

Toy House Frenchies

Puppy Sales Agreement

Puppy Purchase and Limited Health Guarantee Contract

Toyhousefrenchies@gmail.com

Melanie Hanshew

Phone: 503-400-2670

Puppy's Parents:

Sire: _____ Dam: _____

Date whelped: _____

Sex of puppy: _____ Color/Markings: _____

Pick reserved: _____ Puppy's current name _____

Price of puppy with deposit: _____ Shipping Fees: \$ _____

Date deposit received: _____ Amount of deposit: \$ _____

Balance/To be paid by pick up date: Age _____ 8 weeks _____

(Balance) _____ (Date Balance was received) _____

Buyer(s) information: **(Please fill in highlighted areas ONLY!)**

Name(s): _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Please return signed contract AND a COPY of buyer(s) DRIVERS LICENSE(S) to be kept attached to contract for filing/legal purposes.

Thank you for the purchase of your new family member from Toy House Frenchies.

We are committed to providing you a healthy family member who you will enjoy for many years. This health guarantee and purchase contract is for your peace of mind and ours.

You, the Buyer is urged to research the French Bulldog breed and be familiar with all the health issues that could affect their French Bulldog before entering into this or any agreement to purchase a French Bulldog. Any Deposits, Payments, or Full Payoffs are considered non-refundable retainers! Buyers listed must initial all areas on the contract (this includes both people if 2 names are listed on the Buyer Area).

A minimum deposit of **\$500-\$1500.00** is required to hold your pick.

NON-REFUNDABLE RETAINER AND FINAL PAYMENT INFORMATION:

This puppy is not reserved until the Seller has received the Non Refundable Holding Retainer in the amount of **\$500.00-1500.00**. Holding retainers should be paid using Cash, Venmo, Paypal or WalMart to WalMart transfers. We will gladly accept personal checks up front for retainers only with a required 14 days holding/clearance period. If check is returned insufficient, you will be charged an additional \$50 for NSF (insufficient funds) charges. All retainers or any moneys paid applies towards the purchase price of the puppy and is non refundable. Paypal chargeback, all contract info pertaining to this puppy will be turned over to Legal Representation for further action. Buyer will be responsible for all legal/court fees incurred.

***PAYPAL: this is another option, but please notify us first if sending funds via Paypal as we must provide you a Paypal email address to send the funds to. Funds sent via Paypal **MUST** be sent as Friends and Family to avoid their 3% charges. Any funds **NOT** sent Friends and Family will be returned to sender. If you have any questions, please just ask us. If you pay, receive your puppy then perform a chargeback, this is considered theft, and you will be prosecuted. Buyer will be responsible for all legal/court fees incurred.

***We do offer payment plans towards our current litters. Please contact us if you would like to set up a payment plan. All puppies **MUST** be paid in full by 8 weeks of age including any shipping fees and arrangements made for pickup. Once the Seller's Veterinarian clears them to leave unless prior arrangements are made with the Seller for a puppy to stay longer than 10 weeks of age. If the Seller's veterinarian does not clear a puppy to leave for ANY reason that puppy will **NOT** leave until the vet clears the puppy to leave.

The remaining balance is due to the Seller by or before the puppy is Delivered /picked up. If the balance due is not paid in full by the specified date in the Sales Agreement Buyer will forfeit deposit and said puppy may then be re-sold.

If for any reason we, the Seller, are unable to make contact after multiple attempts though phone calls, emails, text messages, etc., with the Buyer for a period of 14 days all monies paid by the Buyer will be forfeited and said puppy may then be resold.

This puppy is being sold:

With breeding rights _____

Without breeding rights **AND** with our spay/neuter contract (see below)

Breeding rights retained by Seller to above said puppy: Yes / No

SPAY/NEUTER CONTRACT:

You agree to spay and or neuter your puppy if a male, after the age of seven months and if a female, at the age of one year or after her first heat cycle. This is to ensure proper development, growth, bone development, and maturity of the dog. You agree to do it as soon as possible within the first year of life. You agree not to delay the spay or neuter procedure. Once the procedure is done you agree to send us a copy of the vet certificate to prove that your puppy has been spayed or neutered.

