

# Pappy's Bulldogs Health Guarantee and Sales Agreement

**NOTE TO PURCHASE OF GOOD FAITH:** All canines have the potential for genetic or congenital disease. Unfortunately, due to the nature of some diseases, they cannot always be eliminated. It is the job of the Breeder, through selective breeding, to try and minimize (not eliminate) these conditions — in good faith. Please read, to your full understanding, the following sections of this Health Guarantee and Sales Agreement concerning any contagious or hereditary defects.

Pappy's Bulldogs shall hereinafter be referred to as the "Breeder". The original purchasing party, and solely the original purchasing party shall hereinafter be referred to as the "Purchaser".

1. Payment Terms: A \$500 deposit is required to reserve the puppy. The deposit will hold the puppy until it is ready to go to its new home. Payment for deposits can be cash, bank certified check or personal check. There are no refunds of deposits unless the puppy is found to be unfit for sale. The puppy will not leave the breeder until the puppy is paid in full.
2. This puppy is sold with no known health or genetic defects, unless previously disclosed and agreed upon. The Breeder certifies that, upon receipt, the dog is in good health and has been immunized *if buyer elected*, otherwise the pup has had no immunizations in order to help their natural immunity build up. Immunizations should happen 9 weeks or after. De-wormed "if necessary" following a fecal sample, listed on the accompanying health record of said Bulldog. The Purchaser agrees to have the dog examined by the Purchaser's veterinarian at the Purchaser's expense within ten days from the time Purchaser takes possession of the bulldog. If the veterinarian does not give the dog a clean bill of health, Purchaser must notify the Breeder immediately. Breeder reserves the right to have the bulldog re-examined by the Breeder's veterinarian at Breeder's cost. A copy of the examination results must be sent to the Breeder by email within eleventh day of receipt of the puppy, failure to provide examination results will render this Health Guarantee null and void. Breeder will not accept any examination(s) performed or diagnosis' given by/from any Banfield Veterinary Clinic.
3. Any condition that is minor, correctable or a breed related minor condition is not covered and no condition which could go away or is considered to be a condition which a puppy will likely grow out of is covered. If the dog is then found not to be in good health, Breeder will resume possession and at the Breeder's choice either refund the Purchaser the purchase price of the puppy or replace the puppy with the next available puppy of equal value. The breeder will not be responsible for any veterinarian costs or medical expenses prior to the return of the puppy. It is the Purchaser's responsibility to return the puppy and AKC paperwork to the Breeder at the Purchaser's expense, unless otherwise agreed in writing upon. All transportation costs to return the dog and/or receive a replacement are at the Purchaser's expense.
4. Crippling hip and elbow dysplasia and pathological spinal disorder are covered for 1 year from date of birth of said bulldog with the same conditions as above in effect. This Health Guarantee does not cover any of the following conditions: Intestinal parasites (Coccidiosis, Giardia, Worms), Kennel Cough, Pneumonia, Ear or Skin Mites, Mange (Demodectic, Sarcoptic or Cheyletiella), Cherry Eye, Allergies (food or skin), Herniation (Inguinal, Perineal or Diaphragmatic), Stenotic Nares, Small Trachea, Entropion, Elongated Soft Palate, Undescended Testes, Luxated Patellas grade 1-3. This Health Guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes or any elective surgeries such as stomach tacking or Juvenile Pubic Symphysiodesis. Breeders do not have a Health Guarantee against non-life-threatening illnesses common to puppies.
5. The Purchaser agrees to house the dog in the family home as its primary housing with a fenced in yard or always on leash and the dog will be treated as a family member with loving care and affection. The dog will live inside the home and will not be isolated from the family. The Purchaser agrees to take good care of this dog, maintain recommended vaccinations, heart worm preventions, and general de-worming's unless under the care of a Holistic Veterinary Practice.

