

Infinity Frenchies

PUPPY DEPOSIT

SELLER'S INFORMATION:

Christopher Klub, Owner and Breeder
cklub@outlook.com
727-710-7605

BUYER'S INFORMATION:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Cell Phone: _____ Email: _____

The Seller agrees to deliver to the buyer, a French Bulldog with the following characteristic:

Puppy Identified Name: _____ Sex: _____
Dob: _____ Color: _____ Fault: _____
Dam: _____ Sire: _____
Purchased Price: _____ Date of sale: _____
Deposit Paid: _____ Balance Due: _____
AKC Registration: _____

DEPOSIT:

The puppy described herein is subject to reservation through the payment of a deposit amounting to \$1,000.00, which is non-refundable. In the event that the reserved puppy becomes unwell, sustains injury, or passes away prior to its departure from the Seller's care, the Buyer shall be entitled to a complete reimbursement of their deposit. Alternatively, the Buyer may opt to allocate their deposit toward a subsequent litter or select a different puppy, subject to availability. In such a case, the deposit shall once again become non-refundable, save for the circumstances delineated within this agreement.

PAYMENT:

The outstanding balance for the puppy must be settled in full by the time the puppy attains the age of eight (8) weeks. The final payment is required to be remitted to Infinity Frenchies no later than five (5) business days preceding the arrangement of shipping. Should the full payment not be received, or if the puppy continues to reside with Infinity Frenchies beyond the age of nine (9) weeks, all payments made to date shall be forfeited, and the puppy will become available for sale to other parties. In instances where the puppy has already reached the age of eight (8) weeks at the time of signing this contract, the Buyer is obligated to collect the puppy within a period of five (5) business days from the date of contract execution.

TERMS AND CONDITIONS

THIS AGREEMENT is made and entered on ____/____/____, (the "Effective Date")

BETWEEN:

_____, (hereinafter referred to as the "**Buyer**"),

-AND-

Christopher Klub, owner of **Infinity Frenchies**, (hereinafter referred to as the "**Seller**").

RECITALS:

WHEREAS, the Seller, Christopher Klub, is the lawful proprietor of Infinity Frenchies and the legal owner of a French Bulldog puppy (hereinafter referred to as the "Puppy"), which is the subject of this Agreement;

WHEREAS, the Buyer expresses a desire to purchase the Puppy from the Seller and commits to adhering to the stipulations outlined in this Agreement;

WHEREAS, this Agreement is designed to articulate and govern the respective rights, responsibilities, and obligations of both the Seller and the Buyer in relation to the sale and subsequent ownership of the Puppy;

WHEREAS, the terms of this Agreement shall be legally binding and shall remain in effect until such time as all obligations herein have been fully discharged or until this Agreement is mutually terminated by both the Seller and the Buyer;

WHEREAS, it is the intent of both parties that this Agreement shall ensure the welfare and well-being of the Puppy, and establish clear and equitable terms for its transfer from the Seller to the Buyer;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions set forth in this Agreement.

ARTICLE 1: HEALTH AND WELLNESS GUARANTEE

1.1 Delivery and Initial Health Guarantee:

The Seller hereby commits to delivering the Buyer a French Bulldog puppy (hereinafter referred to as the "Puppy") free from symptoms of infectious, contagious diseases, and any known pre-existing health conditions, except as disclosed in writing by the Seller. This health guarantee is valid for a period of three (3) days from the date of transfer of the Puppy to the Buyer.

1.2 Veterinary Examination Requirement:

To uphold the validity of the health guarantee, the Buyer must have the Puppy examined by a licensed veterinarian within seventy-two (72) hours (3 days) of taking possession. This examination is to be conducted at the Buyer's expense. Failure to comply with this examination requirement within the stipulated timeframe will result in the automatic voiding of this health guarantee.

1.3 Veterinary Health Certification Provision:

Infinity Frenchies shall provide the Buyer with a comprehensive veterinary health certificate for the Puppy. This certificate will detail the Puppy's current health status, vaccination records, deworming details, and any other relevant health or genetic testing information. The Seller guarantees that the Puppy has been certified as healthy by a licensed veterinarian prior to the transfer.

