

## Almost Famous Frenchies Health Contract

All French Bulldog prices are based on pets for non-breeding purposes.

(puppies will be sold with a Spay/Neuter contract as stated below)

This agreement is between Almost Famous Frenchies

Seller(s) Name: \_\_\_\_\_ hereinafter known as “Seller” and:

Buyer(s) Name: \_\_\_\_\_ hereinafter known as “Buyer”

Address:

City State Zip:

Phone:

E-mail Address:

### **Conditions of Sale:**

The Puppy sold pursuant to the terms of this agreement is as follows, hereinafter known as “puppy”:

Description of Puppy:

Breed: French Bulldog

Date of Birth:

Gender:

Color:

### **Record of Payment:**

This contract will also hold as a receipt for the payments received from Buyer as stated below:

NonRefundable Deposit of \$500.00

Balance Due:

Received on:

Date Buyer acquired Puppy:

**Health:**

- 1) The Seller warrants the Puppy being adopted, as described above in this agreement, to be in good health at the time of sale and that Puppy has received all necessary, age-appropriate vaccinations and deworming. The Puppy has also been examined by the Seller's licensed veterinarian and leaves Seller's possession with a good bill of health.
- 2) Buyer shall have the Puppy examined by a licensed veterinarian within 72 hours of possession. If the veterinarian finds the puppy to have a contagious disease, we do not cover any expenses or treatment since we have no control over exposure once the puppy leaves our home. A confirmation of the examination must be sent to the Seller by email within 10 days of receipt of the puppy, failure to provide examination results will render this guarantee null & void. \_\_\_\_\_(initials)
- 3) Seller is not responsible for veterinarian expenses incurred by Buyer of any kind. The Buyer is responsible for the daily health care and maintenance of the puppy, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits.
- 4) If Buyer does not meet the requirements stated above, the health warranty offered by Seller is null and void, and a replacement puppy or refund will not be offered. \_\_\_\_\_(initials)

**Spay & Neuter:**

- 5) This puppy is sold as a companion pet only, not for breeding purposes. Seller requires the puppy to be spayed or neutered before 8 months of age at owner's expense. Owner must provide proof of the spay/neuter to Seller within 5 days of surgery. The proof must be from a certified Veterinary Hospital, on paper, showing the pets description, breed & description. If proof is not received, Breeder warranty against genetic disorders will be null. Puppy is not to be sold, given away or otherwise released by Owner prior to Spay/Neuter surgery.

Buyer fully understands and agrees with the Spay & Neuter terms stated above  
\_\_\_\_\_ (buyer's signature.)

## Health Warranty Terms & Conditions:

Seller offers a 1 year Health Warranty against any incurable inherited, life threatening diseases until Puppy turns 12 months of age. This Health Warranty expires upon the Puppy's 1st birthday.

### **Buyer:**

- 6) Buyer agrees not to abandon or sell the Puppy to an animal shelter, Humane Society, Puppy pound, pet mill or pet store. The Health Warranty is only applicable to the original Buyer stated in this contract. If Puppy has changed ownership, been sold or given away, the Health Warranty immediately becomes void.
- 7) This guarantee will only cover kidney, heart, pancreas, spine and liver problems of a severe or life threatening nature. This guarantee does not cover any of the following treatable conditions; intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms or Whipworms). This guarantee does not cover the following, which are common conditions for the bulldog breeds and highly unpredictable; kennel cough, pneumonia, ear or skin mites, Mange (Demodectic, Sarcoptic), Cherry Eye, Allergies (food, environmental or atopic), Hip Dysplasia, Heart Murmur, Herniations (Inguinal, Perineal or Diaphragmatic), Stenotic Nares, Collapsed Trachea, Entropion, Elongated Soft Palate, Brachycephalic Syndrome, Luxated Patellas. \_\_\_\_\_(initials)
- 8) In the event that a California licensed veterinarian states in writing that your dog became ill due to an illness or disease that is a congenital or hereditary condition, before the Puppy turns 12 months of age, the buyer will:
  - a) Notify the Seller immediately in writing
  - b) Send Seller official diagnosis & prognosis report from a licensed veterinarian, along with any records showing proof of the inherited, life threatening disease (ie: blood results, x-rays, etc) within 5 days of diagnosis.
- 9) Health Warranty will be terminated immediately, and void, should a licensed veterinarian determine that an injury, poor health management/diet or mistreatment to Puppy be the cause of, or contribute to, the animal's condition.
- 10) Health Warranty will be terminated immediately, and void, if all terms & conditions in this entire contract are not met by the buyer. \_\_\_\_\_(initials)

### **Seller:**

- 11) Should the Buyer meet all the above criteria, and should a licensed veterinarian diagnose the Puppy, in a written report, as having an incurable life threatening, hereditary disease before the Puppy turns 12 months of age, the Seller will:
  - a) Exchange the Puppy with one of equivalent and comparable quality from Sellers next available litter and chosen by the seller. Under no circumstances will money from the purchase of this puppy/dog be refunded by Seller to the Buyer. If Buyer rejects and/or declines the offer of a replacement puppy then the Seller shall be under no further obligation, and it will be deemed that the Buyer has released the Seller from any and all further claims. \_\_\_\_\_(initials)
- 12) Seller reserves the right to a 2nd opinion by a licensed veterinarian of their choice.

## **Statement of Agreement:**

The parties agree that this Contract was made in the State of California and agree that it shall be governed by and construed in accordance with the laws of the state of California and the parties agree to submit to the jurisdiction of the courts of the State of California for any dispute arising from this Contract or transaction. Venue shall be in Placer County, California. Each party will bear its own costs of litigation, except for breaches of contract arising from this Contract.

To validate this contract, the contract must be fully completed & signed by the legal new owner of the Puppy described herein, as well as signed by the Seller, and delivered to Seller prior to the subject Puppy leaving Seller's premises. The terms/conditions of the health warranty, including but not limited to replacement of Puppy, will be null and void if Buyer fails to complete all material conditions, terms and requirements stated throughout this contract and health warranty.

Upon execution of this contract, all expenses related to the stated Puppy, including but not limited to, feeding, training, veterinarian expenses, are the sole and exclusive responsibility of the Buyer.

I, as the Buyer of the Puppy described in this Contract, do hereby declare that I have read and fully understand and agree with all the terms, conditions, and warranties contained herein. Further, I accept the terms and conditions of the guarantee for hereditary disorders printed in this document, and I waive and relinquish any other rights that I might otherwise have in the event of such occurrence.

I, as the Buyer, also understand that under no circumstances shall the Seller be liable to the Buyer for consequential incidental or special damages resulting from or in manner related to the Puppy. Additionally, Buyer shall indemnify Seller from any damages to a third party related to the Puppy. I have also received a copy of the puppy's vet report/record of the first set of immunizations.

Seller affirms that the Puppy described in this Contract of Sale and Warranty is the Puppy delivered to Buyer. Seller agrees to the terms, conditions and warranties contained herein.

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**Printed Name of Buyer**

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**Signature of Buyer**

**Date**

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**Signature of Seller**

**Date**