

Almond Blossom Bordeaux

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HEALTH GUARANTEE & DOGUE DE BORDEAUX PUPPY SALES AGREEMENT

NOTE TO PURCHASE OF GOOD FAITH: All canines have the potential for genetic or congenital diseases. Due to the nature of some diseases, the concerns cannot always be eliminated. It is the job of the breeder, through selective breeding to try and minimize (not eliminate) these conditions – in good faith. Please read, to your full understanding, the following sections of this Health Guarantee and Sales Agreement concerning any contagious or hereditary defects.

Cheri Escobar, (Almond Blossom Bordeaux), shall hereinafter be referred to as the “Breeder.” The original purchasing party, and solely the original purchasing party, shall hereinafter be referred to as the “Buyer.”

1.) Payment Terms: A \$1,000 deposit is required to reserve the puppy. The balance must be paid in full prior to Buyer taking ownership of the Dogue de Bordeaux. Shipping costs are not included in the sales price. Payment is to be made in cash, money order, or bank certified check. If full payment is not received within 5 days after the puppy’s 6-week birth-date the puppy will be offered to other parties. There are no refunds of deposits unless the puppy is found to be unfit for sale.

2.) This puppy is sold as a companion pet and not to be used for breeding. Buyer agrees to have puppy spayed/neutered no later than 24 months of age and no sooner than 18 months of age. This puppy will be issued an AKC Limited Registration. A photo copy of the registration application will be provided upon request. Once proof of spay/neuter is received the original registration application will be mailed or emailed to the Buyer. If this dog is found to have been used for breeding, it will be considered a Breach of Contract.

3.) This puppy is sold with no known health or genetic defects. Breeder certifies the puppy is in good health and has been immunized and de-wormed and has supplied Buyer with the immunization record, health certificate, and de-worming records. Buyer agrees to have the puppy examined by a veterinarian within the first 72 hours of taking possession of the puppy at the Buyer’s expense. If the veterinarian

does not give the dog a clean bill of health, Buyer must notify the Breeder immediately. Breeder reserves the right to have the puppy re-examined by the Breeder's veterinarian at Breeder's cost. A copy of the examination results must be sent to the Breeder by email within 5 days of receipt of the puppy, failure to provide examination results will render this Health Guarantee null and void.

4.) Any condition that is minor, correctable or a breed-related minor condition is not covered and no condition which could go away, or is considered to be a condition which a puppy will likely grow out of is covered. If within the first 72 hours, the puppy is found to be of unsatisfactory health, Breeder will resume possession and at the Breeder's choice either refund the Buyer the purchase price of the puppy or replace the puppy with the next available puppy of equal value. Breeder will not be responsible for any veterinarian costs or medical expenses prior to the return of the puppy. It is the Buyer's responsibility to return the puppy to the Breeder at the Buyer's expense. Breeder does not accept responsibility for contagious disease diagnosed after 3 days from date of purchase.

5.) This Health Guarantee does not cover any of the following conditions: Intestinal parasites (Coccidiosis, Giardia, Worms), Kennel Cough, Pneumonia, Ear or Skin Mites, Mange (Demodectic, Sarcoptic or Cheyletiella), Allergies (food or skin), Herniation (Inguinal, Perineal or Diaphragmatic), Stenotic Nares, Small Trachea, Entropion, Elongated Soft Palate, Undescended Testes. This Health Guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes or any elective surgeries such as gastropexy and Juvenile Pubic Symphysiodesis.

We do not guarantee or replace Dogues de Bordeaux that are found to have orthopedic issues which include, but is not limited to hip dysplasia, elbow dysplasia and osteochondritis dissecans (OCD). Breeder does not Health Guarantee against non-life-threatening illnesses.

6.) If the puppy is found to have a life-threatening genetic defect by 12 months of age, a statement from a licensed veterinarian of Buyer's choosing confirming such an event and cause is required before any action will be taken by the Breeder. Breeder reserves the right to request a second opinion by a veterinarian of Breeder's choosing to determine the genetic defect. This health guarantee does not cover any veterinarian or medical costs. The Buyer is aware that owning a puppy means frequent visits to a veterinarian and understands he/she will be responsible for all payments.

By signing this contract, Buyer hereby acknowledges and understands the potential for these conditions or problems to develop in ANY Dogue de Bordeaux, regardless of the line, pedigree, breeder, or testing of ancestors.