1.4 Validation of Health Guarantee:

The Buyer is required to submit proof of the Puppy's veterinary examination to the Seller. This proof, consisting of a detailed health examination report from the Buyer's veterinarian, must be dated no more than seventy-two (72) hours from the date the Puppy left the Seller's possession. The Buyer must email or mail this documentation to the Seller within twenty-four (24) hours following the examination. Failure to provide this documentation within the specified timeframe will render the health guarantee void.

1.5 Procedure for Health Issues Attributable to Seller:

In the event that the Puppy is found to be in ill health during the initial veterinary examination, and such condition is conclusively determined to be attributable to the Seller, the following steps shall be taken:

- a) The Buyer must provide a written and conclusive diagnosis from their veterinarian, including a detailed description of the Puppy's health issue.
- b) Upon verification of the health condition, the Buyer may return the Puppy to the Seller in exchange for another puppy of equal value, subject to availability.
- c) All costs associated with the return shipping or transportation of the original Puppy, as well as the delivery of the replacement puppy, shall be borne solely by the Buyer.

ARTICLE 2: LIMITED HEALTH GUARANTEE

2.1 Guarantee Coverage:

The Seller guarantees that, until the first birthday of the puppy, it will be free from fatal and life-threatening congenital defects. This coverage extends exclusively to the following conditions:

- a) Heart defects, specifically murmurs of a grade 3 severity or higher;
- b) Significant congenital issues impacting the Kidney, Heart, or Pancreas;
- c) Liver shunts, as diagnosed by a qualified veterinarian;
- d) Luxating patellas, provided they are at least of grade 3 severity;
- e) Severe hip dysplasia, which must be confirmed by x-ray and require euthanasia or surgery for mitigation;
- f) Severe spinal abnormalities, excluding common hemivertebrae found in French Bulldogs, unless such conditions significantly impair the puppy's quality of life or necessitate surgical intervention;
- g) Other life-threatening congenital defects, subject to a thorough case-by-case evaluation based on the puppy's quality of life, the professional opinion of a licensed veterinarian, and the necessity of surgical intervention.

h) The Buyer acknowledges that any conditions not explicitly covered in this list are not eligible for replacement under this guarantee.

2.2 Replacement Policy:

In the unfortunate event that the puppy is diagnosed with one of the above-listed congenital defects before its first birthday, the following policy shall apply:

- a)** The Buyer must obtain a detailed and written conclusive diagnosis from a licensed veterinarian, specifying the nature of the congenital defect and providing a comprehensive description of the puppy's condition.
- b)** The Buyer may opt to return the puppy to the Seller in exchange for another puppy of equal value from a future litter, subject to availability. The responsibility for all associated return shipping and transportation costs lies with the Buyer.
- c)** Should the Buyer prefer to retain the affected puppy, it is mandatory for them to have the puppy spayed or neutered. This action must be documented and certified by a licensed veterinarian. Along with this documentation, the original registration papers must be returned to the Seller. Subsequently, the Buyer will qualify for a credit, which can be applied towards the purchase of another puppy. This credit will be calculated as either half of the original purchase price of the affected puppy or \$2,500.00, whichever amount is lower.

2.3 Protocol for Sudden or Unexpected Demise:

In the case of the sudden or unexpected demise of the puppy within its first year, the following protocol is to be strictly adhered to:

- a)** The Buyer is required to arrange for a necropsy to be performed at their expense. The purpose of this necropsy is to ascertain the definitive cause of death.
- b)** Following the necropsy, a comprehensive and written diagnosis must be provided to the Seller. This report must explicitly state that the cause of death was due to a congenital defect as outlined in section 2.1 of this contract. Alongside this report, a copy of the necropsy findings and the original registration papers of the deceased puppy must be submitted to the Seller.
- c)** Upon receipt and verification of these documents, and provided the cause of death aligns with the covered conditions outlined in 2.1, the Seller will offer a replacement puppy. The Buyer is responsible for all shipping costs and transportation arrangements associated with the delivery of the replacement puppy.

