



MO French Bulldogs

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Health Guarantee/Contract

This document constitutes an agreement between MO French Bulldogs (“seller”) and _____ (“buyer”).
This is a private transaction between the buyer and the seller for the purchase of a French Bulldog puppy.

The following are the terms and conditions of this Health Guarantee/Contract.

1. Price of the French Bulldog puppy. (1) The buyer agrees to a (USD) \$400.00 deposit to hold the French Bulldog chosen by the buyer. (2) The buyer agrees to purchase said chosen French Bulldog puppy for and additional (US) \$_____ to be paid to the seller before the buyer-chosen French Bulldog puppy is shipped or picked up. With the deposit and additional monies, the total cost of the French Bulldog puppy is (USD) \$_____. (3) In the event of shipping, the buyer assumes an additional financial responsibility to the seller in the amount of (USD) \$350.00, which shall be paid to seller prior to shipment of the French Bulldog puppy.

2. Identifying information for the French Bulldog puppy. (1) The seller agrees to ship or deliver to the buyer a French Bulldog puppy with the following characteristics.

Gender: _____

Color Markings: _____

Whelped: _____ MicroChip # _____

Sire: _____ APRI Registration # _____

Dam: _____ APRI Registration # _____

3. Registration. The seller guarantees this animal is qualified for registration with America's Pet Registry, Inc. (APRI), unless otherwise specified herein. Registration papers will either be provided at the time of sale of the puppy or transferred to the buyer immediately upon receipt from APRI if they are still being processed. It is understood at the time of sale that this is a pet quality dog and it is representative of the breed of French Bulldog.

4. Health of the French Bulldog Puppy. The seller agrees to deliver to the buyer a French Bulldog puppy with no symptoms of infectious or contagious disease.

5. Veterinary Health Certification. (1) The seller guarantees that the French Bulldog puppy has been certified as healthy by a licensed veterinarian. (2) The buyer agrees to pay for a licensed veterinary health examination and obtain a health certificate within three business days of taking possession of the puppy. (3) The buyer agrees to forward the written veterinary health certificate to the seller within seven business days of taking possession of the puppy. The terms and conditions of this Health Guarantee/Contract are not fully effective until the seller has acknowledged receiving the health certificate. (4) The buyer agrees to assume any financial responsibility for this examination, veterinary expenses, and/or medications that are not covered in this Health Guarantee/Contract.

6. Health Warranty. (1) The warranty period for this puppy is one year from the effective date of this Health Guarantee/Contract. This warranty covers fatal and life altering congenital diseases. This includes severe hip dysplasia as well as kidney, heart, pancreas, spine, and liver problems of a severe, life threatening or altering nature. (2) If the French Bulldog puppy dies within this Health Guarantee/Contract's effective period, the buyer agrees to assume financial responsibility for an autopsy on the puppy, to be performed by a licensed veterinarian to determine the cause of death. (3) Buyer agrees to forward the written autopsy report to the seller. (4) If the cause of death is found to be any affliction listed in Health Warranty Section (6.1) of this Health Guarantee/Contract, the seller agrees to replace the puppy with one of similar identifying characteristics as those listed in Identifying Information Section (2.1) of this Health Guarantee/Contract, unless characteristics are unavailable to the seller or otherwise specified by the buyer. (5) Buyer agrees that there is no monetary refund of any kind, full, or partial guaranteed or implied. (6) The puppy must exhibit the congenital defect within the effective period of this Health Guarantee/Contract. (7) The buyer agrees to notify the seller of the problem as well as furnish veterinary reports by two unassociated licensed veterinarians stating the affliction within two business days of the problem's discovery.

7. Health Conditions. (1) This Health Guarantee/Contract does not apply to afflictions that are considered to be common in the French Bulldog breed. These include, but are not limited to, cherry eye, entropion, "loose" hips, skin allergies, elongated soft palate, and collapsed nostrils. (2) Any kind of parasites, bacteria or viruses, and sicknesses which could be associated with the afflictions listed in Section 7.1 of this Health Guarantee/Contract or environmental factors will not be covered by this Health Guarantee/Contract, including allergies, dysfunction, demodectic mange, and other autoimmune disorders. (3) The seller does not assume responsibility for any reaction to any vaccination. (4) The seller does not assume responsibility for any medical expenses incurred associated with any health problem. (5) This Health Guarantee/Contract does not apply to any physical problems, which could be the result of an injury. (6) This Health Guarantee/Contract does not apply to the presence of deafness or any kind of hearing problems.

8. Puppy Care. (1) The buyer agrees to provide the puppy with routine preventative care and follow a veterinarian guideline for vaccinations and deworming. (2) The buyer agrees to keep the puppy away from dog parks, grassy areas, pet stores, etc. until the puppy is at least 16 weeks of age and has received its final vaccination. (3) The buyer agrees to keep the puppy away from lakes, rivers, oceans, and other water where the puppy can be in danger of drowning unless proper safety protocol is followed. (4) The buyer agrees to provide adequate fresh water, quality food, and puppy rest. (5) The buyer assumes responsibility for protecting the puppy from loss, theft, danger, neglect, and abuse.

9. Non-placement Policy. (1) Should the buyer ever decide to part with this dog, become incapable of caring for this dog, or be forced to surrender ownership of this dog, the buyer agrees that the seller shall be given first option of resuming full ownership of the dog. (2) Buyer must contact seller by delivery confirmed letter at the address provided at time of purchase stating their intent to relinquish ownership of this dog. Seller shall have seven business days to respond to the letter and indicate to either take possession of the dog or relinquish interest. (3) If buyer sells, trades, surrenders to a shelter or rescue group or gives away this dog to any party, without first notifying seller by delivery confirmed letter as outlined above, seller may pursue legal damages for pain and suffering incurred as a result of this unwarranted transfer of ownership. (4) The Buyer agrees to pay any and all court costs and lawyer fees incurred by the seller associated with enforcing this policy. This penalty exists to emphasize the importance seller places on this dog's lifetime well-being and to insist on their rights to remain informed and involved in the choice of dog's home.

10. Return Policy. (1) A puppy eligible for replacement, pursuant to Section 6 of this Health Guarantee/Contract must be returned or euthanized with prior permission from the seller to qualify for replacement. (2) The returned puppy must appear in good condition to the seller, other than the specified problem. (3) A puppy will not be eligible for replacement if it has been or appears to have been neglected, abused, or euthanized without prior permission from the seller. (4) The buyer agrees to assume financial responsibility for all transportation costs incurred for transporting the returned puppy to the seller.

11. Continuing Health Guarantee/Contract Policy. (1) Buyer agrees to keep seller informed of any changes of address and/or phone number during their ownership of this dog. (2) Buyer agrees to keep seller informed of any severe illnesses, loss, injury, or death, which may affect this dog.

12. Disputes. (1) This is the entire Health Guarantee/Contract. No other promise or stipulations are included or implied in this sale. (2) In any and all legal action pertaining to this dog, this Health Guarantee/Contract shall be considered legally binding. (3) In the event of any dispute or disagreement under this Health Guarantee/Contract, the laws of Taney County in the State of Missouri will govern the resolution of the dispute and venue for resolution of any dispute will be in Taney County in the State of Missouri. (4) To the extent that any provision of this Health Guarantee/Contract may be invalid under any law of the State of the buyer, all remaining provisions remain binding.

Agreed to this date: _____

Seller: _____

Seller's Printed Name: _____

Buyer: _____

Buyer's Printed Name: _____

Buyer's Address: _____

Buyer's Telephone Number: _____

Buyer's Email Address: _____