**Puppy Sales Contract**

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| **BUYER INFORMATION**  Full Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_ Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Notes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **PUPPY INFORMATION**  Puppy’s Call Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Gender:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date of Birth:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mother:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Father:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Transaction**  Date Deposit Received:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Total Sales Price: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [ ] Cash  [ ] Paypal  [ ] Limited Registration (does not include breeding rights)  [ ] Full Registration (does include breeding rights) |

**By signing this contract I agree to the following:**

* That I have read the ENTIRE sales contract that this is to be considered a legal and binding contract between me, the buyer, and the seller.
* I am at least 18 years of age and I have fully read and understood this contract.
* Any and all legal matters will be handled in Linn County in Albany, Oregon. (This will include any internet transactions throughout the United States.)
* To use the kennel name “**Willow tree Bulldogges** “ as the prefix in the registered name of the dog.
* Maintain appropriate up to date vaccines, wormings and to keep the dog / pup in humane conditions, providing proper food, water, bedding and shelter.

**Seller’s Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Seller’s Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer’s Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer’s Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Deposit:**

The seller understands that the $400.00 deposit is NON-REFUNDABLE. It is good for up to 2 year or 10 litters whichever comes first. **However, it will be returned if the SELLER defaults on the sale of the puppy.** This refers to if the seller is not able to provide a puppy which the buyer wants within the agreed upon 2 year or 10 litters, period of time. The remaining balance for the puppy must be paid in cash at the time of delivery or paypal before the delivery.

**Availability:**

If the sellers do not have a puppy in the current litter which the buyers are satisfied with, and want to purchase, the buyers can wait till the next litter becomes available and select from that litter. It does not matter what reason the buyer has at wanting to wait till the next litter becomes available, the buyer always has the right to decide again the puppies from the current litter and have the option to wait till the 2 years or 10 litters from the date the deposit was received. Reasons are not limited to the following: puppy is not the preferred color, puppy is not the preferred gender, buyer has a job loss, buyer has unexpected health issues, buyer is moving, or any other reason buyer is not in a situation for purchasing a puppy, then buyer you can choose to wait for a future litter.

**First Pick:**

Puppy pick will go in order of the date deposit was received on a first come first serve basis. Only information needed at time of deposit is which gender of puppy the buyer wants. If the buyer wants to change their mind at any point before they complete their purchase and wish to choose the opposite gender, the buyer risks losing their place in line of selection for the current litter. The decision is weighed by the seller according to the status of the selections made from current litter. Once a buyer has selected their forever puppy that is their final decision they must follow through at that point and purchase that puppy. The buyer may not back out of the sales once they have made a final selection, or risk losing their deposit altogether.

The sellers reserve the right to first pick from any of our litters up until final selection are made at 4 or 5 weeks of age. The buyers will always announced if they are going to exercise their right at first pick, before a current litter is announced to the current buyers as available to start the selection process.

**Shipping:**

Buyer will be responsible for all shipping costs. Price of puppy and shipping costs must be paid in full before a puppy will be shipped to the buyer. The seller does not fly puppies in cargo. However, the seller is willing to meet the buyer at the Portland Airport if the buyer wishes to fly with their new puppy home in the cabin. The buyer is also usually able to locate a ground transport to drive the puppy to the buyer if the buyer prefers this option. If the sellers are available, the sellers are also usually willing to meet the buyer no further than a 2 hour drive in any direction from their home in Scio, if the buyer is driving a long distance and would like this option.

**Health Guarantee Section:**

**10 Day Health Guarantee:**

All puppies come with the 10 day health guarantee. The sellers guarantee the health of the puppy for a period of 10 days from the date of purchase. The sellers have already given the puppy a regular puppy check and the puppy is believed to be in good health before the buyer takes the puppy home. The buyer must have the puppy vet checked within 3 days of collecting the puppy if they want to exercise the right to return puppy within 10 days if needed.