2.4 Right to Information Verification:

The Seller explicitly reserves the right to verify any and all information related to the puppy's health provided by the Buyer. This verification may involve direct communication with the Buyer's veterinarian.

- a)** In order to facilitate a thorough verification process, the Buyer is required to comply promptly with any requests from the Seller for medical records, veterinary contact information, and other relevant health documentation pertaining to the puppy.
- b)** The Buyer must provide the requested information within three (3) days of the Seller's request. Failure to meet this deadline will result in the immediate voidance of the health guarantee and relinquish the Buyer's eligibility for any replacement puppy.

2.5 Mandatory Conclusive Diagnosis:

For any health-related claims under this contract, particularly those that may lead to the replacement of the puppy, the Seller mandates the provision of a conclusive, written diagnosis from a licensed veterinarian.

- a)** The diagnosis must be clear, unambiguous, and directly relate to the congenital defects specified in this contract.

b) Speculative, ambiguous, or inconclusive veterinary findings will not be accepted as grounds for a replacement puppy. The Seller's decision in this regard will be final and binding.

2.6 Timeframe for Replacement Eligibility:

If the Buyer becomes eligible for a replacement puppy under the terms of this contract, the following timeframe applies:

- a)** The Buyer must accept and finalize the arrangements for the receipt of the replacement puppy within twelve (12) months from the date such replacement is warranted and offered by the Seller.
- b)** Failure to adhere to this twelve-month period will result in the forfeiture of the Buyer's right to the replacement puppy, and no further claims can be made under this contract thereafter.

2.7 Verification Process for Replacement:

To ensure the integrity of the replacement process, the following verification steps will be taken:

- a)** Infinity Frenchies, or a representative thereof, will conduct a thorough verification of all information and documentation provided by the Buyer concerning the replacement puppy.
- b)** This verification process will include direct communication between a licensed veterinarian representing Infinity Frenchies and the veterinarian who has treated the puppy. This step is crucial to ascertain the accuracy and validity of the health claims made by the Buyer.

2.8 Authorization for Medical Record Release:

As a part of this contract, the Buyer agrees to the following terms regarding medical records:

- a)** The Buyer shall authorize the release of the puppy's complete medical records to both the Seller and the Seller's designated veterinarian.
- b)** This authorization is required to be executed within 72 hours of the Buyer notifying the Seller of any health-related problem that may warrant a replacement puppy.
- c)** Non-compliance in providing these medical records in the specified timeframe will void the Buyer's right to any replacement puppy under this contract, and no further claims can be pursued thereafter.

ARTICLE 3: EXCLUSIONS FROM HEALTH GUARANTEE

3.1 Non-Covered Conditions:

The Buyer acknowledges and agrees that the following conditions, commonly observed in the French Bulldog breed, are explicitly excluded from the Limited Health Guarantee provided under this contract:

- a)** Brachycephalic syndrome, which includes difficulties in breathing associated with the breed's characteristic facial structure.
- b)** Nasal conditions such as Pinched or Stenotic nares and complications related to the nasal structure.
- c)** Palatal issues, including Elongated Soft Palate, which may affect the puppy's breathing or swallowing.
- d)** Tracheal hypoplasia, characterized by a narrow trachea.
- e)** Eye conditions such as Entropion (inward turning of the eyelids), Ectropion (outward turning or drooping of the eyelids), Cherry Eye, and Visible hawes (prominent third eyelid).
- f)** Thyroid dysfunction, which can lead to various health issues.
- g)** Luxating patellas of grade 1 or 2 severity.
- h)** Joint issues such as loose knees, hips, and elbows, including conditions like bowed or fiddle fronts.
- i)** Knuckling, Pigeon chest, and other skeletal abnormalities.

