

House of Toros. XL American Bully Contract / Purchase Agreement (6 pages)

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

This _____ (male/female) puppy/dog was born on _____

To sire, _____ and Dam, _____

Purchase price of : \$ _____ USD for _____ (full or limited) registration.

This agreement made this _____ of _____, _____ is between House of Toros, (H.O.T.), located in Conroe, TX 77384 and the buyer.

Name: _____

Address : _____

Phone : _____ Email : _____

Buyer is aware that there is a NON refundable \$1,000.00 to hold puppy (the holding fee is a commitment to purchase a puppy and can be transferred to another litter). The remaining balance is to be paid when the puppy is 4 weeks of age. All puppies must be paid in full before leaving for their new homes unless otherwise agreed upon by both the seller and the purchaser.

Shipping fees, crate, and health certificate are in addition to the cost of the puppy.

The puppy is to be picked up or shipped by 9 weeks of age; UNLESS prior arrangements have been made with the seller or the buyer forfeits all monies paid and the puppy can then be resold. EXCEPTION: Puppies being shipped Internationally cannot be shipped until they are at least 12 weeks of age.

If for some reason we have to hold a puppy after 9 weeks of age we will charge a boarding fee of \$20 a day; UNLESS prior arrangements have been made with seller and buyer.

Seller does not warranty pups while being shipped; Seller has no control over their care or handling during transport. If buyer needs to have pup shipped, it will be by one of our trusted nannies or by House of Toros at buyers' expense to ensure that the pup is well cared for during the delivery process.

Puppy sold with Full registration _____

Puppy sold with limited registration (no breeding) _____

Buyer certifies that he/she is not acting as an agent for another individual in the purchase of this puppy, and will not sell this puppy to any mass-producing kennel or business.

The Buyer agrees to provide the dog with the proper exercise, diet, shelter, and general care and properly maintain adequate accommodations for an American bully 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 buyers control at all times and not allowed to run at large (with possible exception of under direct supervision and control of owner).

The Buyer agrees that House of Toros may continue to use the dog's name, picture, and/or information in advertising House of Toros or other dogs. Buyer agrees to keep in close contact with the seller for the life of said puppy / dog with occasional updates and pictures showing the growth, development, and wellbeing of said puppy/dog.

Buyer understands that one breeding is retained on all males sold with full registration, unless otherwise noted. If we choose to use the male as part of our program all fees associated with collection, shipping of semen, or any breeding costs will be paid by House of Toros. If we choose to use the male it will be solely for our program and not for any breeding outside of our yard.

Puppies sold with limited registration will have no breeding rights and cannot be bred for any reason and all be in violation of agreement if the puppy is bred. We, House of Toros. Will take full legal action for Breeding violations. Please have said puppy spayed or neutered by 1 year of age. Proof of Spay/Neuter must be provided to House of Toros before registration papers will be released. Buyer cannot register this puppy / dog or unauthorized offspring with any other dog registry. Breeding dog and registering puppies under ANY dog registry will void the warranty portion of this contract and buyer will voluntarily pay \$5,000.00 USD in damage. Buyer will also pay all court costs associated with this matter.
_____ (Buyers initials)

In the event that the buyer is unable to care for the puppy/dog for any reason, House of Toros must be contacted first. The new home must be approved by House of Toros and a contract signed with the new owners and House of Toros. Under no circumstances may the dog be surrendered to any animal shelter. Our goal is to never have any puppies/dogs produced here end up in any animal shelter or animal control facility. _____ (Buyers initials)

House of Toros 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 the H.O. T's control, the registry may take some time in returning the paperwork to H.O.T.

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

Health Guarantee:

Puppy is covered until 12 months of age against life threatening congenital conditions. If puppy is found to have life threatening congenital defect by puppy's first birthday, House of Toros will require a written and conclusive diagnosis containing the congenital defect and a description of the puppy in question sent directly from a veterinarian. House of Toros will pay for a second opinion of their veterinarian of their choice. If the second vet does not agree that the puppy has a life-threatening condition, the buyer may opt to pay for a third opinion for a final diagnosis.

If the quality of life of said puppy is severely affected the seller may ask that the puppy be humanely euthanized by a licensed veterinarian and that a written and conclusive diagnoses and a description of the puppy along with the registration papers be returned to the Seller before a replacement puppy will be offered. Shipping costs/transportation for a replacement puppy are the responsibility of the Buyer.

If the Buyer chooses to keep the puppy the Buyer must spay/neuter the puppy and documentation of this by a licensed veterinarian along with a written conclusive diagnosis and the registration papers must be returned to the seller. If the affected puppy is kept by the buyer, they will have the option to purchase another puppy with a credit of 50% of their original purchase price towards another puppy of the same value. If the seller chooses to send the puppy back to the seller, the Seller will replace the puppy of equal value when one is available. Return Shipping / transportation are the responsibility of the Buyer. Shipping costs/Transportation for a replacement puppy is also the responsibility of the Buyer. The warranty is applicable only to the original buyer and is not transferrable to any third party. The Buyer agrees the remedies listed above are the only remedies available.

