

## ONE YEAR HEALTH GUARANTEE PURCHASE AGREEMENT CONTRACT **TERMS AND CONDITIONS**

Please sign, date and return this document. You may either email, mail, or hand return this contract to us in person. No puppy is considered reserved until purchase agreement is received and signed along with a non-refundable deposit. Upon receipt of your deposit, the puppy that you have chosen will be taken off the market and will be held for you until the puppy is ready for its new home. Seller accepts

cash, Venmo, cashier's check using the send money to friends and family option. Marchelle Klein for Frenchies du Monde (Seller) agrees to sell a puppy to:

Buyer:			
Address:			
City, St, Zip:			
Home Phone:			
Cell Phone:			
Email:			
Buyer is purchasing:			
Breed: French Bulldog	On Date:	Male or Female	
Date of Birth: / /	Pick Up/Delivery Date	e: / /	
Out of Sire:	Out of Dam:		
Puppy's Litter Theme and Name	:		
Purchase Price:	Deposit Amount:	Breeder Rights:	
Balance Due: Puppy's Eight We	eks of Age / /	or Upon Receipt Date /	1

\*\*\*Failure to pick up your puppy or have puppy shipped by the Pick Up/Delivery Date and/or failure to have puppy paid in full by eight weeks of age will constitute forfeiture of all payments and any rights Buyer had to puppy in this contract or any other puppies. Frenchies Du Monde reserves the right to cancel the sale of any puppy at any time until the time of Pick Up/Delivery Date for any reason and will refund the deposit money if applicable.

Seller and Buyer agree that the above described puppy is a purebred French Bulldog. In the event of registration, the Breeder's prefix: "Frenchies Du Monde's" must be used as the first words of the registered name. If applicable, Seller will provide paperwork necessary for registration with the American Kennel Club (AKC).

Deposits/Refunds: Deposits will be taken on a first come, first serve basis. To reserve a puppy, an initial deposit of \$1,000 is required. There shall be NO REFUNDS of the deposit once you choose your puppy. In the event the puppy has medical complications, the deposit will be fully refunded or you may transfer deposit to a future litter. In the event Buyer does not complete the purchase of the puppy, Seller will retain the deposit and any other payments as compensation for loss of sale opportunities to find suitable home, loss of income, and extra expenses. The deposit signifies Buyer's intent to follow through with the purchase of this puppy.

**Communication:** If at any time you have an issue of miscommunication, please never hesitate to contact **Frenchies Du Monde**. The goal of **Frenchies Du Monde** is to connect Buyer with a puppy that can be part of your family for years to come. Buyers are approved based on the ability to provide a long-term committment and ability to meet the needs of the breed.

**Shipping:** Subject to availability, a private pet nanny service is approximately \$600 in the continental USA (subject to change based on airfare and destination). Airline pet fee is Buyer's responsibility and in addition to nanny fee. The pet travel fee varies by airline. Pet nanny will travel carrying the puppy in the aircraft cabin and the puppy will remain with nanny at all times. The nanny will meet Buyer at the curbside of most international airports.

**Payment Provisions:** Payments made with Venmo cannot be disputed for any type of payment reversal. All money/ payments placed on puppy are non-refundable. We have a strict NO Venmo refund policy, and any Buyer who attempts to dispute a transaction will lose all money placed on their puppy and any rights to purchase a puppy from **Frenchies Du Monde** in the future.

**Payment Schedule:** Full balance is due when the puppy is eight weeks of age. Once payment is fully cleared, we will exchange puppy with you no sooner than eight weeks of age, per state regulations. If picking up puppy in person, payment will be due upon pick up. If for any reason Buyer cannott complete the transaction by the time the puppy is available, Buyer defaults and understands the reserved puppy will be made available to the next Buyer on the waiting list; no refunds will be provided.

**Seller's Representation and Guarantee:** Seller represents and warrants to Buyer that Seller is the legal and true owner of the puppy. Furthermore, Seller has full rights and authority to sell puppy. Seller guarantees that the puppy is a purebred french bulldog, offspring of a purebred sire and purebred dam as named on page one of this contract.

