



BluFrenchibles

Puppy Purchase and Health Guarantee Agreement

Buyer Information:

Seller Information:

Stacey Coldham
519-929-0739
staci@blufrenchibles.com

This contract offers the Buyer the opportunity to purchase one puppy (hereafter "the puppy") from the specified litter below (hereafter "the litter").

Dam: **BluFrenchible's Leah/Harper**
Planned Sire: **BluFrenchible's Aries**
Approximate Homing Date: **March 2024**
Purchase Price: **\$6500 + HST**

Terms:

Deposits are non-refundable. No Guarantees are made regarding homing dates. The Breeder reserves the right to alter the specified litter to that of a comparable litter if a puppy is not available.

Reservation and Selection Order:

The selection order is determined by the date when the signed contract and \$1000 non-refundable deposit are submitted to the Breeder. The Breeder may retain a puppy before other selections are made available and will communicate intentions and expectations. In case of disputes, the Breeder can adjust the selection order. The remaining balance is due before the Buyer takes possession of the puppy.

Health Guarantee:

We offer a guarantee for life-threatening issues until the puppy is one year old. Within three business days of acquiring the puppy, the Buyer must have it examined by a licensed veterinarian at their expense; otherwise, the guarantee is void. If any health issues are detected, the Buyer must notify the Breeder within four days.

Any illness must be documented in writing by a licensed veterinarian. The Breeder may request a re-examination by another veterinarian. If the diagnosis is confirmed and the puppy was unfit for sale, the Breeder and Buyer will cooperate to find a solution. If no agreement is reached, the Buyer may return the puppy for an exchange of equal value within five days of acquisition.

The Breeder will offer a replacement puppy of comparable value, subject to availability, with selection order at the Breeder's discretion, within 12 months of the returned puppy's date. If no replacement is available, a full refund will be given. No other events qualify for refunds.

This guarantee excludes minor, correctable, or breed-related conditions, including but not limited to: internal/external parasite or bacterial treatments, cherry eye, loose hips/knees, skin allergies, elongated soft palates, small or collapsed nostrils, uneven or bad bites, demodex, mange, hernias, coccidia, kennel cough, giardia, or thyroid dysfunction. Any minor, treatable, or self-resolving condition is not covered. Heat exposure, over-exertion, dehydration, and neglect are also excluded.

Buyer Responsibilities:

The Buyer agrees to provide a safe and nurturing environment for the puppy, including proper nutrition, veterinary care, socialization, and training. The Buyer also agrees to comply with any applicable laws and regulations concerning pet ownership.

Initials _____



Puppy Purchase and Health Guarantee Agreement

Spaying/Neutering, Breeding Restrictions, and Breeder's Right to Reclaim:

The Buyer agrees not to breed the puppy, whether intentionally or accidentally. The puppy must be spayed or neutered within 15 months of taking possession. The Buyer will be held liable for any unauthorized breedings, damages, and resulting costs associated with litters produced by the puppy. The Buyer shall provide the Breeder with proof of spay/neuter from a licensed veterinarian within 30 days of the procedure.

In the event of an unauthorized breeding, abuse, or neglect, the Breeder reserves the right, at their discretion, to reclaim the puppy without compensation to the Buyer. The Buyer will be responsible for any costs associated with the puppy's return, including transportation fees.

Transfer of Ownership:

If the Buyer wishes to transfer ownership of the puppy to another party, the Breeder must be notified and grant written approval prior to the transfer. The new owner must agree to the terms and conditions outlined in this contract.

Non-Disclosure Clause:

The Buyer and Breeder agree to keep the terms and conditions of this agreement, including any sensitive or proprietary information pertaining to the Breeder's breeding practices, confidential. Neither party shall disclose any such information to any third party without the express written consent of the other party, unless required by law or to fulfill obligations under this agreement.

Limitation of Liability:

The Breeder's liability for any claim arising from this contract, including but not limited to claims related to the health guarantee, is limited to the purchase price of the puppy. The Breeder is not responsible for any consequential, incidental, or punitive damages, or any costs or expenses incurred by the Buyer beyond the purchase price of the puppy.

Entire Agreement:

This contract contains the entire agreement between the Buyer and the Breeder and supersedes any prior understandings, whether written or oral. Any modifications or amendments to this contract must be in writing and signed by both parties.

Legal Binding Agreement, Legal Counsel, and Governing Law:

This agreement constitutes a legally binding contract between the Buyer and the Breeder. Each party has the right to consult with legal counsel of their choice before signing this contract. By signing below, the Buyer and Breeder acknowledge that they have had the opportunity to seek legal advice and that they fully understand and agree to the terms and conditions set forth in this agreement.

Any legal disputes arising from this contract shall be settled in accordance with the laws of the Province of Ontario and within the jurisdiction of the courts located in the City of Oshawa, Ontario.

By signing below, the Buyer and Breeder acknowledge that they have read, understood, and agreed to the terms and conditions of this contract.

Buyer Name (Print) : _____

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____