INITIAL HERE _____

FOR THIS REASON IT IS IMPERATIVE THAT YOU DO NOT TAKE YOUR NEW PUPPY OUT IN THE PUBLIC, OUTSIDE FOR WALKS, IE: To the pet store, parks, around other unvaccinated dogs/cats or to any community type environment until after your puppy is 16 weeks of age and has had all of their scheduled immunizations, as their immune system is not fully protected until then. We cannot stress enough how contagious and DEADLY Parvo is in a not FULLY vaccinated puppy. PLEASE keep your baby safe!!!

SHIPPING OPTIONS:

- We offer several shipping options to suit your needs, including personal flight in cabin where we will meet you at your airport and hand deliver puppy to you, or a flight nanny who will fly in cabin and personally deliver to your airport, as well as ground transport with USDA licensed ground transporters, and we even offer to ground transport personally and meet you in person within a reasonable driving distance.
- ALL shipping methods incur a shipping charge based on shipping choice.
- Please ask us for pricing.
- Please understand once a puppy leaves **our hands** with a shipping method, we are NO longer responsible for that puppy. If an issue should arise, you are required to contact the shipper/shipping method you chose for refund/reimbursement or legal ramifications of said puppy.
- You release the Seller, Toy House Frenchies and its affiliates from any legal liability of said puppy once it leaves our hands and goes into a shippers hands (regardless if it's an airline or personal ground shipper).

- Seller does not warranty pups while being shipped; Seller has no control over their care or handling during transport. If you need to have your pup shipped via air or ground transport it is at your own risk. If possible, we like to deliver our puppies personally.
- If you will need to have your puppy shipped please let us know before you place your deposit.

IT IS HEREBY AGREED BY BOTH PARTIES THAT THE FOLLOWING CONDITIONS WILL BE MET AND THAT NO OTHER WARRANTIES OR CONDITIONS ARE EXPRESSED OR IMPLIED.

- Seller guarantees that the Frenchie puppy being sold is the offspring of the listed Sire and Dam and is free of communicable diseases as appears to the eye at the time of sale. Said puppy will be current on vaccines and de-worming's appropriate to the age of the puppy when it leaves possession of the Seller.
- Buyer certifies that he/she is not acting as an agent for another individual in the purchase of this puppy, and will not sell this puppy to any mass-producing kennel (puppy mill) or business.
- If at some point the Buyer is not able to keep said puppy, buyer must contact Melanie at Toy house Frenchies. Puppy must be returned to Toy House frenchies and puppy cannot be resold to another party. Any expenses involved with returning the puppy will be at the buyer's expense. Puppy will NEVER be taken to a shelter. NO REFUNDS WILL BE GIVEN

Recommendations:

We also strongly advise that your puppy is NOT encouraged to run up and down stairs excessively or jump onto and off of furniture for at least the first 9-20 months of their life. This can cause adverse effects to the growth plates and undeveloped joints of a growing puppy.

If said puppy goes to a trainer prior to having all vaccinations (16 weeks) the health warranty is VOID

Limited Warranty

- At the expense of the Buyer, a veterinarian should examine this puppy within 72 hours of possession to VALIDATE the Health Guarantee. A copy of the Health Exam from the Buyer's veterinarian dated no more than 48 hours from the date of possession MUST be emailed/mailed to the Seller immediately following the exam or the Guarantee is VOID. If a copy of the Health Exam is not received within 14 days of the date said puppy left the Seller's possession the Guarantee is VOID.
- Should said puppy be found to be in ill health, the cause of which is clearly attributable to the Seller, the puppy may upon a written and conclusive diagnosis and a description of the puppy in question from a veterinarian be returned to the Seller for another puppy of equal value when one is available. Return shipping/transportation is the responsibility of the Buyer. Shipping costs/transportation for a replacement puppy is also the responsibility of the Buyer.
- Seller guarantees for one year from the Date of Birth that said puppy is free from any congenital defects or illnesses related to the following (listed below)
- There MUST BE A CONCLUSIVE DIAGNOSIS in writing from the Buyer's veterinarian before a replacement puppy will be offered. Speculative or inconclusive diagnoses WILL NOT warrant a replacement puppy from the Seller. Should this puppy be found to have a congenital defect or

congenital illness, as listed above, within one year from the date of sale, the puppy may, upon a written and conclusive diagnosis and a description of the puppy in question from a veterinarian, be returned to the Seller for another puppy of equal value when one is available. Return shipping/transportation is the responsibility of the Buyer. Shipping costs/transportation for a replacement puppy is also the responsibility of the Buyer.