* If a licensed veterinarian’s certifies that the puppy is fit for sale, then sale is complete OR
* If a licensed veterinarian’s certifies that there is any problem which makes the puppy unfit for sale or a sure genetic defect, the buyer must do both of the following on that same day:
  + Notify the seller of the results from that days veterinary exam
  + Get all medical documentation from the vet to the seller that same day to allow the sellers to review it with their vet. The documentation must identify that the cause of the puppy's defect is genetically related.
* The findings and opinions of the seller's veterinarian are to be considered final and ultimate opinion. If the sellers vet determines that it is indeed a genetic problem or the puppy is not fit to be sold, then the buyers must return the puppy by the 10th day from the date the purchase was completed, in the same condition as when it was sold.
* The breeder will not pay expenses incurred in the return of a puppy nor accept any claim for distress caused by the return.
* No monies will be returned. However, the sellers will replace the defective puppy with a puppy of comparable quality and price, as determined by the sellers, from the next available litter.

**Breeding and Showing Suitability:**

We represent our pet puppies as being suitable as pets only. We make no claim that they are suited as breeding or show animals and we offer no compensation for circumstances or characteristics that limit the dogs ability to be bred or competitively shown. Breeding quality can only be determined at maturity and suggested under the advisement of a licensed veterinarian.

**1 Year Health Guarantee:**

If the buyer would like to be covered by this additional one year health guarantee, they must purchase and FEED THE PUPPY HIGH QUALITY GRAIN FREE DOG FOOD, We recommend Lifes Abundance, Victor, Taste of the Wild and Whole earth farms for the entire first year. Please keep all receipts for documentation. The one year health guarantee covers anything genetic which the seller’s veterinarian deems as either life threatening or recommends euthanasia because the condition would cause the puppy’s quality of life to be inhumane. Discretion is left to the seller’s veterinarian as to what is right and fair in these situations. If the seller’s veterinarian finds this:

* The buyer has the choice to either:
  + Keep the original puppy and take full responsibility of all future health care and expenses.
  + OR return the original puppy within 10 days from the date of the veterinarian’s findings and get a new puppy from the sellers of comparable quality and price, from a future litter. The breeder will not pay expenses incurred in the return of a puppy nor accept any claim for distress caused by the return. No monies will be returned.

This 1 year health contract does not cover common or insignificant or short term conditions that are deemed to be easily treated and not considered a major detriment to the puppy's long term health. These include, but are not limited to:

* Hip dysplasia (we have stopped guaranteeing hip dysplasia because there are so many causes for hip dysplasia and there are no know tests to determine if cause is a genetic/environmental).
* Cherry eyes
* Entropian (when the eyelid folds in) OR Ectropian (when the eyelid folds out)
* External parasites: any type of mite mange, fleas, lice, etc.
* Internal parasites: (round-worms, coccidia, giardia, hookworms, tapeworms, etc.)
* Small scratches, scrapes or bites usually from other puppies
* Simple bacterial infections or coughs
* Any of the illnesses which puppy has been vaccinated for including: Parvo, Distemper, Adenovirus, Parainfluenza, etc. (refer to puppies chart for exact vaccine record.

**Living Conditions:**

The purchaser agrees that the dog will be kept in appropriate conditions for its welfare and health. It will be fed on a suitable diet for its age and condition and have appropriate exercise. It will receive all necessary veterinary care to maintain its physical good health. The dog will be kept under appropriate control and will not be neglected or maltreated in any way. The purchaser attests that he or she has not been banned from keeping a dog or any other animal by any legal court.

**Health Contracts are void if:**

* The canine is involved in any way for any unorthodox use of this dog (i.e. dog fighting, canine sports)
* The canine gives birth to or sires a litter of pups before one year of age.
* The canine is not kept in good living conditions and health.
* Guarantee is not transferable to any other person other than the first owner.
* The dog is Neutered/Spayed before 12 months of age, as early spay/neuter is linked to joint/bone/development/health issues.

**Re-homing:**

If circumstances occur where it becomes necessary to re-home the dog, the breeder must first be notified and given an opportunity to take back the dog either by purchase (in the case of selling on) or to rehome it if it is in need of rescue.