1/4

Brick House

**Bulldogs**

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_.

This agreement is made between the Breeder and the Buyer.

For the purchase of the Following Puppy (dog):

Call name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex:\_\_\_\_\_\_\_\_\_ Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Markings:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth:\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The breeder is selling the above dog for the total price of **$\_\_\_\_\_\_\_\_\_\_**

*Price $\_\_\_\_\_\_\_\_*

 *Tax $\_\_\_\_\_\_\_\_\_*

 *Shipping $\_\_\_\_\_\_\_\_*

*CC/Debit Processing Square fee 3% $\_\_\_\_\_\_\_\_\_*

***Total*** *$\_\_\_\_\_\_\_\_*

* *Deposit $\_\_\_\_\_\_\_\_\_\_*

***Remaining balance due $\_\_\_\_\_\_\_\_\_***

The breeder is selling the above dog for the total price of **$\_\_\_\_\_\_\_\_. The Buyer**

**is giving the deposit of $\_\_\_\_\_\_\_ and has the final balance of $\_\_\_\_\_\_\_\_ due to the breeder upon release of the dog to the buyer. The expected date of release is \_\_/\_\_/\_\_\_\_. The Buyer understands that the deposit is non-refundable because it is a commitment to buy the dog. Buyer will forfeit the deposit and ownership rights to the dog if the buyer does not make full payment within one week of the dogs expected release date. After that time, the Breeder may sell the dog to another party.**

Buyer : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_/\_\_/\_\_\_\_

***Breeder’s Representations***

1. **HEALTH GUARANTEE:** The breeder takes pride in producing healthy dogs with wonderful temperaments for loving homes. The buyer has three business days from the time of receipt of the puppy to have the puppy examined by a licensed veterinarian (we will extend through a Monday if bought on a weekend, or add any holidays where vets offices are closed). Any request to return the dog to the seller for a full refund must be made within this time period and may only be requested should the dog prove to have a life threatening genetic condition. Written proof of examination must be provided to the seller. A second opinion may be required if diagnosis is questionable. This guarantee will be terminated if the dog is not examined within the allotted time. If the puppy dies of a genetic disease within the **First** year of life, the seller will provide a replacement puppy within 12 months. In order to receive a replacement puppy, the buyer must have a necropsy performed at their state lab and report proving the genetic disease sent to my veterinarian, failure to comply will receive no compensation. Future bone/ joint problems caused by lack of nutrition or inadequate exercise or obesity are not covered. **The Breeder is not responsible for ANY veterinarian bills or other expenses incurred by the Buyer.**
2. **BREEDER‘S LIFETIME COMMITMENT: The Breeder will take the dog back at any time during the lifetime of the dog. With this commitment, the Buyer should never consider euthanizing the dog or taking it to an Animal Shelter. The Breeder will not issue a refund or provide another puppy to the buyer unless the dog’s return falls under the Breeder’s Health guarantee.**
3. **FITNESS OF PURPOSE:** This dog is bred as a companion animal. Although the dog may be capable in excellence in obedience, show ring and/or breeding, no warranty is provided by the Breeder as to its fitness for any specific purpose.
4. **AKC Paperwork:** For puppies listed as AKC- If the puppy was sold without breeding rights the said puppy must be spayed/neutered by 8 months in age in order to receive papers. We must receive documentation including a picture of where the surgery was done. We must be notified within 3 months of your puppy being fixed or you forfeit your papers. If you purchased your puppy with breeding rights, your papers will arrive within 4-6 months of age**.**

***Buyer’s Representations***

1. **BUYER’S COMPANION:** The Buyer agrees that the dog will live with the buyer as his or her companion. The buyer also agrees that he or she is not an agent for another person or business in this purchase.
2. **GENERAL WELL BEING:** To prevent unfortunate accidents and for the dog’s general well being, The Buyer will maintain the dog in an adequate enclosed area and will not allow the dog to roam at will. The Buyer **WILL NOT chain** or tether the dog in the yard or keep the dog permanently in a kennel since research shows that this causes anti-social behavior in dogs. Also, the Buyer will provide nutritious food and necessary health care by a licensed veterinarian, including appropriate worming including for heartworm, flea and tick treatment and vaccinations including for rabies.
3. **VETERINARIAN HEALTH CHECK:** The buyer agrees to have a licensed veterinarian check the health of the dog within 3 business days after Buyer takes possession on the dog. This is to ensure the Buyers confidence in the health of the dog and to establish a veterinarian relationship. If there is a problem with the dogs health please contact us immediately. Buyer must provide high quality food, continue vaccinations (but not over vaccinate), continue de-wormings and start heart-worm prevention and provide all needed vet care. Buyer must provide age appropriate exercise and stimulation. At any time the buyer is having behavioral problems with their dog/Puppy, they must consult a professional as it could be health related. At first sign of puppy distress or illness the buyer must take puppy to a licensed veterinarian AND call the seller. Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the buyer. Seller will do all that is required for up-to-date vaccinations and de-worming protocols but seller cannot warrant against common conditions such as hypoglycemia, cold, mites, worms or protozoan type parasites ; nor genetic conditions that are not deemed life threatening such as off-bites, hernias, cherry eye, entropian, luxating patellas. Stress induced diarrhea from traveling/transitioning is not covered.
4. **TRANSFER OF OWNERSHIP: The buyer will not sell, give or release this dog to a pet shop, retail store, dog dealer, animal testing facility, research facility or any agent for these. If the Buyer wishes to transfer the dog to another breeder, or family, the Buyer needs to contact the breeder and let us know.**
5. **CONTACT:** The Buyer agrees to send pictures and updates for the puppy /dog at least once annually so that the breeder knows how the dog is developing.
6. **JURISDICTION:** The Buyer agrees he or she understands this contract fully and that this contract is in the jurisdiction of the **State of Virginia**, in the **County of Frederick**, in which the Breeder resides or does business.

***Mediation and Arbitration***

Mediation and arbitration lower any potential legal costs for both the Buyer and the Breeder.

If a dispute arises under this contract, The Buyer and the Breeder agree to first try to resolve it with the help of a mutually agreed-upon mediator in the jurisdiction of this contract. Any costs or fees other than attorneys fees associated with the mediation will be shared equally by both the Buyer and the Breeder.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Buyer and the Breeder agree to submit the dispute to a binding arbitration proceeding located closest to the residence or business location of the Breeder. Judgment upon award rendered by the arbitration may be entered in any court with jurisdiction to do so.

***Entire Agreement***

This contract represents the entire agreement between the parties. The Breeder and the Buyer have made no other agreements, promises or representations, verbal or implied, unless specifically stated in this written agreement.

The Breeder and the Buyer are to each receive one copy of this agreement signed by both.

Buyer : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_/\_\_/\_\_\_\_

Breeder : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_/\_\_/\_\_\_\_

***Buyer is to sign below the Breeder’s Copy of this contract upon receipt of the puppy from the Breeder.***

I acknowledge that I have received the puppy into my possession.

Buyer :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_/\_\_/\_\_\_\_

***Contact information for the Breeder and the Buyer***

**Breeder**

Kennel Name: **Brick House Bulldogs**

Breeders Name: **Wes Frye**

Cell Phone: **540-303-8200 Jessica**

Address: **323 Hunting Ridge Rd**  City: **Winchester** State: **Virginia** Zip: **22603**

Email: brickhousebulldogs@yahoo.com or **myiysis@yahoo.com**

Facebook: Brick House Bulldogs

**Buyer Information**

 Buyers Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Cell Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_ Zip:\_\_\_\_\_\_\_\_

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