- In the case of sudden/unexpected death a necropsy must be performed and a written and conclusive diagnosis, stating that the cause of death is related to a congenital defect or illness as stated above, must be returned along with a copy of the necropsy report before a replacement puppy will be offered. Return shipping/transportation is the responsibility of the Buyer. Shipping costs/transportation for a replacement puppy is also the responsibility of the Buyer.

This guarantee **does not cover** the following conditions, which are easily treatable in the French Bulldog breed. Coccidiosi and Guardia are parasites that is commonly found in puppies, kennel cough is self-limiting (like the common cold), full recovery is expected with medication or on its own and is not life threatening. Intestinal parasites: This includes Coccidiosi, Guardia, Tapeworm, Hookworm, Roundworm, and Whipworm. Also not covered is kennel cough, pneumonia, ear or skin mites, mange (demodectic, sarcoptic, or cheyletiella), allergies (food or atopic), herniations (inguinal, perineal, or diaphragmatic), stenotic nares, collapsed trachea, entropion, elongated soft palate, luxated patellas grade 1-2, loose hips, heart murmurs grade 1 or 2. All puppies will be checked for hernia's, luxating patellas, the hard and front of the soft palates, heart murmurs, lungs (all chambers) and collapsed trachea by our licensed vet prior to leaving our care.

Seller reserves the right to verify any information provided by the Buyer with the Buyer's vet.

PLEASE NOTE: Failure to comply will VOID the Health Guarantee!!!!!!!!!!!!!!

THE AGREEMENT IS VOID:

If we, the Seller, finds out that you have abused the pup in anyway, basic care was not provided, if you weight pulled the pup before one year of age, if the pup has been involved in an accident, involved in a dog fight, has been bred/studded out (without permission from Toy House Frenchies / Melanie Hanshew), or the pup is sold/given to another party not stated in the original sales agreement.

Also, if we, the Seller, find out that we were lied to in any way in regards to the purchase of said puppy your Guarantee will be VOID. We also, AT ANY TIME, have the right to repossess the puppy if we feel the puppy hasn't been properly cared for, mentally or physically. By signing this contract buyer agrees.

Buyer agrees to not breed at any age. Only exception is if seller agrees to breeding rights at the time of sale.

IMPORTANT PLEASE READ:

- Buyer releases Melanie Hanshew at Toy House Frenchies and their estate from any and all liabilities, and/or damages by fault of this dog after the date of sale.
- If we find out that you, the Buyer, lied to us in regards to the purchase of said puppy before it leaves our possession you will forfeit all monies paid and we will no longer do business with you.
- Buyer certifies that they have read the Agreement in full and understand and agree to all terms listed herein.

- **I further agree** not to sue or bring legal action against Toy House Frenchies, Melanie Hanshew for or on account of any dispute, property damage, bodily damage, medical expenses, contracts, agreements, judgments, claim or demand whatsoever, foreseen or unforeseen, present future, which I may now have or have after have, on account of said dog or time spent on premises. Such identification shall apply to all unknown and anticipated injuries or said damages as set forth and shall costs and attorney's fees incurred defending against any such claims, whether or not said claims be valid. I agree to pay for all of Melanie Hanshew's Toy House Frenchies legal fees and court costs if I break this agreement and bring any legal action against the kennels or the Frenchies' owners.
- **Jurisdiction:** it is agreed by all parties that all matters related to this agreement shall be brought forth at Marion county, Oregon under the laws and jurisdiction or the Commonwealth of Oregon and Marion County courts.

Signature of Buyer(s): _____ Date: _____

Seller's Signature : _____ Date: _____

(Seller Only) Date puppy left Seller's possession: _____
Health Examination done within 72 hours of possession: Yes / No
Date Buyer received examination: _____
Contract VOIDED: Yes / No Reason: _____