

## Heads or Tails French Bulldogs, LLC

**Business:**

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# Pet Home Purchasing Agreement Contract

## OVERVIEW

This Pet Home Purchasing agreement (“Contract”) is entered into between Taylor A. Wutrick (Heads or Tails French Bulldogs, LLC, “Breeder”) and \_\_\_\_\_ (“Buyer”), whose address is:

\_\_\_\_\_

\_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

“Breeder” is a French Bulldog breeder that has developed a Breeding Program. This program allows the Breeder to sire physically and genetically sound french bulldogs to be adopted by loving, forever homes. The “Buyer” seeks to provide a puppy with a loving, forever home and also support the Breeder’s program. As such, Breeder agrees to deliver a puppy to the Buyer and Buyer agrees to accept said puppy, and perform in accordance with this Contract.

It is agreed that this dog is being acquired as a family companion dog as opposed to an addition to a breeding program, hence the contract titling: Pet Home Purchasing Agreement. In accordance, this dog is being purchased under a non-breeding agreement.

NOW THEREFORE, in consideration of the forgoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## The Puppy

The Breeder agrees to deliver to the Buyer in sound condition one (1) dog or puppy of their before agreed upon breed, French Bulldog

**Cost:**\_\_\_\_\_

**Dog's Registered Name:**\_\_\_\_\_

**Dog's Call Name:**\_\_\_\_\_

**AKC Registration Number:**\_\_\_\_\_

**Sex: M or F**

**Date of Birth:**\_\_\_\_\_

**Microcip #:**\_\_\_\_\_

**Dog's Breed:**\_\_\_\_\_

**Dog's Color/Markings:**\_\_\_\_\_

**Sire:**\_\_\_\_\_

**Dam:**\_\_\_\_\_

The agreed upon, non-refundable down payment/holding fee/Deposit that the Buyer will pay the Breeder for the Puppy/Dog is \$500.00. The remaining balance must be paid in full at the time of pick up (8 weeks of age), or over the course of said 8 weeks. If the remaining balance is not paid at the agreed upon time, this contract is null and void - thus, forfeiting the Buyer's hold on said puppy/dog.

Signing of this Contract serves as a purchase of the canine listed above, from the above-named litter.

### **Breeder's Responsibility**

- Agrees that dog being sold is 100% French Bulldog breed, and can corroborate this agreement with genetic testing results as necessary.
- Agrees that up until 8 weeks of age, all of the Breeder's puppies are de-wormed several times, given a coccid preventative, and are also given all necessary vaccinations before going to their forever families. In addition, their dew-claws are removed, and they have de-sensitization experience, in which they have each had their nails trimmed numerous

times, and have been bathed. The Breeder also maintains the puppies' wrinkles & sanitary areas daily with wrinkle cleaning wipes and by applying wrinkle paste.

- Agrees that all puppies go home with an imprint of love & attention given from birth, a three-year genetic health guarantee (covering genetic diseases that parents are specifically tested for), birth certificate, a supply of their current food, a new puppy goodie bag, copies of their parents AKC-registration & genetic test results, pet insurance information, and lifelong assistance & guidance from the Heads or Tails French Bulldog family!
- Agrees to provide guidelines and instructions for health care of the dog, including de-worming and vaccination information.
- Agrees to maintain close contact with the Buyer. This can be through mentorship, meetups, text message, phone calls, and/or Facetime. This includes regular updates in the form of communication, photos, social media, etc.
- Agrees to help the Buyer choose a veterinarian to provide medical care to the dog, as well as assist the Buyer with any canine related recommendations.
- Agrees to provide AKC registration papers **after** proof of spay/neuter is provided directly from the Buyer's veterinarian.

### Buyer's Responsibility

- Agree to provide proof of identification for their purchasing file, in the form of a government issued ID.
- Care and Well-being: The Buyer agrees to provide a safe, loving, and suitable environment for the Dog, ensuring proper nutrition, exercise, medical care, grooming, and companionship.
- Agree to vaccinate dog in accordance with veterinary and state standards.
- Agree that the dog shall carry the kennel name 'Heads or Tails' on their AKC registration.
- Must keep dog away from all in-tact male/female dogs while in heat/once sexually mature to prevent accidental breeding until required altering (spaying/neutering).
- Shall notify Breeder of any changes of address or phone number so Breeder may maintain an accurate and current file.
- Agree to spay/neuter dog at no later than one-year old, (see Spay/Neuter Contract), **AND** submit proof directly through your registered veterinarian to the Breeder for filing purposes. Following this, Buyer will then receive AKC registration papers.
- If the dog shows any signs of illness within the first week, the Breeder/Seller must be notified immediately.

- Responsible for vetting the dog within the first 7 days of receiving the puppy to qualify for and uphold the genetic guarantee. Failure to do so will nullify the possibility of any future exchange or refund, and death will be considered negligence.
- Agrees to contact the Breeder/Seller in the event that they wish to rehome/sell the dog, in which the Breeder/Seller has the first right of refusal. In the event that Buyer wishes to rehome the dog, the dog **MUST** be returned to the designated Breeder/Seller. Failure to do so, will result in a fine of equal value of the purchase price of said dog.
- Agrees to purchase breeding rights directly from the Breeder in the event they wish to breed, or leave said dog intact beyond one year of age.
- Agrees to report any accidental breeding to the Breeder/Seller within 24 hours.
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### Miscellaneous

**If the dog is bred purposefully/accidentally** without the Buyer previously purchasing breeding rights directly through the Breeder, the Buyer will either owe the Breeder a sum of \$5,000.00 for the pregnancy itself, and in addition, \$3,500/puppy conceived, **OR** have a trusted veterinarian perform a spay-abortion in addition to a \$2,000 fine for breach of the pet home contract. Any legal costs involved with obtaining this payment will also be paid by the Buyer.

