

Titan's American Bulldogs

Puppy Purchase Agreement

The following contract will serve to outline the terms of sale as well as the expectations and responsibilities of both Titan's American Bulldogs further referred to as (Seller) and _____ further Referred to as (Buyer) as it pertains to the sale and purchase of one (1) American Bulldog Puppy.

Article 1: Introduction

This agreement is entered into with full agreement by both the Seller and Buyer On this ____ day of _____, 20____, for the sale/purchase of the puppy specified in Article 1.2: Puppy Identification.

1.1 Identification of parties:

Seller: Titan's American Bulldogs
Richard and Cynthia Mahoney
867 Kent, Ohio 44240
titansabs@gmail.com

Buyer: _____

1.2 Puppy Identification:

This _____ (male/female) puppy was born on _____ 20____ to
Sire _____ and Dam _____
Color _____ Microchip # _____
Breeding Rights: _____

Article 2: General Information

The Seller strives to place puppies in appropriate homes based on their individual needs and thus reserves the right to refuse any sale of a puppy to any person(s) if the seller determines that the puppy requested will not be a good fit for the Buyer. In the event that the seller determines that a Puppy is not the correct fit for Buyer any and all deposits for said puppy will be refunded to the Buyer.

The Buyer acknowledges that the American Bulldog is a large and powerful breed, is familiar with the traits of the American Bulldog and is cognizant of the importance of training and socialization. The Buyer agrees that he/she bears responsibility for the training and socialization of the dog, and responsibility for the safety of the dog and others with whom the dog interacts. The Buyer accepts all risks and responsibilities for owning the dog and acknowledges that he/she has the sole responsibility for ongoing, lifetime socialization and training for the dog as appropriate for its age and level. If at any time,

there is neglect, abuse or illegal activity involving this canine; said canine is subject to immediate forfeiture to the Kennel.

All puppies are sold with the intent of being a companion animal and require the puppy to be spayed/neutered by the age of _____ months. Exception may be made only in the case of conscientious breeders who health test and work /show their breeding stock. No guarantee is made regarding the ability of the aforementioned puppy's ability to reproduce, compete in the show ring or in working events.

In the event of the purchase of a male puppy with full breeding rights the Seller reserves the right for up to two breeding to said male upon him reaching proper age. The buyer will not be responsible for any costs associated with the breeding.

You can send a non-refundable deposit to hold pick spot in the litter, puppies must be paid in full by the age of six weeks old unless otherwise noted (_____ weeks) if you're having the puppy shipped it has to be paid in full at least 5 days before said pup can be shipped, if said puppy is not paid in full by the age of 8 weeks your deposit will be forfeited and the puppy will be placed back up for sale.

Any and all legal proceedings will take place in Portage County in the state of Ohio, the residence of the Seller, this contract is valid the entire life of the canine unless transferred to a subsequent owner.

Article 3: Terms

- Both parties agree to the purchase price of \$_____ ¹
- The Buyer agrees to take the puppy to the vet within 72 hours of receiving the puppy. If at that time the puppy shows signs of illness or life threatening defects the warranty described in Article 4: Warranty will apply.
- The Buyer agrees to provide the dog with the proper exercise, diet, shelter, general care and properly maintain adequate accommodations for an American Bulldog considering its size and weight.
- The Buyer agrees to provide regular veterinary care including checkups, booster vaccinations and any other care needed by the dog (regular worming, illnesses, injuries, etc.).
- The Buyer agrees that the dog shall be maintained and kept under Buyer's control at all times and not allowed to run at large.
- The Buyer agrees that he/she bears responsibility for the training and socialization of the dog, and responsibility for the safety of the dog and others with whom the dog interacts.
- The Buyer accepts all risks and responsibilities for owning the dog and acknowledges that he/she has the sole responsibility for ongoing, lifetime socialization and training for the dog as appropriate for its age and level.
- The Buyer agrees that the Seller may continue to use the dog's name, picture and/or information in advertising the Kennel or other dogs.

