**Health Guarantee and Sales Contract**

Rolling Hills Frenchies LLC

Fonda Elkins

417-255-0880

rollinghillsfrenchies@hotmail.com

Rollinghillsfrenchiesllc.com

Purchaser Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchaser Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchaser Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchaser(s) phone numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Puppy call name by breeder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Puppy date of birth:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_            Gender:     M     F

Microchip # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Breeder will complete)

AKC Registration # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Breeder will complete)

Registration type:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Delivery method & date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Breeder will complete)

Purchase price of puppy $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Breeder will complete)

Date of deposit : \_\_\_\_\_\_\_\_\_\_\_\_\_  Paid in full date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Shipping fees paid date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (Breeder will complete)

Please read the following sections of this document fully to understand your rights and responsibilities under this Health Guarantee and Sales Agreement. Rolling Hills Frenchies LLC (hereinafter referred to as the “Breeder”) will only sell puppies that have been determined to be healthy and free from life threatening congenital

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defect. Before being shipped or available for pick up your puppy will be fully

examined by our veterinarian 2-3 times, your puppy will be up to date on veterinarian recommended vaccinations, your puppy will be dewormed every 2 weeks, and your puppy will be given preventative medication for coccidia and stress related stomach issues. Your puppy will also be microchipped. A signed veterinarian health certificate, copy of Breeder’s health record for puppy, AKC registration paperwork, and microchip registration information will be provided to Purchaser (the original purchasing party).

LIMITED 7 DAY GUARANTEE

Breeder warrants puppy against death caused by Parvo and Distemper for 7 days. This guarantee starts on the day of arrival (or pick up) to Purchaser. The Purchaser must have the puppy examined by a licensed veterinarian within 3 days of receipt of puppy. Breeder must receive a copy of examination results by email within 5 days of receipt of puppy otherwise the limited 7 day warranty/guarantee will be rendered null and void. In the unlikely event of death caused by Parvo or Distemper Purchaser will receive a puppy of comparable or better quality as soon as one is available. No monies will be returned to Purchaser. **Please refrain from taking your new puppy to public places (pet stores, dog parks, city parks/streets, friends/family homes and yards) until puppy has been fully vaccinated.** Failure to adhere to this advice puts your puppy at great risk of catching many diseases and illnesses including Parvo. Please be sure to bring the copy of the Breeder’s health record to your puppy’s first veterinarian appointment to ensure that your puppy will not be over vaccinated. This can cause reactions ranging from mild to serious and in rare cases death. Breeder does not warrant against death or serious illness due to over vaccinations, puppy’s reactions to vaccinations, or Purchaser’s failure to obtain vaccinations for their puppy.

LIMITED ONE YEAR LIFE THREATENING CONGENITAL DEFECT WARRANTY

The warranty period for the puppy is one year from the date of birth.

This warranty covers only fatal or life-threatening congenital defects.

ALL veterinary expenses are the sole responsibility of the Purchaser. This includes any expenses incurred to diagnose or treat a genetic defect. Breeder will not pay Purchaser’s veterinary expenses under any circumstances. Shipping fees will also not be returned under any circumstances.

If puppy is found to have a life-threatening genetic defect within the first year of it’s life a statement and records from a licensed veterinarian confirming diagnosis must be faxed from Purchaser’s veterinarian directly to Breeder’s veterinarian.

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Copies must also be emailed to Breeder. Purchaser’s veterinarian must be available to speak with Breeder’s veterinarian. Breeder reserves the right to request a second opinion by a veterinarian of Breeder’s choosing and will be at the cost of the Breeder. Purchaser agrees to notify Breeder within 24 hours of diagnosis. If a life threatening congenital defect is confirmed Breeder will pay to have puppy shipped back to Breeder. Purchaser will receive a replacement puppy as soon as a puppy is available. No monies will be returned to Purchaser. Breeder MUST receive puppy and all registration papers regarding the puppy in order to qualify for a replacement puppy.

In the unlikely event the puppy should die within the first year of it’s life due to a congenital defect the Purchaser agrees to assume financial responsibility for an autopsy to be performed on the puppy by a licensed veterinarian. The autopsy report MUST include the microchip number of the puppy. The report must be emailed to Breeder within 24 hours of autopsy results. If the death occurred due to a genetic defect Purchaser will receive a replacement puppy of comparable or better quality as soon as a puppy is available. No monies will be returned to Purchaser.

Purchaser agrees to:

Feed the puppy only quality brand(s) of puppy food. Purchaser agrees to NOT feed puppy raw or homemade food, low quality dog food, adult formulations before 1 year of age, an excessively high protein diet, or no grain formulations of food (unless under the direction and supervision of a veterinarian). Breeder will not be responsible for any adverse effect of feeding these types of diets (EX: heart failure, poor organ development, salmonella or E.coli, etc).

Purchaser agrees to follow their veterinarian’s schedule for vaccinations, deworming, and checkups.

Purchaser agrees to provide puppy with adequate shelter, water, food, toys, and socialization.

Purchaser agrees to not breed puppy before this guarantee/warranty expires, regardless of gender. Purchaser agrees to not breed puppy after the age of 1 unless full AKC registration (breeding rights) was obtained through Breeder.

Purchaser agrees to read all literature provided by Breeder to better understand the needs of their puppy.

Purchaser agrees to refrain from taking puppy into environments that could be hazardous to their health, especially before puppy is fully vaccinated.

Purchaser acknowledges that French Bulldogs are a delicate breed of dog and certain precautions need to be taken regarding climate, temperature, non destructible toys, jumping etc. Breeder will provide literature regarding these topics and more.

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urchaser agrees to avoid providing rawhide products for treats. These products can cause serious intestinal problems for many dog breeds.