Any breeding must be reported to Breeder/Seller within 24 hours. Buyer acknowledges that Breeder operates a business, and any breeding will cause significant harm to Breeder's business and possibly the dog, if they were not sold with breeding rights. Buyer agrees to pay Breeder in liquidated damages and not a penalty, a fee of \$30,000.00 for any failure to report a breeding within 24 hours. This fee is a genuine estimate of damages that may be incurred by Breeder for not having an opportunity to take action after accidental breeding. The fee is reasonable in light of the harm that will be caused by the accidental breeding, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

The **genetic health guarantee** protects the buyer from genetic deformities and genetic health issues that have been previously tested for only. If a genetic health issue becomes evident, the buyer can return the dog, and the Breeder/Seller will replace it with another existing dog from their kennel, or from an upcoming litter, of equal or lesser value. Please note: both sires and dams of all litters produced by Heads or Tails French Bulldogs are at minimum four-panel genetic tested clear and health tested prior to breeding to prevent genetic default. ANY genetic condition must be verified by the Breeder/Seller's veterinarian, or veterinarian of their choosing before exchange is issued, in addition to the first opinion from Buyer's veterinarian. In accordance, if dog

dies in Buyer's care, and you wish to receive an exchange, you, the Buyer, are responsible for an autopsy of dog from an agreed and trusted professional. Please remember we only cover genetic issues. If dog dies from neglect, mistreatment, accident, old age, or anything other than a genetic condition, it will **NOT** be the responsibility of the Breeder/Seller to replace nor refund the cost of dog.

Breeder/Seller is **NOT** responsible nor held liable for any **voluntary surgeries** such as nare expansion, cherry eye stitching, soft palate surgery, laryngeal sacculae resection, BOAS, etc. Please note that the bred dogs to produce said dog, have shown no signs of these issues, however, it is a common risk associated with the breed.

Breeder/Seller does **NOT** guarantee the joints of any puppy/dog purchased, because although we do extensive health and genetic testing, joint issues most commonly arise from environmental related factors.

Breeder/Seller does **NOT** guarantee the life of any puppy/dog that goes into a home that chooses not to vaccinate, or double vaccinate through their vet. If Owner chooses to do either of these two options, the genetic guarantee is void.

If the dog shows any signs of **illness** within the first week, the Breeder/Seller must be notified immediately. The Buyer is responsible for vetting the dog within the first 7 days of receiving the puppy to qualify for and uphold the genetic guarantee. Failure to do so will nullify the possibility of any future exchange or refund, and death will be considered negligence.

Buyer agrees to contact the Breeder/Seller in the event that they wish to **rehome/sell** the dog, in which the Breeder/Seller has the first right of refusal. In the event that Buyer wishes to rehome the dog, the dog **MUST** be returned to the designated Breeder/Seller. Failure to do so, will result in a fine of equal value of the purchase price of said dog.

**Return of Dog** - During the term of this Contract, Buyer may permanently return the dog to Breeder/Seller for any reason, at which time this Contract shall terminate.

If through some tragic accident the dog were to die or otherwise be seriously injured before it goes to its new home, then, this qualifies as an exception to refund the Buyer's initial deposit on said puppy/dog, unless the Buyer wishes to apply the deposit to another puppy/dog, if one is available, or to a puppy from the next available litter.

Integration - This Contract and other Transaction Documents constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior

agreements and understanding, both written and oral, between the Parties or any of them with respect to the subject matter hereof and thereof.

Severability - If any provision of this Pet Home Purchasing Agreement Contract is determined by a North Carolina Court to be unenforceable to any extent, the rest of that provision and of this Contract will remain enforceable to the fullest extent permitted by law.

Binding Effect - Except as otherwise provided in this Contract, every covenant, term and provision of this Contract shall be binding upon and inure to the benefit of the parties, and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Governing Law - The laws of the State of North Carolina shall govern the validity of this Contract, without giving effect to its conflicts of law's provisions, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

Submission to Jurisdiction Waivers - the Breeder and Buyer agree that disputes arising out of or relating to this Contract shall be brought exclusively in the Courts of the State of North Carolina. The Breeder and Buyer consent and submit to jurisdiction in such courts and waive all rights to trial by jury.

Enforcement - In the event either party shall seek enforcement of any covenant, warranty or other term or provision of this Contract or seek to recover damages for the breach thereof, the party which prevails in such proceedings shall be entitled to recover reasonable attorney's fees and expenses actually incurred by it in connection therewith.

Amendments - Any amendments to this Contract may only be made in writing, signed by all the parties hereto.

IN WITNESS WHEREOF, each Party has caused this Contract to be duly executed as of the Effective Date:

Contract Date: \_\_\_\_\_

Purchase statement:

I understand by signing this agreement it becomes a binding contract, and I acknowledge that I have read, understood, and agree to the conditions of this sales agreement.

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Buyer Printed Name

Buyer Signature

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Breeder Printed Name

Breeder Signature