7.) In the unlikely event of the death of the puppy within one (1) year of date of birth due to genetics, the Breeder, at the Breeder's choice, shall either refund the Buyer the purchase price of the puppy or replace the puppy with the next available puppy of equal value. If the Breeder offers a replacement puppy and Buyer declines the replacement puppy, then the Breeder and Buyer shall be under no further obligation and it will be deemed that the Buyer has released the Breeder from any and all further claims.

8.) Buyer is welcome and encouraged to come to the Breeder's home to pick up their puppy. If the puppy is to be transported, the Breeder makes all transportation arrangements. Sometimes travel arrangements are delayed due to temperature restrictions, weather, logistics, mechanical failure or other unforeseen events. The Breeder shall not be liable directly or indirectly for any delays which may cause inconvenience or financial loss, nor shall the delay be cause for cancellation. The Breeder will

collect all transportation fees from the Buyer at the time of the purchase. Transportation costs are non-refundable.

9.) The Buyer is responsible for the daily health care and maintenance of the dog, including all immunizations and examinations recommended after purchase, as well as providing necessary medication, heart worm preventative, and follow-up treatments from veterinarian visits. In order for the guarantee to remain in effect, you must keep receipts and records to verify that you have regularly taken your pet to a duly licensed veterinarian for checkups and all required immunizations.

10.) Buyer agrees this dog will live exclusively indoors, inside the family home as a member of Buyer's family. Buyer agrees this dog will not be left outside, unsupervised for any length of time in a yard (fenced or otherwise), kennel run, patio, and never confine on a rope/chain. Buyer will exercise the dog in a fenced in yard, or by walking the dog on a leash. All necessary precautions must be taken to ensure the dog's safety while out of doors.

11.) Buyer agrees to use our kennel name 'Almond Blossom' as the prefix of your dog's registered name.

12.) Breeder does not guarantee against death, injury, or loss of the dog due to theft, accident, neglect, abuse, or heat related illnesses. We do not guarantee compatibility with your current pets. If at any time this animal is abused, neglected, living in poor health and conditions, the Breeder will immediately take ownership of the dog with no refund to Buyer and the Buyer forfeits ownership of the dog.

13.) This puppy is being sold as a pet companion only; no guarantee is made as to the disposition, conformation, size, or weight. Breeder does not guarantee or warranty the temperament of the puppy, as puppies often develop temperament issues as a result of the way they are raised. We have no control over their environment after they leave us.

14.) If, for any reason, Buyer can no longer keep this dog, Buyer will give Breeder first opportunity to take the dog back. If the Buyer returns the puppy for any reason it will be on a surrender basis only with no refund. In the event of a re-sale on the part of the Buyer, the Buyer must notify the Breeder with the new name and address of the new Buyer and it must be approved by the Breeder first. Buyer agrees not to sell this dog to any retail company or establishment.

15.) The value of the puppy for the purpose of this Health Guarantee and Sales Agreement is solely the original purchase price of the puppy and does not include transportation costs, health certificate, medical bills or any additional costs declared by the Buyer. Transportation costs cannot be refunded

16.) In the event of any litigation pertaining to the puppy covered by this Health Guarantee and Sales Agreement, both the Breeder and the Buyer shall assume exclusive responsibility for their own attorney's fees and costs. This Health Guarantee and Sales Agreement is hereby entered into exclusively and wholly executed in the State of California and litigation arising from any possible breach of this Health Guarantee and Sales Agreement shall be exclusively adjudicated in the County of San Joaquin, in the State of California, exclusively under California law. All parties hereby submit themselves to the exclusive jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected.

17.) Buyer understands that should the terms outlined in this contract be ignored or disregarded or if any attempt is made to break this contract, it will be considered a Breach of Contract and the Purchaser

agrees to pay the Breeder a fine equal to the purchase price. Buyer also agrees to forfeit ownership of the dog back to the Breeder, and, if necessary, transfer and sign all registration papers back to the Breeder, and pay all fees incurred returning the dog to Breeder.

This is the total agreement between Almond Blossom Bordeaux and the Buyer and no other terms or conditions shall be valid to this sale. The Buyer acknowledges that he or she has read, understands and agrees to the terms of this Health Guarantee and Sales Agreement. This written agreement is a binding legal contract entered into in the State of California, County of San Joaquin, according to and by Almond Blossom Bordeaux's Health Guarantee and Sales Agreement.

I, _____, the Buyer of said Dogue de Bordeaux puppy, hereby acknowledge that I have received a copy of this document. Further, I accept the terms and conditions of the Health Guarantee for hereditary disorders printed in this document, I waive and relinquish any other rights that I might otherwise have in the event of such occurrence.

Breeder: _____ Date: _____

Buyer: _____ Date: _____

Buyer's Driver's License #: _____