

DANSHI'S BULLIES THREE YEAR HEALTH GUARANTEE & SALES AGREEMENT

<p>DATE:</p> <p>BUYER:</p> <p>RESERVATION FEE (S): \$ TOTAL: - DUE BY:</p> <p>PURCHASE PRICE (S): \$ TOTAL:</p> <p>TRANSPORTATION FEE: \$</p> <p>FINANCED: APPROVAL #:</p> <p>BALANCE DUE BY:</p>	<p>BREED:</p> <p>PUPPY NAME (S):</p> <p>REGISTRATION TYPE: <input type="checkbox"/> AKC FULL REGISTRATION OR <input type="checkbox"/> AKC LIMITED REGISTRATION</p> <p>D.O.B: SEX: COLOR:</p> <p>SIRE: DAM:</p> <p>MICROCHIP #: MICROCHIP #:</p>
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1. DANSHI'S BULLIES (SELLER) GUARANTEES THAT THIS PUPPY/DOG WILL BE UP TO DATE ON FLORIDA STATE REQUIRED INOCULATIONS; WILL RECEIVE A COMPREHENSIVE EXAMINATION BY OUR VETERINARIAN, A FECAL SCREENING, AND A FLORIDA STATE HEALTH CERTIFICATE.
2. DANSHI'S BULLIES (SELLER) REPRESENTS THAT THE PUPPY/DOG SOLD HEREUNDER IS FREE OF WORMS, FLEAS, AND OTHER INTERNAL OR EXTERNAL PARASITES TO THE BEST OF SELLER'S KNOWLEDGE.
3. DANSHI'S BULLIES (SELLER) GUARANTEES THIS PUPPY/DOG TO BE IN GOOD HEALTH AT THE TIME OF SALE.
4. THE PUPPY/DOG IS GUARANTEED AGAINST ANY FATAL AND CONGENITAL LIFE-THREATENING DEFECTS UNTIL THREE YEARS OF AGE. INCLUDES LIVER, KIDNEY, HEART, PANCREAS, AND SPINE DISEASE. CONDITIONS; MUST BE OF A SEVERE LIFE-THREATENING NATURE. BUYER IS AWARE THAT THE STRESS OF MOVING THE PUPPY/DOG MAY CAUSE SOFT STOOLS, PLEASE GIVE YOUR PUPPY/DOG TIME TO ADJUST TO HIS/HER NEW ENVIRONMENT.
5. IF THE PUPPY/DOG PARISHES DUE TO ANY UNFORESEEN CIRCUMSTANCES UNDER THE CARE OF (SELLER) DANSHI'S BULLIES; THE BUYER WILL HAVE THE OPTION TO CHOOSE THE NEXT AVAILABLE PICK OF LITTER PUPPY, OR WAIT UNTIL THERE IS A REPEAT BREEDING WITH SAME PARENTS, OR WAIT UNTIL THE NEXT LITTER IS BORN TO HAVE THE NEXT AVAILABLE PICK OF LITTER OF EQUAL QUALITY AND VALUE.
6. YOUR PUPPY/DOG WILL COME WITH THE FOLLOWING CARE PACKAGE:

<ul style="list-style-type: none"> ▪ THREE YEAR HEALTH GUARANTEE ▪ AKC REGISTRATION FORM ▪ UP TO DATE ON FL STATE REQUIRED VACCINATIONS ▪ UP TO DATE ON DEWORMINGS ▪ MICROCHIPPED 	<ul style="list-style-type: none"> ▪ 30 DAYS OF FREE TRUPANION INSURANCE FORM ▪ FECAL SCREENED NEGATIVE ▪ FLORIDA HEALTH CERTIFICATE BY A LICENSED VET ▪ SAMPLE OF PURINA PRO PLAN FOCUS PUPPY FOOD 	<ul style="list-style-type: none"> ▪ COLLAR OR HARNESS ▪ LEASH ▪ DANSHI'S 24/7 LIFETIME SUPPORT ▪ TOY(S)
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7. TERMINATION OF THE HEALTH GUARANTEE AND CONTRACT REGARDLESS: IF SAID PUPPY/DOG WAS BRED (WITHOUT FULL REGISTRATION RIGHTS), LOST, STOLEN, TRANSFERRED, SOLD, HAVE ANY SIGNS OF ABUSE, NEGLECT, STRESSED, PERISHED (DUE TO BUYERS NEGLECT) AND OR IF VACCINATIONS, HEARTWORM PREVENTIVE AND DEWORMING RECORDS ARE NOT UP TO DATE.
8. DANSHI'S BULLIES (SELLER) ASSUMES NO RESPONSIBILITY OF THIS PUPPY/DOG AFTER LEAVING THE PREMISES. BUYER PAYS FOR ALL SHIPPING/TRANSPORT EXPENSES.
9. DANSHI'S BULLIES (SELLER) **WILL NOT** GUARANTEE ANY OF THE FOLLOWING:

<ul style="list-style-type: none"> ● FITNESS FOR BREEDING (UNDESCENDED TESTICLE, LITTER SIZE, ETC.) ● ANY COSTS FOR CARING, MAINTENANCE, MEDICAL EXPENSES, ETC. 	<ul style="list-style-type: none"> ● INHERITABLE TRAITS NOT AFFECTING HEALTH (COAT COLOR, EAR SET, HEIGHT, SIZE, WEIGHT, OR APPEARANCE) ● CONFORMATION/SHOW PERFORMANCE ● TRANSPORTATION / NANNY FEES 	<ul style="list-style-type: none"> ● BREED RELATED CONDITIONS (CHERRY EYE, ENTROPION, ALLERGIES, HIP/ELBOW DYSPLASIA, PATELLA LUXATION, ETC.) ● BRACHYCEPHALIC SYNDROME
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10. IF THE BUYER IS "PRE-PAYING" THE RESERVATION FEE IN ADVANCE TO RESERVE THE NEXT AVAILABLE PLACE FOR PICK OF LITTER (POL) PUPPY(S) FOR A PLANNED LITTER(S) (PUPPIES THAT ARE NOT YET BORN OR BREEDING HASN'T BEEN COMPLETED); THE RESERVATION FEE WILL BE APPLIED TO THE BALANCE. IF THE DAM WASN'T ABLE TO PRODUCE A LITTER, OR THE PUPPY PARISHES IN OUR CARE, OR YOU ARE NOT SATISFIED WITH THE PUPPIES THAT WERE BORN IN THAT LITTER, OR THERE IS NOT ENOUGH PUPPIES BORN TO PICK YOUR PICK OF LITTER PUPPY, YOU WOULD HAVE THE OPTION TO WAIT FOR US TO DO A REPEAT BREEDING OR YOU MAY TRANSFER YOUR BALANCE TO ANOTHER PLANNED LITTER OR AVAILABLE PUPPY, SUBJECT TO AVAILABILITY.
11. FOR THE **THREE-YEAR HEALTH GUARANTEE TO BECOME EFFECTIVE** FOR THE SAID DOG/PUPPY, BUYER(S) MUST HAVE THEIR PUPPY/DOG EXAMINED **WITHIN 48 BUSINESS HOURS** AFTER RECEIVING THE PUPPY/DOG, BY A CERTIFIED LICENSED VETERINARIAN. BUYER MUST INFORM THE SELLER BY EMAIL THE VETERINARIAN EXAM RESULTS. FAILURE TO DO SO VOIDS THIS HEALTH GUARANTEE.
12. BUYER IS REQUIRED TO PROVIDE THE PUPPY/DOG WITH ROUTINE PREVENTATIVE CARE SUCH AS BUT NOT LIMITED TO:

<ul style="list-style-type: none"> a. ANNUAL COMPREHENSIVE PHYSICAL EXAMS b. VETERINARIAN GUIDELINES ON DEWORMING, HEARTWORM/FLEA & TICK PREVENTATIVES, AND VACCINATIONS 	<ul style="list-style-type: none"> c. CORRECTIVE HOUSING AND TRAINING d. VETERINARIAN CARE WHEN NEEDED
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13. SHOULD THE PUPPY/DOG BE DIAGNOSIS WITH **A LIFE-THREATENING GENETIC DEFECT** (SUCH AS DESCRIBED IN PARAGRAPH "4" WITHIN THREE YEARS OF AGE), THE PUPPY/DOG WILL BE REPLACED ONLY IF YOUR LICENSED VETERINARIAN PERFORMED A NECROPSY (IF

PERISHED); PROVIDED MEDICAL RECORDS DETAILING THE FINDINGS/DIAGNOSIS, LABORATORY RESULTS, RADIOGRAPHS, NECROPSY REPORT, INCLUDING CLINIC ADDRESS, PHONE NUMBERS, SPECIALTY, AND LICENSE NUMBERS. DOCUMENTATION WILL NEED TO BE PROVIDED TO OUR VETERINARIAN AND DANSHI'S BULLIES (SELLER) WITHIN 24 HOURS FROM THE DATE OF DIAGNOSIS. WE RESERVE THE RIGHT TO HAVE THE DOG RE-EXAMINED BY OUR OWN VETERINARIAN AND IF OUR VETERINARIAN CONFIRMS THE DIAGNOSIS, WE WILL REPLACE SAID PUPPY/DOG WITH ONE OF EQUAL QUALITY/VALUE WHEN THERE IS AN AVAILABLE PUPPY. REPLACEMENT PUPPY IS TO BE CHOSEN WITHIN A TWELVE-MONTH PERIOD. IF THE BUYER(S) DOES NOT CHOOSE A PUPPY/DOG WITHIN THE ALLOTTED TIMEFRAME, THE BUYER WILL HAVE FORFEITED ANY CLAIM TO ANOTHER PUPPY/DOG. BUYER IS RESPONSIBLE FOR ALL COSTS.