- j) Dermatological and integumentary issues including Interdigital cysts, Wry jaw, and various skin conditions such as dry, flaky skin, Demodex (a type of mange), and Allergies.
- k) Congenital anomalies such as Inguinal and umbilical hernias, head tilt of any kind, and missing testicles.
- l) Autoimmune disorders, which can manifest in various forms and affect multiple systems within the body.

3.2 No Guarantee for Show or Breeding Potential:

- a) The Buyer understands and agrees that Infinity Frenchies provides no guarantee regarding the puppy's potential or suitability for show or breeding purposes. This understanding holds regardless of any perceived potentials in the puppy's physical appearance or characteristics as a puppy.
- b) It is acknowledged that individual development and maturation may not align with the Buyer's initial expectations for show or breeding, and no refunds, replacements, or compensations will be provided for puppies that do not meet these expectations at maturity or are unable to reproduce.
- c) The Buyer recognizes that while Infinity Frenchies endeavors to breed high-quality French Bulldogs, variations in individual puppies' development, health, temperament, and physical attributes are inherent and cannot be precisely predicted or guaranteed.

ARTICLE 4: REGISTRATION AND VALIDATION REQUIREMENTS

4.1 AKC Registration Compliance:

The Buyer agrees to adhere to the following conditions regarding the registration of the puppy with the American Kennel Club (AKC):

- a) In the event that Infinity Frenchies provides the Buyer with the necessary AKC registration paperwork for the puppy, it is incumbent upon the Buyer to complete the AKC registration process for the puppy within sixty (60) days from the date of this contract.
- b) As a condition of this agreement, the registration name of the puppy must include 'Infinity Frenchies' as a prefix, thereby acknowledging the breeder's contribution and lineage of the puppy.
- c) The Buyer is responsible for ensuring that all information provided to the AKC in the registration process is accurate, complete, and submitted within the stipulated timeframe.
- d) The Buyer acknowledges that failure to register the puppy with the AKC within the sixty-day period, or non-compliance with the naming convention as stipulated, will result in the automatic voidance of the entirety of this contract.
- e) The Seller, Infinity Frenchies, reserves the right to request proof of registration from the Buyer to confirm compliance with these terms. This proof may include, but is not limited to, a copy of the AKC registration certificate showing the puppy's name and registration number.

4.2 Contract Voidance for Non-Compliance:

- a) The Buyer understands and agrees that adherence to the AKC registration process as outlined in Section 4.1 is a fundamental term of this contract.
- b) Any deviation from, or failure to fulfill, the requirements set forth in Section 4.1 regarding AKC registration will render this contract null and void in its entirety. This includes, but is not limited to, the health guarantees and any other obligations or agreements made by the Seller under this contract.
- c) The Buyer acknowledges that the voidance of this contract for non-compliance with AKC registration requirements releases the Seller from all contractual obligations and responsibilities, including but not limited to, any health guarantees, support, or replacement provisions previously agreed upon.

d) The Seller emphasizes the importance of these requirements as a measure to maintain the integrity and traceability of the breed's lineage and to uphold the standards and reputation of Infinity Frenchies as a responsible and ethical breeder.

ARTICLE 5: PUPPY ADJUSTMENT AND INITIAL CARE

5.1 Awareness of Puppy Adjustment Challenges:

- a)** The Buyer acknowledges that a puppy, as a young and developing animal, may naturally experience stress or minor health issues as it adjusts to a new environment. This is particularly true during the initial period after transitioning to a new home.
- b)** Common symptoms during this adjustment phase may include, but are not limited to, soft or loose stools, minor dietary changes, and temporary fluctuations in activity levels or temperament.

5.2 Responsible Care During Adjustment Period:

- a)** The Buyer commits to providing a supportive, patient, and nurturing environment for the puppy during this critical adjustment period.
- b)** The Buyer agrees to monitor the puppy's health and behavior closely during this time and to consult a veterinarian if any health issues persist or appear serious.

