



## SSS BULLIES PURCHASE AGREEMENT

Seller Name:

Buyer Name:

Buyer Phone:

Buyer Email:

Buyer Address:

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### Litter Info

Sire:

Dam:

Sex:

DOB:

Pick/Color if Applicable:

Purchase Price:

Ownership Type:

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### **Health Guarantee**

\_\_\_ 1. SSS Bullies guarantees that the puppy sold is in good physical health. All necessary age appropriate shots and de-worming's will have been completed. The puppy will receive a health exam by a veterinarian and will accompany an official health certificate to be completed by a licensed veterinarian.

\_\_\_ 2. The purchaser must take this puppy to a licensed veterinarian of their choice within 72 hours of receiving the puppy for a health check. SSS Bullies must be informed immediately of this examination. Should the puppy be determined to be unfit for purchase at the time of this health check due to a life-threatening disease or a serious physical condition clearly attributable to the seller, other than a bacterial infection such as, but not limited to, coccidia or giardia or is in need of a general worming (which is easily treated), the puppy may, upon presentation of a written diagnosis from said veterinarian, be returned to the seller at buyer's expense within 14 days of the purchase date and the seller will replace the puppy with another puppy of equal value when available from same or upcoming litter.

\_\_\_ 3. No monies will be refunded and under no circumstances will the seller be responsible for veterinarian fees or costs. If the puppy is not examined by a Veterinarian within 72 hours of delivery time, all guarantees listed are not valid. The value of the puppy for the purpose of the guarantee is solely the original purchase price and does not include any additional costs declared by the buyer.

\_\_\_ 4. Buyer must have provided routine veterinary care administered by a licensed veterinarian for this puppy while in the buyer's care such as proper vaccinations, routine worm checks and heart-worm prevention. In the event that this puppy must be returned to the seller for a replacement, all veterinary records must be sent to the seller showing proof that the pup was cared for properly and up to date on all necessary medical treatments/care and all medical treatments/care were provided by a licensed veterinarian. Registration papers for this puppy must also be returned by the buyer to the seller at the time the dog is returned to the seller and ownership of the dog must be transferred from the buyer to the seller. Any illnesses, conditions or defects caused by buyer's neglect, abuse or mishandling are not covered by this health guarantee and a replacement will not be given to the buyer. If this puppy is used in any form of illegal activity (i.e. Dog Fighting) or has been bred, this guarantee is null and void and no replacement puppy will be given.

\_\_\_ 5. SSS Bullies guarantees this pup to be free from any genetic/hereditary defects that cause death or serious impairment of the vital functions of the puppy until the said puppy is one year of age. This guarantee does not cover "innocent heart murmurs" or stage 1 murmurs as these type of murmurs generally goes away as the puppy matures. However, if the murmur progresses over time, before the puppy turns 1 years old, and affects the quality of life of the puppy, a replacement will be made, provided that proper testing is done by a licenses cardiologist and proof provided to the seller. If this puppy is examined by a licensed Veterinarian before the pup is 1 year of age and is found to have an untreatable genetic or congenital defect causing death or impairment of the vital functions of the puppy, the buyer has the option of returning the pup to the seller for a replacement. The seller will replace the pup with another pup of the same sex and equal value at our first opportunity provided the conditions below are met and kept by the buyer. If this puppy is found to have a condition that meets the replacement guarantee of this agreement written diagnosis, medical record copies and/or necropsy report from licensed veterinarian must be sent to the seller and the purchaser must return the dog, at purchaser's expense, to the seller within 72 hours of diagnosis to be verified by seller's veterinarian. Upon verification of diagnosis, a replacement puppy of the same sex and equal value will be given to the buyer as soon as one comes available. The decision of which puppy will be given as a replacement lies solely with the seller and the seller does not guarantee that the puppy will be any specific color or out of any particular litter. No monies will be refunded at any time and the puppy will not be replaced unless the original puppy is returned to the seller.

\_\_\_ 6. This contract will be void if buyer fails to provide proof of routine veterinary care; dog is sold, transferred, or injured by accident. This guarantee does not cover any common dog ailments such as worms, vitamin deficiencies, any viral or bacterial diseases, or disorders brought on by parasites or lack of routine care. The value of the puppy for the purpose of this guarantee is solely the original purchase price and does not include any additional costs declared by the buyer.

### **Purchase Agreement**

\_\_\_ 7. This puppy is sold only as a companion/pet and is not guaranteed to be suitable for breeding, showing or any other purpose, nor is the pup guaranteed to grow to a particular size, weight or phenotype.

\_\_\_ 8. Buyer must use the kennel name SSS Bullies as the prefix in the registered name of this puppy.

\_\_\_ 9. Buyer must provide proper nutrition, veterinary care and adequate training to ensure proper growth and development of the puppy.

\_\_\_ 10. This guarantee does not cover poisoning, accidents, negligence or behavioral problems, as training philosophies and environments vary among individuals.

\_\_\_ 11. Buyer must never relinquish this puppy to any animal shelter at any time during the life of this puppy. If the buyer is unable to keep this puppy for any reason, buyer may return the puppy to SSS Bullies and SSS Bullies will either keep the pup/dog or find the pup/dog a new home. (No Refund Implied)

\_\_\_ 12. This guarantee is non-transferable and is valid for original purchaser only.