In the case of sudden/unexpected death a necropsy must be performed, at the Buyers expense, and a written and conclusive diagnosis stating that the cause of death is related to a congenital defect as listed above must be returned along with a copy of the necropsy reporting the registration papers before a replacement puppy will be offered. Shipping costs/ transportation for a replacement puppy are the responsibility of the buyer. If ill health is fraudulently claimed the second and third opinion costs will be the responsibility of the buyer.

If purchaser is found to be using the pup for illegal activity, House of Toros reserves the right to regain possession of the pup. We do NOT tolerate dog fighting, and WILL pursue legal action to regain rights to the pup.

House of Toros do not guarantee and are not held responsible for skin or coat problems that are common among dogs with blue coloring. By signing our agreement, you understand that if at any time you cannot longer care for your dog, you will contact House of Toros. We do not guarantee against Hip and Elbow Dysplasia as these larger dogs are generally over 100 pounds and is a polygenic trait that is affected by environmental factors, (i.e. feeding) as well as the fact that NO other XL breeders are OFA testing their studs. There is no way for us to breed to any outside studs with an official complete health tested line. We do not breed dogs with Hip Dysplasia, BUT the trait can pop up from a previous generation. There is no way for us to guarantee perfect hips in these animals. Buyer assumes all risk. House of Toros recommends buyer purchase PET INSURANCE.

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 and kennel cough (upper respiratory) are not covered in this contract, all of which can be common in puppies and neither are life threatening and are easily treated.

Parvovirus is not covered in this health guarantee. Seller HIGHLY recommends you (The Buyer) do not place your puppy on the ground in public places until their immune system is better developed after 18

weeks of age. We also HIGHLY recommend that you do NOT visit dog parks/doggy day cares. These places are breeding grounds for disease and illness even for vaccinated adult dogs!

The Buyer agrees to bring his/her puppy/dog to a qualified veterinarian within 3 days for a preliminary veterinary evaluation. Failure to having your puppy examined by a licensed veterinarian within this timeframe will null and void the health guarantee. If the veterinarian finds a communicable disease/ and or genetic defect, Buyer must notify the Seller immediately (please note, you must submit proof of a licensed veterinary diagnoses). All veterinary charges once the puppy has left the Seller's home are to be paid by the Buyer. The Kennel agrees that the puppy/dog is current on shots and dewormer appropriate to the puppy/dogs age.

Puppies bred before one year of age will also void the one year Health Guarantee.

_____ (initials)

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

All legal proceedings will take place in the County of Montgomery in the State of Texas the residence of the breeder, and this contract is valid the entire life of the canine unless transferred to a subsequent owner.

Acceptance

By signature below, both parties agree to the terms set in this 6 page agreement:

Signature

(H.O.T.) _____ Date

Signature

(BUYER) _____ Date

Recommendations:

We recommend Buyer feed puppy a grain free food with 25% or less protein in it until atleast 9 months of age. This helps with controlling your puppies weight gain and structural development. Letting your puppy become overweight will put unnecessary stress on its joints and could possibly create joint problems in the future.

Dysplasia can be caused by environmental factors. Meaning; through repeated trauma to undeveloped joints and growth plates in a growing puppy early onset of dysplasia can be caused as a result of injury. It is very important to prevent injury to your puppy from rough play and jumping out of vehicles and onto and off of furniture. Running down stairs is not healthy for your pups elbows, shoulders or spine either.

DO NOT have your puppy retrieve toys or run-on vinyl, tile wood or ceramic floors where their feet can slide out from under them. This can cause injury to the ligaments and joints in your puppy's legs.

We HIGHLY recommend that your new puppy is not placed on the ground in public places before the immune system is strong enough, typically around 18 + weeks. We also HIGHLY recommend that you avoid dog parks and doggy day cares for the life of your dog. As fun as these places may seem, they are just a large breeding ground for disease and illness. There are many diseases that cannot be vaccinated for such as CHV which can kill newborn puppies whose mothers contracted the disease during pregnancy. CHV shows no symptoms of infection in adult dogs.

We also strongly advise that you crate train your puppy and crate puppy when not supervised. Bulldogs are known to chew and eat stuff, crating them will help avoid obstruction surgery and possibly save its life. We also recommend that you keep rawhide, rope toys, and stuffed animals away from your new puppy. These toys are obstruction hazards.

We highly recommend obedience training and exercise every day. We can't stress enough how important these two things are.

If you have any questions or concerns about your puppy's development or anything else, please just ask and we will be more than happy to discuss concerns and how to best address them. House of Toros will provide a lifetime support system for you and your new addition(s)