**Personality Frenchies**

**Bill of Sale/Sales Contract for Dog or Puppy**

THIS AGREEMENT is made this (Date), and is between the breeder (seller) and the buyer as named below:

Breeder/Seller/Owners: Michelle Brediger & Paul Brediger

Home/Mailing Address:

Michelle’s Cell Phone: (425) 239-1288

Paul’s Cell Phone:

E-mail address: Personalityfrenchies@gmail.com

Buyer Full Legal Name:

Buyer Spouse’s Full Legal Name:

Buyer’s Home/Mailing Address:

Buyer’s Cell Phone #:

Buyer Spouse’s Cell Phone #:

Buyer E-mail address:

Spouse’s E-mail address:

Seller and Buyer are collectively known as “parties.” The buyer agrees to obtain from the seller a French Bulldog.

UPON PAYMENT of the sum of $ paid by Buyer to Seller (the “Purchase Price”), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (Clyde) to Buyer:

Name of Dog: Breed:

Sex: Color:

Date of Birth: Markings:

AKC Litter #: Weight at Purchase:

AKC Registration #:

AKC Reunite Microchip #:

For the purchase amount of $

Sire: Breed:

Sire AKC Registration #: Color:

Dam: Breed:

Dam AKC Registration #: Color:

The dog is being sold without breeding rights, as “AKC Limited Registration.”

Buyer may change the dog’s name when he/she registers the dog in their name. Please include kennel name, example, “Personality Frenches\_\_\_\_\_\_\_” before given name. AKC registration must be completed by buyer within three months of purchase, or seller will register the puppy in the buyer’s name.

This French Bulldog comes from our home in Marysville, Washington, and is registered with the AKC, American Kennel Club, Inc.

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

Signature of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Signature of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Signature of Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Signature of Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

**TERMS AND CONDITIONS**

1. **Deposit, Payment of Purchase, Fees**

Buyer has paid a deposit of $0, with payment of the balance of $\_\_\_\_\_\_\_\_ due upon release of the Dog to Buyer. The expected date of exchange of said Dog for purchase price is $\_\_\_\_\_\_\_\_\_ or such other date as parties may mutually agree. Payment of the balance may be made by cash only.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

1. Buyer fails to complete the purchase of the Dog for any reason, or
2. Buyer fails to pay the balance of the Purchase Price within 10 days of the agreed delivery date.

In either event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstances owing to the fault of the Seller, Buyer’s deposit will, at Buyer’s option, be either (i) refunded or (ii) transferred to the next litter of puppies.

1. **Transfer of Ownership and Registration**

Upon payment in full of the Purchase Price, Seller will provide puppy’s AKC registration form for buyer to register the dog officially in their name.

1. **Seller’s Representations and Warranties**

Seller represents and warrants to Buyer that:

1. Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
2. The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
3. Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
4. The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 5 business days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer’s sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. Failure to have the Dog examined within 5-day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.
5. This health guarantee does NOT cover: Cherry eye, Entropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft palate, umbilical hernia, dermatitis, demodectic mange. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the French Bulldog breed, and understand the many health issues they can possess. Buyer is responsible for all medical costs of their puppy. (NO REFUNDS WILL BE GIVEN AFTER 5 DAYS AFTER PURCHASE). This guarantee covers only the original Buyer and is not transferable.
6. To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog’s lifetime. Seller will not issue a refund or provide another Dog to Buyer unless the Dog’s return was a result of any misrepresentation on the part of Seller with respect to the Dog’s health.

**Health Guarantee**:

The seller certifies that, upon receipt of the puppy, the puppy is in good health and has been immunized and dewormed according to accompanying health record of said French Bulldog.

The buyer agrees to have the dog examined by their veterinarian at buyer’s expense within 5 days from the date of purchase. If the veterinarian does not give the dog a clean bill of health, buyer must notify the seller immediately. Buyer must contact seller immediately after initial vet visit and give verbal report of vet visit. Seller reserves the right to have the dog re-examined by seller’s veterinarian at seller’s cost. Any condition that is minor, correctable or a breed-related-minor condition is not covered and no condition which could go away, or is considered to be a condition which a puppy will likely grow out of is NOT covered.

If the dog is found not to be in good health, the Seller will resume possession of the dog, if this is agreeable to both parties. Seller DOES NOT accept responsibility for contagious disease diagnosed after 3 days from date of purchase.