Purchaser agrees to only provide stuffed/plush toys under close supervision. French Bulldogs can be powerful chewers. They can very quickly rip open these types of toys. If your puppy ingests foam, squeakers, stuffing, etc it will almost always result in an intestinal blockage requiring a very expensive surgery.

Purchaser agrees to limit the amount of and the height from which their puppy jumps. Excessive jumping and more commonly jumps from porches, couches, and beds can result in either immediate spinal issues or a gradual onset of spinal pain/problems to develop.

Purchaser acknowledges that French Bulldogs are prone to allergies, most commonly outdoor seasonal allergies. Purchaser agrees to formulate a treatment plan or plan of prevention with their veterinarian.

EXCLUSIONS

This guarantee does not apply to afflictions that are considered to be common and generally treatable among the French Bulldog breed. These include but are NOT limited to: intestinal parasites (all types of worms, Giardia, Coccidia, etc), cherry eye, entropion allergies (including skin), stenotic nares (collapsed nostrils), autoimmune disorders, loose hips, elongated soft palate, all types of mange, deafness, kennel cough, ear or skin mites, small trachea, undescended testes, luxated patellas (grade 1-2), herniations, or spinal injuries.

Breeding your puppy before the age of one year old voids this warranty in entirety.

Breeder will NOT accept any examination records or a diagnosis given by or originating from any Banfield Veterinary Clinic or it’s affiliates. These clinics are commonly known as the clinics found in some PetSmart stores.

This warranty/guarantee is not transferable. If puppy is sold or transferred to another party this guarantee becomes null and void.

If Purchaser declines a replacement puppy the Breeder and the Purchaser shall be under no further obligation, and it will be deemed that the Purchaser has released the Breeder from any and all further actions. If Purchaser does not accept a replacement puppy within one year from time of original puppy’s death or return Purchaser agrees it will be deemed that Purchaser has declined the replacement puppy and the breeder shall be under no further obligation.

Any conditions caused by neglect, accident, or injury is not covered under any part of this warranty.

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SALE TERMS:

All deposits are absolutely NON REFUNDABLE. Puppies will not be held until the deposit of $500 and this signed agreement is received by Breeder.

Purchaser acknowledges that no monies will be returned (unless puppy is deemed unhealthy or to have a serious issue by our veterinarian). Deposits CAN by applied to another puppy of Purchaser’s choosing for up to one year from the date of the original deposit only.

All puppies must be paid for before they reach 8 weeks of age (unless pick up arrangements have been made) or they will become available for purchase again and Purchaser forfeits their deposit.

Puppies cannot leave Breeder’s possession until they are at least 8 weeks old and have been paid for in full.

Any applicable delivery fees must be paid in full before any arrangements will be made.

Puppies being delivered will be able to leave any time after 8 weeks of age pending delivery arrangements.

Breeder uses a highly reputable ground transport company. The transport company will provide Purchaser with info pertaining to delivery date, estimated arrival time, and meeting location. Delivery personnel will contact the Purchaser an additional 1-3 times to provide status updates. Generally, Purchaser will also be able to track their puppy using the Life360 app.

The current charge for ground transport is $450. Delivery fees must be paid in full before any arrangements will be made. Delivery dates may be changed or delayed due to weather and traffic conditions, concern for the health of the puppy, or other unforeseen circumstances. Purchaser will be notified immediately by the transport company or Breeder should this occur. The Breeder shall not be liable directly or indirectly for any delays, nor shall any delays be reason for cancellation of purchase.

Breeder accepts payments through Paypal or by cash. Paypal invoices can be sent to the Purchaser for deposit and any future payments. Purchaser will be provided Quickbooks generated receipts of all monies paid to Breeder.

Purchaser agrees to use a Paypal account that belongs to them and/or fellow

Purchasers.

Breeder will pay the 3% PayPal fee associated with payment of deposit or balance. Purchaser is responsible for any additional fees charged by their financial institution, should they occur. Breeder will pay any applicable Missouri and county sales tax regarding this purchase.

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If at any time Purchaser feels they can no longer care for their French Bulldog, Breeder will assist Purchaser in finding a new home for their French Bulldog. Purchaser can surrender the dog to the Breeder if they choose.

Puppies are sold with Limited AKC registration (pet registration) unless otherwise noted. Full AKC registration (breeding rights) are available for an additional fee if Breeder and Breeder’s veterinarian deems the puppy is fit to breed. Any puppy deemed not suitable for breeding by Breeder’s veterinarian or by Breeder will not be eligible for full AKC registration. Purchaser agrees to not breed puppy before the age of 1 and to not breed puppy unless full AKC registration was obtained from Breeder. No guarantees are made regarding temperament, color, size, conformation, or ability to breed.

The Breeder reserves the right to refuse, terminate or suspend this sale at any time if the Breeder deems the transaction is not in the best interest of the puppy. In this case all monies will be refunded to the Purchaser.

In the event of any litigation pertaining to the puppy covered by this Health Guarantee and Sales Agreement, both the Breeder and the Purchaser 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 Missouri and litigation arising from any possible breach of this Health Guarantee and Sales Agreement shall be exclusively adjudicated in the County of Howell, in the State of Missouri, exclusively under Missouri 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. This is the total agreement between Rolling Hills Frenchies LLC and the Purchaser and no other terms or conditions shall be valid to this sale. The Purchaser 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 Missouri, County of Howell, according to and by Rolling Hills Frenchies LLC Health Guarantee and Sales Agreement. Further, Purchaser(s) accept the terms and conditions of the Health Guarantee and Sales Contract provided by Rolling Hills Frenchies LLC. A signed copy of this contract will be included in Purchaser’s AKC Bred with Heart puppy folder provided by Breeder.

Purchaser(s) signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Breeder signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

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