPY TRANSFER RECEIPT & CHECKLIST

Complete this section at time of transfer. Both parties retain a copy.

Transfer Date: \_\_\_\_\_ Transfer Time: \_\_\_\_\_

Transfer Location: \_\_\_\_\_

## Items Transferred to Buyer — Check All That Apply

- |     |                                      |     |   |
|-----|--------------------------------------|-----|---|
| [ ] | Puppy / Dog (physically transferred) | [ ] | Food information / feeding instructions |
| [ ] | Veterinary Health Certificate        | [ ] | New Puppy Packet                        |
| [ ] | Vaccination Record / Health Booklet  | [ ] | Toy / comfort item from litter          |
| [ ] | Deworming History                    | [ ] | Copy of this signed contract            |
| [ ] | Pedigree (3-generation minimum)      | [ ] |   |

## Puppy Condition at Transfer

Both parties agree the puppy/dog appeared healthy, alert, and in good physical condition at the time of transfer, to the best of their visual observation.

Buyer confirms receipt of the dog and all checked items above:

\_\_\_\_\_  
*Buyer Initials* \_\_\_\_\_ *Date*

\_\_\_\_\_  
*Breeder Initials* \_\_\_\_\_ *Date*

TXFrenchie — TxTurner Kennel

[Linda@TxFrenchie.com](mailto:Linda@TxFrenchie.com)

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