

## Bully Garage Purchase Contract

1. The buyer(s) agrees to take good and responsible care of the dog, to feed and house the dog properly, and to properly give the best attention to the physical welfare of the dog.
2. Buyer has the financial resources to pay for proper veterinary care for the dog purchased. Purchaser must follow all veterinarian guidelines for vaccination and worming schedules.
3. All air shipped puppies will be accompanied by a veterinarian certificate certifying that their dog is in good health and has been given proper care.
4. We will grant all its dogs with full breeding rights unless otherwise specified. If the dog is unable to breed for any reason, we are not responsible or liable. If a dog is listed as show potential, this means it has the potential to show, but is not guaranteed to be show quality. A puppy can change and develop undesirable show traits until it reaches one year of age. If you want a guaranteed show quality dog we do on occasion sell older puppies that we have determined to be show quality based on their adherence to the breed standard at an age more suitable for ascertaining that quality and likeness. Finishing a dog is always the responsibility of the buyer and frequently contingent on your diligence to show.
5. Buyer(s) agrees not to use the above described dog for dog fighting or any other illegal purpose, nor is this dog or any of its offspring to be sold to any pet store or wholesale dog establishment. If the dog is used for any of these purposes we have the right to reclaim the dog from the buyer(s) at the buyer(s) expense.
6. If the Buyer(s) decides to cancel their transaction after payment is made all monies will be forfeited or used as a credit for another puppy within 12 months from the original purchase date, or the deposit receipt date, whichever applies. It is understood that no refund in full or part will be given for personal conflicts or change of heart.
7. We guarantee the above-mentioned dog to be in good physical condition for the first 72 hours after time of delivery. The Buyer(s) is required to have the animal examined by a licensed veterinarian within that 72-hour period immediately following receipt of the dog by Buyer(s) to confirm its good health at the time of delivery. If the veterinarian finds the puppy to have a serious physical condition, the seller will replace the puppy with another puppy of comparable quality and the original puppy is to be returned to seller at Buyer(s) expense. Buyer(s) are responsible for the shipping charges of both returning the original puppy as well as the shipping charges for receiving the replacement puppy. The seller reserves the right to a second veterinarian opinion, at the expense of seller, and will instruct Buyer(s) if one is desired. If the Buyer(s) do not have the puppy examined by a licensed veterinarian within this 72-hour period after the time of delivery this guarantee becomes null and void and is no longer in effect. If this contract has been validated by adhering to the required 72-hour policy, then at any time within the next 12 months from the date of purchase, if the dog above is examined by a veterinarian and grounds to have an untreatable, life threatening, genetic or congenital defect that would render the pet to be crippled or be due cause for euthanasia, or cause death, the Buyer(s) has the option of A. returning the dog at the Buyer(s) expense for a 100% credit toward another puppy from Bulky Built or B. keep the dog and send Bulky Built a spay/neuter certificate from a licensed veterinarian and receive 100% credit toward a replacement puppy. If the puppy dies from a genetic or hereditary defect a necropsy a full report will need to be sent to Bulky Built

within 72 hours of said death. There are no refunds in part or full, only replacement puppies are given. The following conditions that are not congenital or genetic and are commonly found in bulldogs so therefore are not covered in this health guarantee are: cherry eye, entropion, skin allergies coccidia, internal parasites, bacterial or viral infections, elongated soft palette, umbilical hernia, nasal snares, and non-descended testicles. All registration papers for the original puppy will need to be returned and signed over to Us. Replacement will be a puppy of equal value. If Buyer(s) chooses a replacement puppy that is of greater value, Buyer(s) is responsible for the difference in price of puppy purchased vs replacement puppy. If Buyer(s) chooses a less expensive puppy in lieu of waiting for a puppy of equal value, it will be considered an even exchange and the contract will have been deemed satisfied. Buyer(s) is responsible for shipping charges of replacement puppy. If a comparable puppy is available to buyer and buyer refuses the substitute puppy more than two times, this contract will become null & void and no replacement will be given.

8. It is understood that THIS HEALTH GUARANTEE IS NULL AND VOID AND WILL NOT BE HONORED BY US IF THE ABOVE-MENTIONED DOG IS USED FOR BREEDING BEFORE A CLAIM IS MADE ON THE GUARANTEE. If the above described dog produces a litter or is used for stud service before the expiration date of the guarantee then the replacement terms no longer apply and are null and void.
9. We retain the **right of first refusal** should the Buyer(s) decide to give away or sell the dog for whatever reason. If this option is not properly executed the Buyer(s) will face fines up to the purchase price of the puppy and any legal fees involved. This is in place to avoid the placement of any of my puppies in animal or any other unfavorable situations. We will help in placing your puppy or dog at any time, should the need arise.
10. We are not responsible for any Veterinarian care authorized by the Buyer(s) or any of it family members for the above-mentioned dog once it has left our property and specifically once it has arrived at its new home.
11. Buyer(s) understands that the purchase price does not include shipping charges or related shipping expenses. Shipping expenses are in addition to the purchase price. All puppies will be insured for the value of purchase while in transit through the airlines. This is not available on ground shipped puppies/dogs. Monies tendered to the airline on behalf of the Buyer(s) are nonrefundable by us once the puppy has been shipped.
12. Buyer(s) understands every attempt was made for this agreement to be amenable for both buyer(s) and seller.
13. The Buyer(s) understand that his contract/guarantee is not transferable to a 3<sup>rd</sup> party if they sell the puppy/dog.
14. I/we \_\_\_\_\_, have fully read and understand this agreement between Buyer(s) and Seller and the contents thereof, agree to the terms and conditions and acknowledge receipt of the same. This is a legal binding contract and by signing below you acknowledge understanding of all the terms and conditions of the sale, the items listed above, and are agreeing to the terms of same.

Arbitration clause:

Any dispute arising between the parties to the Agreement or involving the interpretation of the Agreement or any breach thereof shall be submitted to and determined by arbitration in Delaware before the American Arbitration Association, and in accordance with the rules then obtained of said Association and the laws of the State of Delaware, more specifically \_\_\_\_\_ County.

Buyer(s) signature \_\_\_\_\_

Date Agree upon \_\_\_\_\_

Seller signature \_\_\_\_\_

Date Agreed upon \_\_\_\_\_