



Bully Vita

Delaware, USA

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## 🐾 Puppy Purchase Agreement & Guarantee 🐾

*(Limited Registration)*

This agreement, dated as of \_\_\_\_\_ (the "Effective Date"), is between  
Bully Vita ("Breeder"), and \_\_\_\_\_ ("Buyer").

The subject of this Agreement is the below-described puppy ("puppy/dog").

### The Breeder and Buyer agree as follows:

- I. Deposit & Purchase Price** - A deposit of \$\_\_\_\_\_ ("Deposit") has been paid to Breeder. The Deposit shall be applied to the final Purchase Price. The full purchase price of \$\_\_\_\_\_ ("Purchase Price") is agreed with the balance of \$\_\_\_\_\_ (plus any additional fees) due in full upon Buyer's pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Zelle, Cash App, Venmo, Apple Pay, Credit/Debit Card (additional fee), Afterpay (additional fee), or Cash.
  
- II. Limited Registration** - The puppy/dog is a purebred French Bulldog registered with AKC and is being sold with **limited** AKC registration. Breeder agrees to provide Buyer with all AKC registration papers. As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events, such as Agility, Obedience, and Rally). The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for AKC registration.

**III. Unauthorized Breeding** - The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$3,500.00 per puppy produced and all of Breeder's warranties set forth in this Agreement will become null and void.

Breeder's Obligations - Breeder represents and warrants the following:

**III. Ownership** - Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price.

**IV. Short-Term Health Warranty** - The puppy/dog was previously examined by a licensed veterinarian and was found to be in good health at that time and has had the immunizations enumerated in the health records provided to Buyer. Buyer, at their own expense, must have the puppy/dog examined by a licensed veterinarian within **seven business days** of receiving the puppy/dog (the "Examination Period") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes any health issues caused by Buyer's ill-treatment, abuse or neglect, any health issues that result from the puppy/dog's transportation from Breeder to Buyer, and all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including coccidia, giardia, and canine parvovirus), or umbilical hernias.

**V. Long-Term Health Warranty** - Breeder provides a two-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" include degenerative myelopathy mutation, severe hip dysplasia as well as kidney, heart, pancreas, spine, and liver problems of a severe, life threatening or altering nature and expressly do not include cherry eye, skin allergies, entropion, "loose hips", uneven bites, elongated soft pallet, and stenotic nares (pinched nostrils). This guarantee does not include matters of size, weight, structure,

coat quality, or temperament. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination.

- VI. Returns/Refunds** - If it is determined by a licensed veterinarian that the puppy/dog was "unfit for purchase" or has a genetic disorder that is identified within the warranty periods described above, the Buyer may keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the total Purchase Price amount), return the puppy/dog and receive a replacement puppy from the next available litter of equal or better value (price difference must be paid prior to pick up), or return the puppy/dog and receive reimbursement of the original Purchase Price.
- VII. No Other Warranties** - No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

Buyer's Obligations - Buyer agrees to the following:

- I. Proper Care** - Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations to maintain the puppy/dog's immunity to common canine diseases.
- II. Veterinary Care** - Buyer will also provide the following veterinary care: routine vaccinations to prevent common infectious diseases, routine treatment for internal and external parasites, and an annual examination by a licensed veterinarian.
- III. Sale Prohibition** - Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or

research. Buyer also agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, house, or pet store.

- IV. Restrictions on Transfer** - If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary, and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.
- V. Spay/Neuter Provision, check box if requested by Breeder**  - the right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than the age of one year and providing proof of such spaying/neutering to Breeder immediately upon completion. In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$500.00 if puppy/dog is not spayed/neutered in accordance with this Agreement.
- VI. Breach by Buyer** - Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.
- VII. Remedy for Mistreatment** - If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse, or neglect, Breeder has the right to take full possession of the puppy/dog, its duly signed AKC transfer papers/registration, and all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.

**VIII. Ongoing Communications** - Both parties agree to promptly notify the other of any change of address, email, or phone number. Buyer agrees to maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye, or hearing conditions, allergies, bleeding disorders, autoimmune disease, and behavior problems particularly fear, anxiety, or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.

**IX. Governing Law** - This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law's provisions thereof.

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions, and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

*Bully Vita*  
Seller Signature

\_\_/\_\_/\_\_\_\_  
Date

 *Buyer Information* 

*Full Name:*

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*Address:*

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*City:*

*State:*

*Zip:*

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*Phone: ( ) -*

*E-mail:*

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*IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement  
effective as of the Effective Date.*

*By signing this contract, the buyer shows that they both understand  
and agree to the above terms.*

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*Buyer Signature*

*Date*

 *Puppy Information* 

*Name:*

*DOB:*

*Sex:*

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*Microchip Number:*

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*AKC Number:*

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*Color/Markings:*

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