ARTICLE 6: NUTRITIONAL GUIDELINES AND DIETARY MANAGEMENT

6.1 Puppy Nutrition and Diet:

- a)** Infinity Frenchies ensures that the puppy has been fed with a specific diet, namely Diamond Naturals Salmon & Potato puppy food, and will provide a sample of this food at the time of the puppy's delivery.
- b)** The Buyer is advised that if they choose to switch the puppy to a different brand of food, it should be done gradually over a minimum period of seven (7) days. This gradual transition involves mixing the new food with the provided food, slowly increasing the proportion of the new food to prevent digestive issues.

6.2 Dietary and Environmental Standards at Infinity Frenchies:

- a)** The Seller maintains that all puppies are reared in a clean, sanitary, and nurturing environment, with continuous access to fresh, clean water and high-quality, appropriate food.
- b)** Infinity Frenchies takes proactive steps to ensure the dietary needs of the puppies are met, emphasizing the importance of a balanced and nutritious diet for optimal health and development.

ARTICLE 7: CONDITIONS AND EXPECTATIONS FOR PUPPY HEALTH

7.1 Understanding of Common Health Concerns Post-Adoption:

- a)** The Buyer understands that after the puppy leaves the Seller's care, it may be susceptible to common, non-life-threatening conditions such as Coccidiosis (Coccidia), Giardia, and Kennel Cough (upper respiratory infection). These conditions, while common in puppies, are typically treatable and are not indicative of long-term health issues.
- b)** The Buyer agrees to seek appropriate veterinary care for these conditions should they arise and understands that these conditions are not covered under the health guarantee provided by Infinity Frenchies.

ARTICLE 8: BREEDING ETHICS AND SALES CONDITIONS

8.1 *Compliance with Ethical Breeding and Sales Practices:*

- a)** The Buyer certifies that they are not acting as an intermediary or agent for another party in the purchase of the puppy and will not sell or transfer the puppy to any mass-producing kennel (puppy mill) or business.
- b)** The Buyer agrees to uphold the highest standards of care and ethical treatment for the puppy, ensuring a healthy and nurturing environment.

8.2 *Retention of Breeding Rights:*

- a)** For male puppies sold with full registration, the Buyer acknowledges and agrees that Infinity Frenchies retains breeding rights for three (3) stud services.
- b)** Specific details regarding the exercise of these breeding rights, including any associated costs and arrangements, will be clearly communicated and agreed upon at the time of sale.

ARTICLE 9: SALE CANCELLATION RIGHTS AND AGREEMENT TERMS

9.1 *Seller's Discretionary Right to Cancel Sale:*

- a)** Infinity Frenchies reserves the right to cancel the sale of the puppy at any point for reasons deemed necessary by the Seller.
- b)** In the event of such cancellation, except in cases of falsified information by the Buyer, all payments made, including any deposits, will be fully refunded to the Buyer.

9.2 *Non-Transferability of Agreement:*

- a)** The agreement and all its terms and conditions are exclusively between the Buyer and Infinity Frenchies and are non-transferable.
- b)** The terms of this agreement apply only to the original parties involved and cannot be assigned or transferred to another party without the explicit written consent of Infinity Frenchies.

ARTICLE 10: SUPPORT AND COMMUNICATION

10.1 *Commitment to Post-Sale Support:*

- a)** Infinity Frenchies commits to providing ongoing advice, support, and guidance to the Buyer regarding any aspect of the puppy's care, development, and overall well-being.
- b)** The Seller encourages the Buyer to maintain open lines of communication and reach out with any questions or concerns they may have throughout the puppy's life.

ARTICLE 11: LIABILITY AND INDEMNIFICATION

11.1 *Liability for Puppy's Actions:*

Upon the transfer of ownership to the Buyer shall assume full responsibility for the Puppy's actions, including any damage or harm caused by the Puppy.

11.2 Indemnification of the Seller:

The Buyer agrees to indemnify, defend, and hold the Seller harmless from any claims, damages, losses, liabilities, expenses, or legal fees incurred by the Seller as a result of any actions, behaviors, or consequences arising from the Puppy's actions after the transfer of ownership.

