Bingham’s Bulldogs

Julie and Darrel Bingham

Clayton, OH 45315

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

Breeder (seller): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Seller and buyer are collectively known as “parties”.

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

AKC/ABKC/AMA litter #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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.

Julie Bingham aka Bingham’s Bulldogs reserves the right to breed to any male produced by Bingham’s Bulldogs 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. 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 French bulldog. This dog has the following conditions now\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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.

If the dog is found not to be in good health, 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 dysplasia and pathological 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.** 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. 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 subject your dog to weight pulling before 9 months of age or use for guard/attack purposes or any inhumane usage. 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 seller. **If the buyer sells or gives the dog away without approval from the seller, or refuses the above mentioned breeding rights, the penalty is $5000.** In the event of a re-sale 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. 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 Ohio.

The buyer agrees to take good care of this dog, feed and house the dog properly (indoors), maintain shots, control the dog on a harness or leash when in public and when off the premises of the dog’s home. 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 French bulldog!

This is the entire agreement (\_2\_\_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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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