Health Guarantee: Seller guarantees the puppy to be of sound health and temperament at the time of sale. Seller will provide a health record of all vaccines and wormings. Buyer agrees to take puppy to a licensed veterinarian of his/her choice within 72 business hours. Failure to have the puppy examined by a licensed veterinarian withing 72 hours of puppy pick up/ delivery date, or if Buyer fails to provide required immunizations and medical treatment, this health guarantee will be void. Dehydration, diarrhea, hypoglycemia, coccidia, kennel cough, internal and external parasites, giardia, fungal infections, or any condition that can be corrected by veterinarian treatment and any other preventable conditions are not covered by this health guarantee. Frenchies du Monde provides a one year health guarantee for life-threatening health issues (valid until the puppy's first birthday). Illnesses must be documented in writing by a licensed veterinarian. Seller must be informed of the examination that indicates the animal was unfit for purchase due to life threatening illness, disease, or congenital defect with proper documentation. If the puppy was in fact unfit for purchase, Buyer may return puppy for an exchange of equal value. Failure to return puppy within 72 hours (from pick up/delivery date, or documented illness) will result in cancellation of replacement puppy. Seller will offer a replacement puppy of comparable value and no money will be refunded. This is subject to availability and Seller's first chocie for Seller's breeding program. Buyer will receive second choice. Conditions not considered life threatening and therefore not covered include but are not limited to cherry eye, entropion, ectropion, allergies, undescended testicles, loose knees and hips, stenotic nares, elongated soft pallet, hernias of any kind, dermatitis, demodectic mange, luxating patella, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening. In the event of a life threatening condition, the puppy must be returned with all veterinary documentation at Buyer's expense. Buyer understands the a replacement puppy will only be given if it's discovered to be a hereditary problem and not due to accident or illness. Seller guarantees the puppy against fatal viruses for 72 hours from pick up/delivery date. These include Distemper, Parvo, and Corona. It does not include Coccidia and kennel cough, which are self-limiting and must run their course with antibiotic treatment as they are not life threatening.

If the puppy should die from a suspected congenital defect within 12 months of its birth date, an autopsy must be performed at the purchaser's expense by a veterinarian. If the autopsy shows a congenital defect as the reason for death, Seller will provide another puppy of equal value to the purchaser. A written statement from the licensed veterinarian must

be provided with Buyer's name. The guarantee is void in the event of an indeterminable or inconclusive diagnosis. In the event there are no puppies available at that time, Buyer will then be placed on a waiting list for the first suitable replacement puppy in comparable value when one becomes available. Buyer understands that any and all guaranties expire one year from the date of birth. If an autopsy is not performed, this guarantee is no longer valid, and the puppy will not be replaced. Buyer is responsible for the transportation cost of the replacement puppy.

This contract will only be valid while Seller is breeding French Bulldogs. Should Seller discontinue breeding dogs. this contract shall be void. This contract is between Seller and Buyer(s) signed herein. If this puppy is sold to a third party, this contract shall be void.

Limitation of Guarantee: We do not guarantee fur color, eye color, adult size, conformation, reproductive ability, testicles descending, retained teeth, personality, ear standing, potty training ability, proper bite, coat quality, length, weight, hernias of any kind, physical flaws or the temperament of the puppy. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. Seller is not responsible for any veterinarian bills incurred once the puppy is delivered; Buyer assumes all responsibility for the puppy. Buyer understands that adult sizes are an estimate only, based on Seller's experience. Buyer acknowledges that there is no guarantee on final adult weights, actual size, color, or eve color. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. We do not warrant against any condition caused by carelessness, negligence, or abuse.

Limitation Provisions to Genetic Disease(s): Any puppy purchased from Frenchies Du Monde must show a life threatening hereditary defect by twelve months of age. Puppies older than twelve months are not covered under this guarantee. If after Buyer discovers a life-threatening condition within a year of purchase and the owner wishes to retain the puppy, the owner then waives the right to a replacement puppy, unless otherwise agreed upon in writing from Breeder stating Buyer may keep their original puppy and also receive a replacement puppy. Shipping charges on any replacement puppy is the responsibility of Buyer. If the puppy is found to have a life threatening/hereditary condition that requires the puppy to be euthanized, documentation by Buyer's veterinarian must be provided to Seller and must show a serious untreatable medical issue to warrant the puppy to be euthanized.

Buyer's Responsibility: Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming, and responsible care. This includes keeping this puppy parasite free and up to date with vaccines, proper nutrition, which consists of a good quality canine food, fresh water at all times, and teeth cleanings as needed to ensure longevity of life. Buyer promises to provide a safe environment for the puppy and never allow the puppy to roam freely without proper fencing or supervision. Seller is not responsible or liable for payment of ANY medical, dental, or surgical procedures to maintain the animal's health or well-being after the time of purchase.