- 14. IF THE BUYER CAN NO LONGER CARE FOR THE DOG/PUPPY, PLEASE DO NOT GIVE HIM/HER AWAY. PLEASE CONTACT US AND WE WILL TAKE THE DOG/PUPPY BACK. **NO REFUNDS OR EXCHANGES.**
- 15. AKC LIMITED REGISTRATION SALES **REQUIRES** THE PUPPY/DOG TO BE NEUTERED OR SPAYED BY **ONE YEAR OF AGE.** DOCUMENTATION FROM YOUR VETERINARIAN WILL NEED TO BE EMAILED OR FAXED TO THE SELLER FOR THIS GUARANTEE TO **REMAIN IN EFFECT.**
- 16. AKC FULL REGISTRATION SALES REQUIRES THAT IF THE SAID DOG IS A FEMALE, SHE WILL NOT BE BRED NO MORE THAN THREE TIMES IN HER LIFETIME, THEN SPAYED AFTER HER LAST LITTER. ALL BREEDING PETS SHOULD BE BRED RESPONSIBLY WITH BREED RELATED HEALTH TESTING, PREVENTATIVE CARE, MAINTENANCE, AND VETERINARIAN CLEARANCES.
- 17. **ALL RECIPIENTS WHO PURCHASED THEIR PET OVER THE INTERNET SIGHT UNSEEN WILL HAVE TO SIGN A VISUAL INSPECTION FORM FROM THE TRANSPORTER OR DANSHI'S BULLIES (SELLER). THE ACTUAL PURCHASER/BUYER MUST BE PRESENT WHEN ACCEPTING THE ANIMAL SO THAT THEY CAN HAVE A FACE TO FACE INTERACTION AND VISUALLY INSPECT THAT WHAT THEY PURCHASED IS INDEED WHAT WAS DELIVERED.** THE BUYER HAS THE RIGHT OF REFUSAL BEFORE TAKING POSSESSION. SHOULD THE BUYER REFUSE THE ANIMAL, OR IS NOT ABLE TO PICK UP THE PUPPY, DANSHI'S BULLIES (SELLER) OR THE TRANSPORTER WILL RESUME RESPONSIBILITY FOR THE PUPPY/DOG.
- 18. **ANY BALANCE(S) MUST BE PAID IN FULL BY DUE DATE, PRIOR TO TRANSPORTING OR RECEIVING THE SAID PUPPY/DOG.**
- 19. BUYER WILL NOT DISPUTE ANY FEES AND OR FUNDS PAID INCLUDING ANY CREDIT CARD TRANSACTION AT ANY TIME. IT IS AGREED THAT NO WARRANTY OR REPRESENTATION HAS BEEN MADE WITH RESPECT TO THE SOLD PUPPY/DOG EXCEPT AS SET FORTH IN WRITING IN THIS AGREEMENT. THIS SALE AGREEMENT IS BINDING TO BUYER AND SELLER AND IS NON-TRANSFERABLE. ANY LEGAL ACTION TAKEN WILL BE PAID BY THE BUYER AND WILL TAKE PLACE IN DANSHI'S BULLIES (SELLER) HOMETOWN. THE NON-PREVAILING PARTY IN ANY DISPUTE UNDER THIS AGREEMENT SHALL PAY ALL COSTS AND EXPENSES, INCLUDING EXPERT WITNESS FEES AND ATTORNEYS' FEES, INCURRED BY THE PREVAILING PARTY IN RESOLVING SUCH DISPUTE.
- 20. **ALL SALES ARE FINAL. NO RETURNS, REFUNDS, OR EXCHANGES EXCEPT WHAT IS OUTLINED BY TERMS OF THIS AGREEMENT. IF PAYMENT OR BALANCE IS NOT RECEIVED BY DUE DATE(S), THE CONTRACT/AGREEMENT WILL BE IN DEFAULT AND THE PUPPY/DOG WILL BE AVAILABLE FOR SALE TO THE NEXT APPROVED FAMILY.**

THIS AGREEMENT SETS FORTH AND CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS, NEGOTIATIONS, CORRESPONDENCE, UNDERTAKINGS, PROMISES, COVENANTS, ARRANGEMENTS, COMMUNICATIONS, REPRESENTATIONS, WHETHER ORAL OR WRITTEN, OF ANY PARTY TO THIS AGREEMENT. BY SIGNING THIS CONTRACT, I (BUYER) AGREE WITH THE TERMS AND CONDITIONS OF THE CONTRACT/AGREEMENT. THIS DOCUMENT IS TO BE NOTARIZED.

PLEASE PRINT:

DATE: _____

1. BUYER LAST NAME: _____ FIRST NAME: _____

EMAIL: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP / COUNTRY CODE: _____

SIGNATURE: _____

2. BUYER LAST NAME: _____ FIRST NAME: _____

EMAIL: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP / COUNTRY CODE: _____

SIGNATURE: _____

SELLER: SHIRLEY OCASIO - DANSHI'S BULLIES
SHIRLEY@DANSHISBULLIES.COM | 954-232-4176 CELL SELLER SIGNATURE: _____

ENC: NOTARY DOCUMENT

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, 20____ before me, _____ (**name and title of officer**), personally appeared _____ (**Buyer(s)**), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Document: *DANSHI'S BULLIES THREE YEAR HEALTH GUARANTEE & SALES AGREEMENT*

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature _____

(Seal)

Notary Print Name _____

Buyer Signature _____ Buyer Signature _____