

SALES AGREEMENT FOR DOG OR PUPPY

THIS AGREEMENT made the day of	, 20 by	and between:
Buyer:		
Name:		
Address:		
Phone:	Email:	
and		
Seller:		
MASTER BULLDOGS CORP, with address at Email address: admin@masterbulldogsmiami.com.	, Ph	one Number: 7862961783 and
UPON PAYMENT of the sum of \$		
Name of Dog:	·	
Breed:		
Date of Birth:	Sex:	·
Registration #	(if any):	
Sire Name:	Sire Registration	# (if any):
Dam Name:	Dam Registration	# (if any):
Bred by Seller? If no, name of breeder:		·
Date acquired:		

State of health:	
The parties accept and agree to be bound by the purchase and sale of the Dog.	attached Terms and Conditions governing the
Date:/	
Signature of Buyer.	
Signature of Seller.	

TERMS AND CONDITIONS

1. <u>Deposit, Payment of Purchase Price, Fees.</u>

Buyer has paid a deposit of \$, with payment of the balance of \$	due upor
release of the Dog to Buyer. The expected	delivery date is	, or such other
date the parties may mutually agree. Paymer	nt of the balance may be made by cash, cash	ier's check, money
order, or PayPal (3% surcharge applies).		

2. Acknowledgements by the buyer

Buyer acknowledges and agrees that Seller will forfeit the deposit and any rights to the Dog if:

- (a) Buyer fails to complete the purchase of the Dog for any reason, or;
- (b) Buyer fails to pay the balance of the Purchase Price within _8___ days of the agreed delivery date. In either event, Seller shall be free to sell the Dog to another party.

3. Purchase price is non-refundable

In the event that the Dog is not available due to sickness, death, or <u>any other circumstance</u>, the seller will provide the buyer with a dog of the same characteristics as the chosen puppy, as soon as a new dog is available. Unless, the parties agree to replace the dog with a puppy with different characteristics the, in this case the dog must be of the same or higher value of the original. The seller will present options to the buyer upon notification. Furthermore, the Buyer acknowledges that the purchase price is **NOT REFUNDABLE**.

The parties also agree that the buyer shall have three (3) business days upon receipt/delivery of the dog to take the puppy to the veterinary and conduct the necessary check ups. If there is anything that prevents the buyer from keeping the dog due to a diagnosis by the veterinary. The seller will (upon receipt of a proper note and diagnosis from the veterinary) provide a replacement dog in accordance with the terms of this section. If the buyer fails to notify the seller of any issues with the dog within three (3) business days, the seller will not be liable for replacement of the dog.

4. Transfer of Ownership and Registration.(ONLY IF APPLICABLE)

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer.

5. Seller's Representations and Warranties.

Seller represents and warrants to Buyer that:

- (a) Seller has full right and authority to sell the dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.

- (c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
- (d) The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 3 days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian for a replacement puppy in accordance to the terms of section 3 of this agreement. Failure by Buyer to have the Dog examined within the 3 day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void. The purchase price is not refundable.
- (e) This Guarantee does NOT cover the conditions that are known to be the common genetic/ medical conditions to this type of breed.

Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization, failure to vaccinate and any other circumstance where the dog has been placed in danger. Buyer agrees that they have thoroughly researched the breed being purchased, and understand the many health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.

- (f) Seller shall deliver the puppy with the appropriate vaccine(s) that is/are due at the time and age of the delivery of the puppy to the buyer. Once the buyer has received the puppy, the duty to vaccinate and keep the vaccine schedule up to date shall be the sole responsibility of the buyer.
- (g) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer unless the Dog's return was a result of any misrepresentation on the part of Seller with respect to the Dog's health.

6. Fitness of Purpose.

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

7. Buyer's Representations.

Buyer represents to Seller that:

- (a) Buyer will have the Dog spayed or neutered by the age of six months.
- (b) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.
- (c) Buyer will keep the Dog in an enclosed area of adequate size, and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.

- (d) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (e) Buyer is not acting as agent for any other person or business in the purchase of the Dog.
- (f) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
- (g) In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

8. Indemnity and Release.

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

9. Limitation of Action.

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

10. Governing Law and Personal Jurisdiction of the parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, the venue shall be in the courts of the County of Miami Dade, Florida. The parties agree and consent to Personal Jurisdiction in the courts of the courts of the state of Florida.

11. Entire Agreement.

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Date:			_•	
Signature	e of Bu	ver.		—:

Date:			
·			
Signature of Seller			
Acknowledgement of Receipt.			
I acknowledge that I have received the Dog into my possession.			
Date:			
Signature of Buyer			