¹ Any puppy sold under the amount of \$700 DOES NOT come with a guarantee and will not be subject to a replacement for any reason.

- The Buyer agrees to register and advertise all canines purchased from Titan's American Bulldogs bearing either the prefix or suffix "Titan's" behind or in front of their elected name. E.g. "Blaze" must be "Blaze of Titan's" or "Titan's Blaze" on all registration paperwork as well as any advertising and marketing done using this canine. All dogs bred by Titan's American Bulldogs must bear this name or the contract may be considered void and the dog and any monetary value gained be returned to the Seller.
- **In the event that the Buyer is unable to keep the dog for any reason, the Buyer agrees to immediately contact and return the puppy to the Seller.**
- The Seller agrees to submit all registration papers to the buyer after proof of spay/neuter, or in the case of a puppy purchased with breeding rights the Seller agrees to submit registration at the time of purchase.
- The Seller agrees to provide the Buyer with a Vet checked puppy current on all shots and deworming appropriate for the puppy's age upon delivery with accompanying paperwork.
- The Seller agrees to have the puppy micro-chipped before the Buyer takes possession of the puppy.

Article 4: Warranty

The Seller guarantees for a period of 2 years from the date of birth that the Puppy will be free of "Genetic Defects" such as Hip Dysplasia or any other "Life Threatening" defects unless improper care or injury is the suspected culprit in any case.

The Seller reserves the right to seek a second opinion by the seller's vet(s) in any and all cases wherein the Buyer seeks to utilize this warranty. The fees associated with the cost of the second opinion will be the responsibility of the buyer. The warranty is applicable only to the original Buyer and is not transferable to any third party. The Buyer agrees the remedies listed below are the only remedies available.

If the puppy is found to have Hip Dysplasia or any other life threatening problem within the warranty period all vet reports, Penn Hip reports, and any other testing reports done to determine the defect must be submitted to the Seller at time of claim. All testing and vet fees associated with the aforementioned puppy are the responsibility of the buyer once the buyer takes possession of the puppy.

If the Buyer meets the necessary conditions for warranty, the Kennel agrees to a one time puppy replacement with a puppy of equal value at which time the Kennel is reasonably able. The Buyer bears the responsibility for shipping the previous dog to our Kennel, should he/she seek puppy replacement. Should the Buyer decide to keep the dog, the only remedy available to him/her is 50% off the puppy price of a puppy of equal value when the Kennel is reasonably able and the Buyer provides proof of spay/neuter and the Buyer further accepts responsibility for any medical expenses for the canine. The warranty is null and void if the Buyer has failed to comply with the terms of the warranty or has committed an act listed under Article 5: Voiding The Warranty.

Article 5: Voiding the Warranty

In the event of breach of this agreement, the Buyer agrees to pay all expenses of retaking, holding, preparing for sale, selling, and expenses as may be allowed by the law and incurred by the seller in enforcing his/her rights under this security agreement. The dog may be subject to forfeit if the Buyer does not fulfill his/her obligations

The following shall be considered a breach of contract and will VOID any and all warranties on the puppy:

- 1) The puppy has been found to have been neglected in any way.²
- 2) The puppy has been used for fighting.²
- 3) The puppy has been abused in any way.²
- 4) The puppy has been bred (Male or Female) without having full breeding rights.²
- 5) The puppy has been bred (Male or Female, by choice or accident) before one year of age.
- 6) The puppy has not had all puppy shots and routine veterinary care.
- 7) The puppy has been subjected to weight pulling before one year of age.
- 8) The puppy has not been taken to the vet within 72 hours of being in the Buyers possession.

Article 6: Acceptance

By signing below, both parties affirm that they have read and understood this agreement:

Signature (Seller) _____ Date _____

Signature (Buyer) _____ Date _____

² This breach of contract is considered a serious breach and will not only result voiding the warranty but also in forfeiture of the puppy to the Seller from the Buyer at the cost of the Buyer.