

# Blue Diamond Frenchie: Puppy Purchase Agreement

\_\_\_\_\_ is herein referred to as "Buyer and/or purchaser"  
and Blue Diamond Frenchie is herein referred to as "Breeder and/or Seller."

**This is to certify the sale of one French Bulldog To: [name, address, and phone number]**

Full Name: \_\_\_\_\_

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

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

\_\_\_\_\_

## Description:

Date Whelped: \_\_\_\_\_ Visual Color: \_\_\_\_\_

Sex: \_\_\_\_\_ Full or Limited AKC: \_\_\_\_\_

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

Microchip Number: \_\_\_\_\_

DNA (if applicable): \_\_\_\_\_

## Details of Transaction:

Purchase Price: \$\_\_\_\_\_ Deposit Amount \$\_\_\_\_\_ Waiting List Amount \$\_\_\_\_\_

Balance Due \$\_\_\_\_\_ Balance Due Will Be Paid Via: \_\_\_\_\_

Flight Nanny Fee is \$500. Will you need a flight nanny? [  ] No [  ] Yes

## At a Minimum What Comes with Your Puppy:

1) The French Bulldog defined above will come with its six week vaccinations, microchip (or \$20 credit), full or limited AKC registration, puppy package, and veterinary check-up.

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2) The French Bulldog puppy will be registered with the AKC (American Kennel Club), these papers will be given as soon as puppy goes to new home and remaining balance is paid in full.

### **Deposit Agreement:**

All puppies require a \$1,000 deposit, unless noted in this agreement. Deposits may be paid via personal check, Zelle, US postal money order, credit card through PayPal or Paypal's "family and friends". Please keep in mind any credit card PayPal payments will include the 3.5% PayPal convenience charge. All checks must clear for your puppy to be considered reserved.

All deposits are non-refundable, this includes, but is not limited to death of puppy, change of mind, close of breeding business, and death of buyer. In the case of the death of your reserved puppy, your deposit will not be refunded; however, your deposit will transfer to our waiting list and you'll be bumped to the #1 pick (always below breeders). A puppy is considered reserved upon receipt of this signed agreement and the required deposit. All US shipping costs are the responsibility of the buyer (you). All shipping costs outside of the US are the responsibility of the buyer (you). If theft occurs during shipping, then buyer will receive a replacement puppy – no refunds will be given. Replacement puppy will be provided within two years.

Balance in full is due at 7 weeks of age for all puppies, no exceptions will be made. Failure to do so will automatically forfeit your deposit without refund and waiting list transfer. We try to accommodate everyone's shipping needs; however, we rely on the airline and their schedule. Please note checks and all payments must be cleared prior to you receiving your puppy, no exceptions will be made, please plan accordingly.

### **Limited 5 Day Warranty:**

Breeder warrants puppy against death caused by parvo or distemper for 5 days. This guarantee starts on the day of arrival to purchaser. The purchaser must have the puppy examined by a licensed veterinarian within 3 calendar days of receiving puppy. Breeder must receive a copy of examination results by email within 5 days of purchaser receiving puppy otherwise this limited 5 days warranty will be rendered null and void. In the unlikely event of death caused by Parvo or Distemper within the limited 5-day warranty, purchaser will receive a puppy of comparable or better quality as soon as one is available. No monies will be returned to Purchaser under any circumstance.

Please refrain from taking your new puppy to public places, such as, but not limited to: pet stores, dog parks, friends/family homes and yards etc, until puppy has received its second set of

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vaccinations at 12 weeks, its third set of vaccination at 16 weeks, and has been cleared by licensed veterinarian. Failure to adhere to this advice puts your puppy at great risk of catching many diseases and illnesses including Parvo.

### **Limited One Year Life Threatening Congenital Defect Warranty:**

This warranty covers only fatal or life-threatening congenital defects that are found within one year from the date of whelped as set in this agreement. These life-threatening congenital defects only include the following: kidney, heart, pancreas, and liver. All congenital defects found one year after date of whelp will no longer be the responsibility of the breeder. ALL veterinary expenses are the sole responsibility of the purchaser. This includes any expenses incurred to diagnose or treat a genetic defect. Breeder will not pay purchaser's veterinary expenses under any circumstance.

This one-year life threatening congenital defects warranty expires on \_\_\_\_\_.

