Bingham’s Bulldogs LLC

Webster, FL

352-418-7867

This agreement is made this \_\_\_\_\_day of \_\_\_, \_\_\_\_ , and is between the breeder (seller) and the buyer as named below:

Breeder (seller): \_Bingham’s Bulldogs LLC\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller and buyer are collectively known as “parties”.

The buyer agrees to obtain from the seller an American Bulldog. Sex\_\_\_\_\_\_Color\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REG #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date of Birth\_\_\_\_\_\_\_\_\_\_For the amount of $\_\_\_\_\_\_\_\_\_\_\_

All shipping costs are the responsibility of the buyer and must be paid in full by the buyer prior to delivery of the puppy. . A charge of $25 per day after 9 weeks of age will be added to the price of the dog for boarding, feeding, and any additional vaccinations due during that time period. The full balance due must be paid before the puppy can leave. Any ground transporter you schedule to pick up a puppy from us must show me proof of a USDA transporters license and proof of cargo insurance to cover the loss or damage to your puppy. If they cannot provide me these items, they cannot transport one of our puppies. This is also the same for flight nannies. They must show proof of insurance.

Bingham’s Bulldogs LLC and/or any owner or officer of Bingham’s Bulldogs LLC reserves the right to breed to any male produced by Bingham’s Bulldogs LLC for two (2) breedings at any point in the dog’s lifetime. All breedings are at the expense of the breeder whether it be a live tie breeding or semen collection and shipment. One collection event equals one breeding regardless of how many straws of semen is collected. This option ensures that do not lose an important piece of our program in the event the dog we hold back from the litter does not work out or we are placing a top pick male. This is not guaranteed to happen, however, a right we will reserve. Refusal of this breeding right is a breach of contract.

**THERE ARE NO REFUNDS ONCE YOU TAKE YOUR PUPPY. IN THE EVENT YOUR PUPPY HAS A CONDITION COVERED IN THIS CONTRACT, WE WILL REPLACE YOUR PUPPY WITH A PUPPY FROM THE NEXT AVAILABLE LITTER.**

The seller certifies that, upon receipt, the dog is in good health and has been immunized and wormed according to the accompanying health record of said American Bulldog. This dog has the following conditions now\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The buyer agrees to initiate the FREE thirty days of pet insurance we offer or from their own company before picking up their puppy or before any type of transporter picks up the puppy. There is no cost to the buyer on our plan in most cases and it protects the buyer in the event of an illness acquired during transport. The puppy is leaving our home and it is a stressor to the immune system. Your puppy has been examined by a veterinarian and been tested for protozoa and parasites via a clear fecal exam but with not knowing what has been on your property or along the way to your home it is a safeguard to cover things that may arise. Except New York, there are no up front costs to taking the go home offer and you are not required to keep the insurance after the initial 30 day period. Once you have decided on a pick up day, you will receive an email from our recommended carrier and possibly a phone call to start your coverage. The phone number to call is 855-266-2156. If you live in Florida the activation code is BR3BB91317 and if you do not live in Florida the activation code is BR1BB91317. New York activation code is BR2BB91317 and currently is the only state we do not require to take the plan as they have to pay to start the insurance but you must have pet insurance if you are not picking up your puppy in person. We do not receive a commission or incentive for this plan, we just believe it is a great service for our puppy families.

The buyer agrees to have the dog examined by their own veterinarian at your expense within 3 days from date of purchase. If the veterinarian does not give the dog a clean bill of health, buyer must notify the seller immediately. Seller reserves the right to have the dog re-examined by our veterinarian at our cost. Any condition that is minor, correctable, or a breed related condition is not covered and no condition which could go away or is considered to be a condition which a puppy will likely grow out of is covered. Coccidia and Giardia are not covered on this contract. Breeding stock should be tested by a veterinarian for hip dysplasia and certified by PennHip or OFA(age 2). Our puppies are typically ICH/NCL clear by parentage, but you also should be testing the mating dog as well before entering the dog into a breeding program. Our breed CHIC is hips, elbows, ICH, NCL so that is the recommendation for passing health testing for breeding as our breed club has listed.

If the dog is found not to be in good health at the initial vet exam, Seller will resume possession if this is agreeable to both parties. Seller does not accept responsibility for contagious disease diagnosed after 3 days from date of purchase. **Hip and elbow degenerative joint disease and pathological degenerative spinal disorder are covered for 2 years from date of purchase with the same conditions as above in effect. All hip and/or elbow conditions must be documented and certified through OFA or Penn Hip and certified by a veterinarian.** **Wry jaw is also covered under this guarantee**. If you have the exams on the dog’s 2nd birthday, we will recognize the results if they are received after the 2nd birthday. We reserve the right to have the dog examined by our veterinarian and have our own OFA and/or Penn Hip evaluation completed. Any conditions resulting from an injury are not covered. Please make sure your dog has plenty of exercise and does not spend numerous hours a day laying in a crate, this also is a factor towards degenerative joint disease. Your dog has been tested and examined for many conditions to assure his health. Heat stroke, exhaustion, dehydration and other heat related conditions are not covered in any way. This health guarantee is null and void if you breed the dog. Once you breed the dog you are agreeing it is breed worthy and no refunds or replacements will be given. You must spay, neuter, or euthanize the dog to get a replacement. You cannot keep a dog that fails testing intact and get a new dog.

In the event the buyer is unable to keep this dog for any reason, the buyer agrees to give the dog back to the seller at the expense of the buyer. **If the buyer sells or gives the dog away without approval from the seller, or refuses the above mentioned breeding rights, or breaches the contract in any way,the penalty is $5000.** In the event of a re-sale for retirement purposes the dog must be spayed/neutered first and the buyer must notify the seller with the new name and address of the new buyer and it must be approved by us first. The new owner must agree to sign a contract with us. Breeding rights and full registration are only allowed to be used by the seller in this contract. The dog cannot be transferred with breeding rights and must be spayed/neutered before being retired/pet homed. Buyer agrees not to sell this dog to any retail company or establishment. Any changes to this contract must be in writing and signed by both parties. This contract is legal and may be enforced by legal means at the buyer’s expense and all disputes must be settled in the State of Florida.

The buyer agrees to take good care of this dog, feed and house the dog properly, maintain shots, control the dog on a harness or leash when in public and when off the premises of the dog’s home. The buyer agrees to follow any local city, county, and state laws regarding the housing of dogs. If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused or allowed to live in poor health or poor conditions the Seller has all rights to repossession of this dog with no refund to the buyer. We have the right in this event to come onto your property with local law enforcement and remove the dog. In the event of repossession or voluntary forfeiture of the dog, the buyer agrees to sign all necessary registration papers to list the breeder as the sole owner of the dog. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the buyer to any compensation from the seller.

This dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty is given to the buyer for any special purpose or function of this dog. This dog is not to be used for illegal or immoral activities and is not to be used for any type of puppy mill, dog farm or other mass producing or money making operation. The dog is not to be used for any scientific research such as a research institution where medical experimentation or other practices take place.

The Care and Feeding Instructions were given to you along with the health and shot records for this dog. Please enjoy and love your new American Bulldog!

This is the entire agreement (\_3\_\_pages) between the parties and is valid and agreed to by all parties. All parties have read and understood and agreed to this contract in full by signing below.

Seller(breeder)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_