\_\_\_ 13. SSS Bullies reserves the right to refuse sale of puppy to buyer for any reason and at any time prior to buyer receiving puppy. In the event that SSS Bullies refuses the sale of the puppy, all monies paid to SSS Bullies by the buyer for said puppy will be refunded to the buyer.

\_\_\_ 14. All travel expenses associated with buyer receiving this puppy are the sole responsibility of the buyer. Buyer may pick the puppy up in person once puppy is 8 weeks of age.

\_\_\_ 15. Buyer is responsible for any reasonable attorneys' fees and all costs of litigation associated with the enforcement of this contract.

\_\_\_ 16. The buyer releases the seller, SSS Bullies, from any and all liabilities and/or damages by fault of this dog after time of sale. These damages include, but are not limited to, destruction of property and/or physical damage to any person or group of people. We will not be responsible for any veterinarian bills. All veterinary and medical supply costs are the sole responsibility of the purchaser from date of sale henceforth.

\_\_\_ 17. A non-refundable deposit is required to reserve this puppy and full payment is due when puppy turns 7 weeks old. If full payment is not received by the time the puppy is 7 weeks of age, buyer forfeits deposit and the puppy will be placed back up available for sale unless other written arrangements are made with SSS Bullies.

\_\_\_ 18. In the unlikely event that the puppy should prematurely die prior to delivery of said pup to the buyer, SSS Bullies will offer the option of a full refund of all monies paid toward the purchase price of the puppy or the buyer may choose to forward all monies paid toward the purchase price of the puppy to another puppy in a current or future litter.

\_\_\_ 19. Buyer must pick up the puppy by 9 weeks of age or a \$20.00 per day boarding fee along with any other expenses incurred (veterinarian checks, additional vaccinations) will be charged to the buyer. These additional fees incurred must be paid to seller prior to buyer receiving the puppy. If buyer fails to arrange pick up of the puppy by the time the puppy is 12 weeks of age, the buyer forfeits the puppy and all payments made up to that point unless other written arrangements are made with SSS Bullies.

\_\_\_ 20. If buyer decides, for whatever reason, that they do not want or cannot take the puppy, buyer forfeits deposit.

\_\_\_ 21. Buyer agrees in naming the Dog (ABKC and UKC registered name to be decided). If the Dog has been previously registered, the Buyer agrees not to change the registered name.

\_\_\_ 22. Buyer agrees to pay the Seller any and all expenses, including court costs and reasonable attorney fees, in enforcing the terms and provisions of the Contract.

\_\_\_ 23. Should the Buyer be unable or unwilling to fulfill any of the above provisions, the Buyer agrees to return the Dog to the Seller at the Seller's request. Should the Buyer refuse to return the Dog, the Buyer hereby authorize the Seller to pick up and remove the Dog from the Buyer's control either by an agent acting on the Seller's behalf or directly by the seller.

\_\_\_ 24. Seller neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement, without limitation, the warranties of merchantability and fitness.

\_\_\_ 25. This contract shall be governed under the laws of the State of Illinois. Any conflict of issues, either in equity or law, shall be adjudicated in Will County, State of Illinois.

\_\_\_ 26. The terms of this agreement are to be kept completely confidential and is not to be shared with outside parties.

\_\_\_ 27. **ALL DEPOSITS AND PAYMENTS ARE NON-REFUNDABLE.**

#### **PUP BACK AGREEMENTS (OPTIONAL)**

\_\_\_ The BITCH owner is responsible for all whelping expenses related to the proper care of the puppies while in their care including necessary shorts and deworming.

\_\_\_ All puppies are required to receive a general health check by a licensed veterinarian by 7 weeks of age, prior to picks being made. The full report must be made to the STUD owner prior to picks being made.

\_\_\_ Picks are to be made by 8 weeks of the whelp date.

\_\_\_ The pick puppy(s) must have a health certificate signed by a licensed veterinarian prior to transport.

\_\_\_ While the STUD owner is responsible for the transport for the pick puppy, the BITCH owner must accommodate transport requirements such as meeting with the STUD owners shipping agent if necessary.

\_\_\_ Bitch owner agrees to give up over all puppy back as part of this agreement.

\_\_\_ All litter registrations will be completed once the pick puppy is received in good health by the STUD owner.

\_\_\_ Registration paperwork will be provided to the buyer. Should the buyer not go through with the original pup back deal as stated in this agreement, free use of the listed stud will not be honored and this purchase will be considered as an outright purchase with no pup back agreement at the agreed upon price of .

This Agreement is made and signed by all parties to insure the well-being and protection of this puppy. If the Buyer breaches any part of this Agreement, the Seller/Breeder is released from any obligations under this Agreement.

**This is a legally binding contract. Any and all legal action necessary to enforce this contract will take place in Harrison County West Virginia.**

By signature below, all parties named herein are bound by the terms as set forth above.

I (We), the buyer(s) have read this contract, understand fully the contents thereof and acknowledge receipt of it. We are not relying on verbal statements not contained herein.

**Seller Name Printed:**

**Signature of Seller:**

**Date:**

**Buyer Name Printed:**

**Signature of Buyer:**

**Date:**

**This purchase agreement must be initialed (next to each numbered section)/signed and sent back to SSS Bullies before the puppy will be released to the buyer.**