

# MUST BE FRENCHIES HEALTH GUARANTEE & SALES AGREEMENT

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Name of Purchaser: \_\_\_\_\_

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

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

Puppy's call-name: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Gender M or F

**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.

Must Be Frenchies 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".

## **Purchaser Must Initial Each Section Of This Agreement.**

\_\_\_\_\_ Puppies are sold with a 10 day money back Health Guarantee against death caused by Parvo or Distemper, this Health Guarantee starts on the day of arrival to Purchaser. The Purchaser must have the puppy examined by a licensed veterinarian within 5 days of receipt of the puppy. A copy of the examination results must be sent to the Breeder by email within 5 days 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.

\_\_\_\_\_ This Health Guarantee does not cover any of the following treatable conditions: Intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms or Whipworms). This Health Guarantee does not cover 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. This health guarantee does not cover elective surgeries such as stomach tacking or Juvenile Pubic Symphysiodesis. Breeder does not guarantee against non-life threatening illnesses common to puppies.

\_\_\_\_\_ The Purchaser is responsible for the daily health care and maintenance of the puppy, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. In order for the Health Guarantee to remain in effect Purchaser must keep receipts and records to verify that they have regularly taken the puppy to a licensed veterinarian for checkups and all required immunizations. If Purchaser does not follow through with immunization requirements and regularly scheduled veterinarian visits the Health Guarantee will be void.

\_\_\_\_\_ The puppy must be kept in good physical condition. 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 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.

\_\_\_\_\_ In the unlikely event of the death of the puppy within one (1) year of date of delivery due to genetics, the Breeder shall replace the puppy with another puppy of equivalent value at no cost to the Purchaser within 120 days. All registration paperwork must be returned to the Breeder before replacement puppy is sent. If 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.

\_\_\_\_\_ This Health Guarantee is forfeited if the puppy is fed a raw or homemade diet, puppy must be fed an age appropriate premium brand puppy food for the first year.

\_\_\_\_\_ It is understood that the puppy being purchased is intended as a pet/companion only and will come with AKC registration, there is no guarantee that the puppy will be suitable for breeding or showing, if your puppy is used for breeding, showing or solely as a pet/companion the same guarantee applies.

\_\_\_\_\_ This puppy is being sold as a pet/companion only; no guarantee is made as to the disposition, conformation, temperament, size, weight, color, markings or breeding ability 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. Health Guarantee is null and void if the puppy is used for breeding before this guarantee expires.

\_\_\_\_\_ The deposit will hold your puppy until it is ready to go to its new home. Full payment must be received and cleared before the puppy will be released for transport. If full payment is not received within 10 days after the puppy's 8 week birth-date the puppy will be re-listed and offered to other parties. That deposit can be applied to another puppy of the Purchaser's choosing, the Purchaser will have 1 year in which to utilize the deposit after which time the deposit is forfeited. There are no refunds of deposits unless the puppy is found to be unfit for sale.

\_\_\_\_\_ The Breeder is always willing to accept a puppy back in any event (allergy, Landlord/Tenant issues, marital or adjustment problems, relocation, etc) but will not offer any monetary refund. If the Purchaser must return the puppy for any reason it will be on a surrender basis only with no refund, Breeder will help re-home the puppy if needed.

\_\_\_\_\_ The Breeder makes 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 cause for cancellation. The Breeder will collect all transportation fees from the Purchaser at the time of the purchase. Transportation costs are non-refundable and are valued at \$650.00.

\_\_\_\_\_ 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 can not be refunded.

\_\_\_\_\_ The Breeder reserves the right to refuse, terminate or suspend this sale at any time if the Breeder deems the transaction is not in the best interest of the puppy. In this case all monies will be refunded to the Purchaser.

\_\_\_\_\_ In the event of any litigation pertaining to the puppy covered by this Health Guarantee and Sales Agreement, both the Breeder and the Purchaser shall assume exclusive responsibility for their own attorney's fees and costs. This Health Guarantee and Sales Agreement is hereby entered into exclusively and wholly executed in the State of Missouri and litigation arising from any possible breach of this Health Guarantee and Sales Agreement shall be exclusively adjudicated in the County of Howell, in the State of Missouri, exclusively under Missouri law. All parties hereby submit themselves to the exclusive jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected.

This is the total agreement between Must Be Frenchies and the Purchaser and no other terms or conditions shall be valid to 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 Missouri, County of Howell, according to and by Must Be Frenchies Health Guarantee and Sales Agreement.

I, \_\_\_\_\_, the Purchaser of said puppy, hereby acknowledge that I have received a copy of this document as well as described herein pertaining to my puppy's health inspection signed by a veterinarian. Further, I accept the terms and conditions of the Health Guarantee for hereditary disorders printed in this document, I waive and relinquish any other rights that I might otherwise have in the event of such occurrence.

This Health Guarantee and Sales Agreement must be initialed, signed and returned prior to the puppy's departure. A copy signed by the Breeder will be returned to the Purchaser and will be included in the puppy packet.

Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Breeder Signature: \_\_\_\_\_ Date: \_\_\_\_\_