**Open Door Policy:** If at any time, Buyer can no longer retain possession of the puppy/dog. Seller must be notified and granted full ownership of the puppy/dog back to Frenchies Du Monde who will find a suitable home for the puppy/dog. Puppies/Dogs are considered property of Frenchies Du Monde. No refunds. The puppy/dog must be returned with all medical records. Under no circumstances will Buyer rehome the puppy/dog, which includes surrendering the puppy/dog to the pound or any rescue center. This provision is to ensure that our french bulldogs will not end up homeless or destroyed, and a proper suitable home is found. Rehoming of puppy/dog without written consent from Frenchies Du Monde will be considered breach of contract, and Buyer will be sued for damages for the actual value of the puppy/dog at the time of original sale (purchase price) and any fees incurred to regain possession on the puppy/dog.

## Buyer agrees to have this puppy spayed/neutered no later than 12 months from date of birth \_

and Buyer understands that this spay/neuter agreement is an agreement that this puppy/dog will not produce a litter of puppies either as purposely bred or by accidental breeding. Buyer also agrees that in the event that the puppy is not altered. Buyer's ownership of the puppy/dog in this contract will become the property of Frenchies Du Monde with no refunds. If for any reason, it is discovered the puppy/dog was used in any type of breeding, Frenchies Du Monde has the right to seek compensation in the amount of \$5,000 (Breach of contract) + filing fees, transportation fees, etc., and all the rights to the puppy/dog and all offspring produced with no compensation to Buyer.

Buyer agrees to buy Breeder Rights at an additional fee of \$1,000. "Frenchies Du Monde's" must be used as the first words of the registered name. Seller will provide paperwork necessary for full registration with the American Kennel Club (AKC). Any offspring resulting from puppy will NOT contain any reference to Frenchies Du Monde in the AKC registered name.

**Vaccinations Limitations:** Puppy has not been fully vaccinated and the recommended vaccination protocol schedule as age appropriate must be continued in order to maintain the one (1) year Guarantee outlined. Buyer must have all immunizations done by a licensed veterinarian and provide proof of treatment to Seller upon request.

**Legal Provisions:** In the event of any litigation in connection with this contract, Breeder will be paid reasonable attorney fees, court costs, and all travel expenses which resulted for the litigation via the responsibility of Buyer. This Contract will be deemed a legally binding Contract, and is under the jurisdiction of the state of Florida, in the county of Santa Rosa. Buyer agrees that in the event of any legal action, Buyer must turn over the puppy to Seller (**Frenchies Du Monde**) until all court proceedings are finalized. It is further agreed that, if for any reason, filing for court, the place of venue shall be Santa Rosa County, Florida.

**Bill of Sale:** Buyer of a puppy from **Frenchies Du Monde** hereby acknowledges that Buyer has received a copy of this document, acknowledges and agrees to the terms and accepts full responsibility for the health and well-being of the purchased puppy. This is considered the complete "Bill of Sale". Further, Buyer accepts the terms of the contract. The agreement represents the total agreement between **Frenchies Du Monde** and Buyer, and no other terms or conditions shall be valid to this sale.

Selling Price: \$	Deposit: \$	Cash Balance Due at Pick Up/Delivery: \$
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## **AKC Registration Application**

FrenchiesDuMonde@gmail.com

- \_\_\_\_\_ Included Full Registration including breeding rights.
- \_\_\_\_\_ Included Limited Registration (Puppy may not be shown or used for breeding and needs to be spayed / neutered before puppy's first birthday.
- \_\_\_\_\_ Not included will be sent as soon as it is received from AKC
- \_\_\_\_\_ Not included will be released to Buyer when proof of spay / neuter certificate is received by Seller.

## Comments: \_\_\_\_\_

Acceptance by signature below, Buyer and Seller affirm that the contract is under the jurisdiction of the State of Florida. The place of venue shall be Santa Rosa County, Florida. The parties have read and understand this contract, and will abide by the Terms and Conditions of this Contract.

Buyer's Printed Name:			
State ID/Driver License Number:			
Buyer Signature:	Date:		
Seller Signature:	Date:		
Seller: Marchelle Klein for Frenchies Du Monde Santa Rosa County, Florida (310) 357-8774			