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6. Purchaser is aware that English Bulldogs are prone to heat stroke and will be responsible to provide an environment that is healthy for their new puppy. The purchaser has also researched, is knowledgeable and aware of the common conditions that can be common and typical of developing with a Bulldog along with the veterinary treatments and expenses involved in owning a Bulldog. See our Bulldog care & information pages/blog go to [www.englishbulldogsusa.com](http://www.englishbulldogsusa.com) a very informative website for Bulldog owners.
7. If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused, fighting with other dogs, or allowed to live in poor health or poor conditions the Breeder has all rights to repossession of this dog with no refund to the Purchaser. The death, injury, or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the Purchaser to any compensation from the Breeder. Breeders contact info is required to stay on ID chip for life of dog as a secondary contact.
8. The puppy must be kept in good physical condition, if signs of neglect or puppy abuse are found, the health guaranty is void. If said puppy is found to have a life-threatening genetic defect within the first year a statement from a licensed veterinarian of Purchaser's choosing confirming such an event and cause is required before any action will be taken by the Breeder. Breeder reserves the right to request a second opinion by a veterinarian of Breeder's choosing to determine the genetic defect. This Health Guarantee does not cover any veterinarian or medical costs. The Purchaser is aware that owning a puppy means frequent visits to a veterinarian and understands that he/she will be responsible for all payments. *Brachycephalic* (short nosed) breeds should be seen by a vet that understands this breed (not all vets are the same). Purchasers are advised to get Pet Insurance, but not required. There are many providers and up to the Purchaser to do the research.
9. In the unlikely event of the death of the puppy within one (1) year of date of birth due to genetics, the Breeder, at the Breeder's choice, shall either refund the Purchaser the purchase price of the puppy or replace the puppy with the next available puppy of equal value. If the Breeder offers a replacement puppy and the Purchaser declines the replacement puppy, then the Breeder and Purchaser shall be under no further obligation, and it will be deemed that the Purchaser has released the Breeder from any and all further claims.
10. No guarantee is made as to the disposition, conformation, temperament, size, weight, color, or markings of the puppy. No guarantee is made as to the speed with which the puppy will house train or train in any other capacity. No guarantee is made for any other traits that may develop as the puppy grows up. There are no ugly bulldogs, but some are just unique.
11. If Limited AKC Rights are given, then the Purchaser "SHOULD" have the puppy spayed or neutered between their 1<sup>st</sup> and 3<sup>rd</sup> Birthday. I do not recommend having this done until they reach a minimum of 18 months old, so their bodies have time to finish developing. I do not force anyone to have this done but understand Limited AKC means you are not allowed to breed or use them as a stud dog since you did not pay for that option. "IF" you are caught breeding your contract could be voided and the breeder could, if they choose to, remove the dog and the puppies from your home (under the condition of neglect). You will NOT be able to register any litter with AKC rights or paperwork.
12. In the event the Purchaser is unable to keep this dog for any reason (allergy, landlord/tenant issues, marital/relationship/family or adjustment problems, relocation, death, etc.) the Purchaser agrees to offer to the Breeder the first chance to take this dog back and AKC paperwork. If the Purchaser returns the puppy for any reason, it will be on a surrender basis only with no refund (unless agreed upon in writing). It is the Purchaser's responsibility to return the dog and AKC paperwork to the Breeder at the Purchaser's expense, unless otherwise agreed upon. All transportation costs to return the dog are at the Purchaser's expense. If the Purchaser has a home in mind that they would like to re-home or re-sale the said bulldog to, the Breeder will take this into consideration. In such an event the Purchaser must notify the Breeder with the new name, address and contact information of

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the new Purchaser and it must be approved by the Breeder first. The purchaser agrees not to sell or freely give this dog to any retail company, establishment, or shelter/pound.

