

# FLORIDA STATE BULLYS

## *Puppy Contract*



This contract is written for the protection of both the breeder and the buyer- however, it is primarily written to protect the health and overall, wellbeing of the puppy.

Please read the health guarantee completely before putting a deposit on a puppy. **By putting a deposit on a puppy, you are agreeing to the terms and conditions within this contract.**

1. We require a \$1,000 dollar deposit to hold the puppy of your choice.
2. The deposit is NON-REFUNDABLE unless there is a problem with the health of your puppy. In that case, the Buyer will have their choice of a full refund or transferring that deposit towards another puppy when one is available.

**\*\* Please be certain that you are ready for the time commitment and financial responsibility of a puppy prior to putting a deposit on one. \*\***

Seller (Florida State Bullys) guarantees puppy to be in good health at time of pickup, with current vaccinations, free of Distemper, Parvo, Parainfluenza, and any life-threatening genetic defects.

**Shipping:** Shipping is the responsibility of the purchaser (client). Seller will not be held responsible for care and condition of puppy while in a 3rd party transport. Seller will recommend a shipper; however, shipping is the responsibility of purchaser.

**Health Guarantee:** The Breeder guarantees this puppy to be of sound health and temperament at the time of sale. The Buyer agrees to take this puppy to a licensed veterinarian of their choice within 5 days. Dehydration, Diarrhea, Hypoglycemia, Coccidia, Kennel Cough, Internal and External Parasites, Giardia, Fungal Infections, colds, allergies, or any condition that can be corrected by Veterinarian treatment and any other preventable conditions are NOT covered. However, the Breeder will disclose any known illnesses or health issues prior to the sale. Puppies will be deworming prior to shipping. At a minimum, the first set of shots will be given as well as several deworming. Follow up shots are the responsibility of the buyer. Any puppy that develops an illness related to lack of shots or deworming will not be replaced. Buyer is responsible for upkeep and vaccinations of puppy once it leaves the seller's care.

If it is determined the puppy has any genetic defect, Breeder will replace the puppy with an available puppy from the same litter or future litter according to the number pick purchased. We the breeder reserve the right to a copy of documentation from licensed vet proving genetic defect as well as reserving the right to a second opinion. All requested documentation will be reviewed by our chosen licensed veterinary clinic.

If you are purchasing a blue coated puppy, buyer should know and understand that blue coated dogs are more prone to skin and coat issues. This is the result of the blue coat coloring. Seller does not guarantee against skin and coat problems, we (Florida State Bullys) will not be held responsible for skin and coat problems associated with blue coloring. Additionally, we do not guarantee against dysplasia/ osteochondritis such as but not limited to dysplasia of the hips, elbows, shoulders, etc. Dogs that are large and reach a weight of 90-100 lbs. + and over are prone to dysplasia, as it is a polygenic trait that is affected by environmental factors.. We do not and cannot guarantee perfect Hips, elbows, shoulders, etc. on our dogs. The buyer assumes the risk when purchasing one of our puppies or dogs.

**Buyers Responsibility:** Purchaser (client) agrees to provide a safe and loving home for their new puppy and agree they will not use new puppy for any type of illegal activity. If at any time, the purchaser is found to be using or engaging puppy or dog in any type of illegal activity. Breeder (Florida State Bullys) reserve the right to regain possession of puppy (dog) without a refund. We do not tolerate or condone dog fighting and will pursue legal action against buyer (client) to regain ownership rights to the animal in question.

**Deposits/Refunds:** Deposits will be taken on a first come, first serve basis. To reserve a puppy, an initial deposit of \$1,000 is required. There shall be **NO REFUNDS** of the deposit once your puppy is picked. If the puppy that you are looking for is not born, your deposit will be fully refunded, or you may transfer it to a future litter. Failure of the Buyer to complete this purchase would subject Breeder to lost opportunities to sell the puppy to another Buyer and retention of the deposit or any other payment is meant to compensate Breeder for loss of other opportunities to find a suitable home, loss of income and extra expenses. This deposit signifies the intent on the part of the Buyer to follow through with the purchase of this puppy.

**Open Door Policy:** If at any time the purchaser (client) can no longer care or provide for the puppy or dog, breeder will gladly accept the pup back. Seller (Florida State Bullys) does not wish to see any of our productions in shelters. If at any point in time buyer can no longer provide quality care for the puppy or dog, buyer agrees to contact breeder (Florida State Bullys) We reserve first right to dog under these conditions.

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**Registration:** The breeder (Florida State Bullys) reserves the right to include our kennel name on the puppy registration paperwork. Removing our kennel name on paperwork is a direct breach of contract. All puppies purchased from Breeder (Florida State Bullys) must keep their original paperwork and papers and names cannot be illegally changed or altered.

**Payment Provisions:** Payments made with Zelle/PayPal/ CashApp/ Venmo or the like CAN NOT be disputed for any type of payment reversal. All money/payments placed on a puppy are NON- REFUNDABLE (unless previously agreed upon in writing by the Breeder). We have a strict NO PayPal/Credit Card Charge back refund policy, and any Buyer who attempts to dispute a transaction will lose all money placed on their puppy and any rights to purchase a puppy from us now and in the future. Buyer will be charged a \$5,000.000 (Five Thousand Dollars and no cents) fee for breach of contract terms if they attempt to do any payment reversal/charge back and will be fully responsible for any and all legal fees associated with Breeder's court expenses; including but not limited to court fees, filing fees and reasonable attorney's fees. This Agreement shall be governed by and construed in accordance with the laws in the State of Texas.

**Payment Schedule:** Full balance is due by 8 weeks of age. Once payment is fully cleared, we will ship the puppy to you, or you may pick the puppy up once we have assessed the puppy's readiness and received the health certificate from our licensed veterinarian. If for any reason the Buyer cannot complete the transaction by the time the puppy is ready to leave; the Buyer defaults and understands the reserved puppy will be offered to the next available Buyer on our waiting list with no refunds given unless previously agreed upon in writing.

Breeder represents and warrants that the puppy herein described is a purebred and is eligible for registration with the American Bully Kennel Club (ABKC) and that s/he will supply the ABKC registration papers to buyer when same are received from the ABKC.

### Breeder and Buyer hereby agree:

- The puppy is sold as a pet, with no registration, and must be spayed/neutered at no earlier than 18 months of age no later than two years of age (as early spay/neuter can be detrimental to the dogs overall health and wellness).
- The puppy is sold with breeding rights, or "Full Rights"

**By signing this contract buyer agrees with everything stated above and understand deposit is nonrefundable.**

Buyer (Client) Full Name : \_\_\_\_\_  
Buyer (Client) Address: \_\_\_\_\_  
Buyer (Client) Email Address: \_\_\_\_\_  
Buyer (Client) Phone Number: \_\_\_\_\_  
Dam: \_\_\_\_\_  
Sire: \_\_\_\_\_  
Pick# \_\_\_\_\_ Gender: \_\_\_\_\_  
Total Price: \_\_\_\_\_  
Deposit: \_\_\_\_\_  
Remaining Balance: \_\_\_\_\_  
  
Buyer (Client) Signature: \_\_\_\_\_  
Breeder Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**By signing you understand this is a legal document and binding contract.**