**Dog Food Preferred**: Purina Pro Plan Focus Puppy Lamb & Rice Formula (we buy on Amazon.com).

1. **Fitness of Purpose**

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog’s fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

1. **The Buyer’s Responsibility**:

Buyer represents to seller that:

1. Buyer will have the Dog neutered within 6 months of purchase from Breeder/seller.
2. The Dog will reside with Buyer as companion pet to Buyer and Buyer’s immediate family.
3. Buyer will keep the Dog in an enclosed area of adequate size, and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
4. Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
5. Buyer is not acting as an agent for any other person or business in the purchase of the Dog.
6. Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, dog fighting operation, or an agent for any such business or facility.
7. In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.
8. Buyer agrees to carry Pet insurance on dog. French Bulldog medical costs can be expensive and there are many excellent pet insurances available to help with these costs. By carrying medical insurance on your beloved pet, it greatly reduces the chances of facing the difficult decision to euthanize dog if unable to afford medical care due to an accident.
9. Buyer agrees to discourage dog from jumping on and off furniture or other high objects, as it could cause a back injury. Buyer agrees to do everything within their power to prevent accidents.
10. Buyer agrees to always transport dog in a kennel in the car to reduce risk of injury and distraction while driving.
11. Buyer has the ability to groom dog, trim nails, and brush regularly for good hygiene.
12. Buyer will instruct other people who come in contact with dog to show kindness, gentleness and treat the dog in a safe manner. Buyer will introduce dog to other dogs and pets in the home in a safe manner to encourage harmony and limit fights.
13. Buyer will not allow the dog to be exposed to second-hand smoke or an environment with unhealthy activities occurring. Buyer will protect the dog’s health at all times.
14. Buyer understands that French Bulldogs do shed regularly and will “blow their coat,” twice a year, in the spring and fall. Regular cleaning of the home will be necessary to keep dog hair under control.
15. Buyer understands that French Bulldogs are not good swimmers and are prone to sinking and drowning. Buyer will ensure dogs safety at all time around any bodies of water. Life jackets are a good idea, but supervision around water is always advised.
16. Buyer agrees to keep in regular contact with seller and provide photos, videos of dog in their new home and with their new family. Buyer agrees to keep seller notified of any health changes of the dog, so seller can remain aware of the dog’s health.
17. Buyer agrees to be a forever home for dog. When the dog eventually passes, hopefully after a very long life of old age, buyer agrees to notify seller of dog’s passing. The currently known life expectancy of a French Bulldog is 10-14 years.

The Buyer agrees to take good care of this dog, feed and house the dog properly indoors, maintain shots, control the dog on a leash when in public and when off the premises of the dog’s home. The dog’s outdoor area will be fully fenced in and secure and/or acceptable provisions will be made to assure the dog is safe any time he/she is outdoors. Buyer agrees to give the dog proper physical exercise, physical and emotional care and welfare. The buyer must agree to house the dog indoors as its primary housing. If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused or allowed to live in poor health or poor conditions, the Seller has all rights to repossession of the dog with no refund to the buyer. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect or accident will not entitle the buyer to any compensation from the seller.

This dog is not to be used for any illegal or immoral activities and is not to be used for any type of puppy mill, dog farm or other mass producing or money-making operation. This dog is not to be used in any type of dog fights.

In the event the buyer is unable to keep this dog for any reason, the Buyer agrees to offer to the Seller the first chance to take this dog back. In the event of re-sale, the Buyer must notify the Seller with the new name and address of the new buyer and it must be approved by Breeder first. Buyer agrees not to sell this dog to any retail company or establishment. Any changes to this contract must be in writing and signed by both parties. This contract is legal and may be enforced by legal means at the Buyer’s expense and all disputes must be settled in the state of Washington.

**6. Indemnity and Release**

If any action or failure to act on the part of the Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller’s costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

**7.Limitation of Action**

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**8.Governing Law**

This Agreement shall be governed by and construed in accordance with laws of Washington State.

The “Care and Feeding Instructions” were given to your along with the health and shot records for this dog. Enjoy your new French Bulldog!

This is the entire agreement between parties and is valid and agreed to by all parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement. All parties have read and understood and agreed to this contract in full by signing below.

Signature of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Signature of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Signature of Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Signature of Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

**Acknowledgement of Receipt**

I acknowledge that I have received the Dog into my possession. This puppy comes with a puppy packet to register the puppy as Limited AKC registration.

Signature of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Signature of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Signature of Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Signature of Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: