

Freeman's TCB English Mastiffs Puppy Purchase Contract

(This is a legal binding contract -- seek advice if you do not understand any portion herein.)

This agreement made this ____th day of _____ and year _____ by and between Freeman's TCB English Mastiffs (Breeder) and _____ (Buyer) regarding the sale of the following dog:

TERMS OF SALE:

The above referenced dog/puppy is being sold to the buyer(s) in good health and has been examined by a licensed veterinarian with proper shots and worming. Seller certifies that said puppy is in good health to the best of Seller's knowledge. Buyer has 72 hours after receipt of puppy to take puppy to a veterinarian. If upon examination the veterinarian finds that said puppy is not in good health, , and is unable to be medically treated, the Buyer must notify the Seller within 24 hours. Buyer shall return the puppy to the Seller with all of the veterinary documentation and registration paperwork. Seller shall replace said puppy with another puppy of equal value as soon as one is available. Buyer is responsible for all shipping costs. Seller has no obligation to reimburse Buyer for any costs incurred, i.e., medical, shipping, crate, etc. Seller does not guarantee against conditions brought on by stress or environmental changes that we can not control once the puppy leaves our care; therefore our guarantee does not cover: hypoglycemia, parasites, giardia, viral or bacterial infections. We do not guarantee against parvo, unless found within 72 hours at first veterinarian visit, coccidiosis, distemper or corona virus because these are highly contagious diseases that can be contracted immediately upon leaving our property. Buyer understands puppy at 8 weeks only has two full inoculations and until 3rd set is not immune to diseases inoculated against. Do not put puppy on ground in unsanitary locations such as pet parks, gas stations, pet stores, and limit their access to strangers. Seller makes no guarantee as to puppy's fertility or breeding abilities. The Buyer agrees that if the puppy is to be shipped, Buyer has 12 hours after the time of pickup to notify Seller of the puppy's arrival. If Buyer does not notify Seller within 12 hours after pickup of the puppy, all guarantees of this contract are void.

This puppy is guaranteed against congenital defects for 1 year after the date of sale of the puppy. If the puppy is found to suffer from a congenital defect by a certified veterinarian. Buyer must notify Seller via certified mail, with written statement and complete medical records from the veterinarian within 24 hours. Buyer understands that the following genetic defects are not considered serious or life threatening and therefore are not covered: umbilical hernia, undescended testicle, underbite, overbite, low grade heart murmur, entropion eyelids, or other minor concerns. Buyer understands that replacement option is only valid when health problems are attributed to a hereditary problem and not due to accident, contagious and/or other illness, or environmental conditions. A puppy of the same value will be offered as replacement from the first available litter. Under no circumstances will the purchase price of the defective puppy be returned.

Seller has no obligation to reimburse Buyer for any costs incurred, i.e., medical, shipping, crate, etc. This is a replacement guarantee. No monies will be refunded. Due to environmental effects on genetic conditions, Seller has full discretion on offering a replacement puppy or not. Guarantee stands in effect for any preliminary hip findings conducted by the OFA. A second opinion may be requested by the Seller before replacement is offered.

The Buyer agrees that any and all transportation costs, to and/or from the Seller's premises, will be at the cost and sole responsibility of the Buyer.

The Buyer agrees to maintain the puppy on high quality adult or high quality large breed puppy food for the life of the puppy.

The Buyer agrees that the puppy will reside at the home of the Buyer, and not be chained or "tied out." This animal is sold with understanding that it was to go to select homes, be socialized properly, and become a member of the family.

The Buyer agrees to maintain preventative health care of the puppy including, but not limited to: inoculations, internal as well as external parasites, heartworm preventative medication. If the puppy is not kept current on preventative health care, then the terms of the contract regarding any health guarantee is void. The Buyer agrees to maintain preventative care of the puppy in regards to hip and elbow dysplasia, such as proper nutrition, proper exercise, and preventing stress injuries (i.e. not allowing the puppy to jump from heights taller than itself at the shoulder, no excessive forced exercise such as jogging with you or jumping from the back of a pickup, until at least 12 months of age).

This contract must be presented to Seller for any guarantee to be in effect. This contract is non-transferable and is only valid when the original two parties are involved.

All deposits are non-refundable. Should you, the Buyer, at any time prior to taking possession of your puppy change your mind, or should the chosen puppy become unavailable, it shall be understood that any deposit shall remain on record to be used towards a purchase at any later date of a puppy of equal value. Though non-refundable, the deposit shall remain valid indefinitely.

Buyer agrees to release and hold harmless Seller for any and all liability, damages, or injuries, caused either directly or indirectly by puppy to any person, animal, whether actual or legal, or to any property whether real or personal. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical or mental, emotional or economic, caused by puppy, to any person whether actual or legal, or to any property, whether real or personal, after receiving and acknowledging delivery and possession of puppy.

Only after the full amount of the agreed upon amount is paid, may the puppy be removed from the Seller's premises. This agreement is made and signed by both parties to insure the well being and protection of this animal. If any part of this agreement is breached, the Seller is released from any further obligation hereunder.

This contract shall be deemed a legal and binding agreement between Seller and Buyer and is under the jurisdiction of the State of Florida in the county of Jackson. It is further agreed that should any dispute/arbitration between Seller and Buyer regarding said puppy/dog occur that the legal venue shall be the County of Jackson County, Florida.

By Signature hereto, Buyer acknowledges receipt of a copy of the Purchase Agreement.

DATE: _____

BREEDER: _____

BUYER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____