11.3 Buyer's Duty to Exercise Due Diligence:

The Buyer acknowledges their duty to exercise due diligence in supervising and caring for the Puppy to prevent any actions or behaviors that could result in harm or damage to persons, property, or other animals. The Buyer shall be solely responsible for any consequences resulting from their failure to fulfill this duty.

11.4 Limitation of Liability:

The Buyer understands and agrees that the Seller's liability is limited to the terms and conditions outlined in this Agreement. The Seller shall not be responsible for any special, incidental, consequential, or indirect damages, including but not limited to medical expenses, veterinary bills, emotional distress, or loss of income, arising from the Puppy's actions or behaviors.

ARTICLE 12: BREACH OF CONTRACT

12.1 Consequences of Breach:

Any breach of this contract by the Buyer may result in legal action and the Buyer may be responsible for any legal fees incurred by the Seller in enforcing the terms of this contract.

ARTICLE 13: JURISDICTION AND DISPUTE RESOLUTION

13.1 Governing Law:

This Agreement shall be governed by the laws of the state in which the Seller operates.

13.2 Dispute Resolution:

Any disputes arising under this Agreement shall first be attempted to be resolved through mediation. If mediation fails, legal proceedings must be initiated in the jurisdiction where the Seller is located.

ARTICLE 14: CONFIDENTIALITY

14.1 Confidential Information:

Both parties agree to keep all terms, conditions, and information related to this Agreement strictly confidential, except as required by law or as necessary for the implementation of this Agreement.

14.2 Duration of Confidentiality Obligation:

The confidentiality obligations set forth in this Agreement shall remain in effect for the duration of this Agreement and for a period of three (3) years following its termination or expiration.

ARTICLE 15: SEVERABILITY

15.1 Validity of Provisions:

If any provision or part of a provision in this Agreement is held to be invalid, illegal, or unenforceable, that part shall be disregarded and the remainder of the Agreement shall continue in full force and effect as if such invalid, illegal, or unenforceable part had never been a part of the Agreement.

15.2 Replacement of Invalid Provisions:

In the event that any provision of this Agreement is deemed unenforceable, the parties agree to negotiate in good faith to replace such provision with a new provision that most closely achieves the original intent of the unenforceable provision.

ARTICLE 16: WAIVER

16.1 Non-Waiver of Rights:

The failure or delay of either party to exercise or enforce any right or provision of this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or power preclude any further exercise of that or any other right.

16.2 Written Waivers:

Any waiver of any provision of this Agreement must be in writing and signed by the party waiving its rights. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof.

ARTICLE 17: NOTICE

17.1 Method of Notice:

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed to the relevant party at the address provided in this Agreement.

17.2 Effective Date of Notice:

Notice shall be considered given when received by the party to whom it is addressed. Methods of notice may include personal delivery, email, registered or certified mail, or any other method that provides a record of delivery.

ARTICLE 18: FORCE MAJEURE

18.1 Definition:

Neither party shall be held responsible for a delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, terrorism, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond their control and without the fault or negligence of the delayed or non-performing party. In the event of a force majeure situation, the affected party shall notify the other party as soon as reasonably practicable. The affected party shall use reasonable efforts to mitigate the effects of the force majeure event.

ARTICLE 19: ASSIGNMENT

19.1 *Restriction on Assignment:*

Neither party may assign this Agreement or any rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

19.2 *Binding Effect:*

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

ARTICLE 20: ENTIRE AGREEMENT

20.1 *Entirety of Agreement:*

This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof. Any prior discussions, agreements, commitments, or understandings related to the purchase of the Puppy are hereby superseded and replaced in their entirety by the terms of this Agreement.

20.2 *Modifications or Amendments:*

Any amendments or modifications to this Agreement must be made in writing and signed by both parties. Verbal agreements or understandings will not be considered valid unless explicitly incorporated into a written amendment to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BUYER:

Signature: _____

Name: _____

Date: _____

SELLER:

Signature: _____

Name: _____

Date: _____