13. Purchasers are welcome and encouraged to come to the Breeder's home to choose, visit and pick up their puppy. If the puppy is to be transported, the Breeder or Purchaser will make all transportation arrangements. Sometimes travel arrangements are delayed due to temperature restrictions, weather, logistics, mechanical failure, or other unforeseen events. The Breeder shall not be liable directly or indirectly for any delays which may cause inconvenience or financial loss, nor shall the delay be the cause for cancellation. The Breeder will collect all transportation fees from the Purchaser at the time of the purchase. Transportation costs are non-refundable.
14. The Breeder is allowed to post photos or video of you receiving your puppy on their website and social media outlets. The Purchaser understands that when visiting the Breeders home there will be security camera's surrounding the home with audio recording, for your safety and ours.
15. The value of the puppy for the purpose of this Health Guarantee and Sales Agreement is solely the original purchase price of the puppy and does not include transportation costs, health certificate, medical bills or any additional costs declared by the Purchaser. Transportation costs cannot be refunded.
16. In the event of any litigation pertaining to the puppy covered by this Health Guarantee and Sales Agreement, both the Breeder and the Purchaser agree that ALL legal fees are to be paid by the Purchaser if the Purchaser breaks any part of this contract. This Health Guarantee and Sales Agreement is hereby entered into exclusively and wholly executed in the State of Pennsylvania and litigation arising from any possible breach of this Health Guarantee and Sales Agreement shall be exclusively adjudicated in the County of Perry, in the State of Pennsylvania, exclusively under Pennsylvania law. All parties hereby submit themselves to the exclusive jurisdiction of said courts. Should any provision of this agreement be considered invalid, illegal, or unenforceable, the remaining provisions shall not be affected. A copy of the Pennsylvania Puppy Lemon Law has been given to the Purchaser and is available to view on the website at [www.englishbulldogsusa.com](http://www.englishbulldogsusa.com) at any time.
17. Confidentiality of Disputes. Breeder and Purchaser agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation. Failure to do so could also result in a defamation lawsuit.

This is the total agreement between Pappy's Bulldogs and the Purchaser, and no other terms or conditions shall be valid for this sale. The Purchaser acknowledges that he or she has read, understands, and agrees to the terms of this Health Guarantee and Sales Agreement. This written agreement is a binding legal contract entered into in the State of Pennsylvania, County of Perry, according to and by Pappy's Bulldogs Health Guarantee and Sales Agreement.

The Purchaser of said puppy hereby acknowledges that I have received a copy of this document. Further, I accept the terms and conditions of the Health Guarantee for hereditary disorders printed in this document and would like to proceed with the purchase of the puppy.

Purchaser's Name(s): \_\_\_\_\_ / \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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Date of Spot Position Fee: \_\_\_\_\_ Puppy Chosen: \_\_\_\_\_

Date of Puppy Hold Deposit: \_\_\_\_\_ Date of Delivery or Pick Up: \_\_\_\_\_

Terms: ( ) Outright Purchase ( ) Co-Ownership {see attached addendum}

Registration: ( ) Full AKC ( ) Limited AKC *(please see paragraph 11)*

Total Price: \$ \_\_\_\_\_ Deposit to hold: \$ \_\_\_\_\_

Balance Due: \$ \_\_\_\_\_ {Balance Due on Delivery or NO puppy until paid-in-full}

Breeders Names: \_\_\_\_\_ / \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Description of the Puppy/Dog:

Breed: \_\_\_\_\_ Gender: ( ) Male ( ) Female

Color: \_\_\_\_\_ DNA & Health Test: ( ) Yes ( ) No

DOB: \_\_\_\_\_ (Puppies cannot leave breeder before 8 Weeks or older)

Litter / Registration #: \_\_\_\_\_

Any Disclosed Issues: \_\_\_\_\_

Sire: \_\_\_\_\_ AKC #: \_\_\_\_\_

Dam: \_\_\_\_\_ AKC #: \_\_\_\_\_

Purchasers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Breeders Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Breeders Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Breeders Initials \_\_\_\_\_ / \_\_\_\_\_

Purchasers Initials \_\_\_\_\_ / \_\_\_\_\_