If a life-threatening congenital defect is confirmed, purchaser will receive a replacement puppy of comparable quality as soon as a puppy is available – usually within 2 years. No monies will be returned to purchaser under any circumstance. Purchaser must return the puppy to breeder. Purchaser is responsible for the shipping cost. Breeder MUST receive puppy and all registration papers regarding the puppy in order to qualify for a replacement puppy.

In the unlikely event the puppy should die within the first year of its life due to a congenital defect the purchaser agrees to assume financial responsibility for an autopsy to be performed by a licensed veterinarian on the puppy. The autopsy report MUST include the microchip number of the puppy. The report must be faxed or emailed to breeder as well as breeder's veterinarian within 48 hours of autopsy results. If the death occurred due to a congenital defect, purchaser will receive a replacement puppy of comparable or better quality as soon as a puppy is available – usually within 2 years. No monies will be returned to purchaser under any circumstance. Shipping/pet nanny fees will also not be refunded under any circumstance.

If puppy is found to have a life-threatening genetic defect within the first year of its life, a statement and records from a licensed veterinarian confirming diagnosis must be faxed or emailed from purchaser's veterinarian directly to breeder's veterinarian. A copy must also be emailed to breeder. Purchaser's veterinarian must also be available to speak with breeder's veterinarian. Breeder reserves the right to request a second opinion by a veterinarian of breeder's choosing and will be at the cost of the breeder. Purchaser agrees to notify breeder within 24 hours of diagnosis.

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Any conditions caused by neglect or injury is not covered under any part of this warranty. Breeder is allowed a second opinion from a veterinarian of their choice at no cost to the buyer, if the dog is found clear of the condition than a third agreed upon veterinarian will be chosen by both buyer and seller. If the third veterinarian determines that the dog is clear of specified condition or that the condition is related to the puppy's environment, activities, and/or nutrition, a replacement puppy will not be given.

These guarantees apply to the original purchaser only and are not transferable. This guarantee becomes null and void if the buyer does not abide by the terms of this contract. All relevant veterinary records must be supplied to the breeder/seller upon request. All veterinary costs are assumed by the buyer (except the case of the second opinion requested by the breeder) No money shall be refunded.

### **Declining:**

If purchaser declines a replacement puppy, 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. If purchaser does not accept a replacement puppy within one year from time of original puppy's death it will be deemed that the purchaser has declined the replacement puppy and the breeder shall be under no further obligation.

### **Exclusions:**

This One-Year Life Threatening Congenital Defects Guarantee does not apply to afflictions that are considered to be common and/or generally treatable among the French Bulldog breed. These include but are not limited to: Intestinal parasites (any kind of worms, Giardia, Coccidiosis etc), cherry eye, Coccida, Demodex, Entropion, Ectropion, "loose" hips or knees, hip dysplasia of any severity, soft palate issues, trachea issues, inverted tails, fertility issues, fungal or bacterial infections, respiratory infections, allergies (including skin), stenotic nares (collapsed nostrils), autoimmune disorders, any type of mange, kennel cough, frog/wall eyes, ear or skin mites, luxated patellas (of any grade) or herniations.

### **Genetic Disorder:**

This puppy will be genetic disorder clear. Genetic disorder clear means the puppy will either carry 1 or 0 copies of the same common genetic disorder found in French Bulldogs, but not two copies of the same genetic disorder. For example, a French Bulldog that carries two copies of "DM" would not be considered a genetic disorder clear French Bulldog. Any hernias that appear will not be covered under this warranty and will become the purchaser's sole responsibility to have hernia

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repaired at the purchaser's expense.

## Transfer and Selling:

The dog shall not be sold, transferred or given to any rescue, pound or to any retail or wholesale establishment. Buyer is welcome to sell dog at their discretion to private parties. This does not imply a financial commitment on the part of the breeder. If puppy is sold or transferred to another party this guarantee becomes null and void.

## Additional Costs:

Any and all costs associated with the return of the dog, including flight costs are the responsibility of the buyer. No refund will be given to the buyer.

## Breeding:

The Breeder cannot give any guarantees of conformation or future ability of this dog. Breeder is making no guarantees to the fertility or breed-ability of the dog; this includes if the dog's testicles have not descended before puppy leaves breeders' home. If testicles have not dropped or never drop, no monies will be returned to purchaser. Breeding your female or using your male for a stud service before the dog's age of 12 months voids this warranty in entirety.

The buyer has had the opportunity to go over the puppy and is accepting the puppy as described. By Signing Below, both buyer and breeder are agreeing to the terms and provisions of this agreement.

Buyer's Full Name: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Breeder's Full Name: \_\_\_\_\_

Breeder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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