

OB Bullies Sales Contract

Terms & Conditions of Guarantee

Our Health Guarantee to You

Health Check Policy — Before your puppy is sent home to you, he or she has undergone an extensive veterinary health check from licensed Veterinary clinic in an effort to ensure your puppy arrives healthy and happy.

We guarantee the puppy be up to date on vaccinations and de-worming and free from Distemper, Parvo, Parainfluenza and any life-threatening genetic defect.

Year 1 Health Guarantee — If, within one year of purchase, your puppy is found to have a congenital or hereditary life-threatening condition which adversely affects your puppy's health, we will provide you with a replacement puppy of equivalent value.

We do not guarantee color or size of dog.

Your Obligations

YOU MUST FULFILL THESE OBLIGATIONS, AS EXPLAINED HEREIN, OR THIS HEALTH GUARANTEE WILL TERMINATE AND BECOME NULL AND VOID*

You must have your puppy examined by a licensed veterinarian within two (2) business days of receipt of the puppy to ensure the health of your dog.

You must visit the veterinarian on a regular basis ensuring your dog receives proper health checkups and timely inoculations.

Large breed dogs are prone to hip dysplasia. Do not over-feed or over-exercise your dog and regardless of breed, do not over-exercise your dog during his or her growth period.

These dogs are intended to be companion dogs.

Purchaser agrees to provide a safe home for their new pup and will not use the pup for any illegal activity. If at any time, the purchaser is found to be using the pup for illegal activity, OB Bullies reserves the right to regain possession of the pup. We do not tolerate dog fighting and will pursue legal action to regain rights to the pup.

Terms and Conditions of Health Guarantee

Year 1: If within one (1) year from the date of purchase from Seller, a dog is found and certified by two (2) duly licensed Doctor of Veterinary Medicine (DVMs) of Purchaser's choosing, to have a congenital or hereditary life-threatening condition which adversely affects the health of the dog, and if Seller is notified within five (5) business days of the first veterinarian's determination, the Seller will provide a replacement puppy of equivalent value. Seller reserves the right to obtain a third opinion of Seller's choosing to determine the congenital or hereditary life-threatening condition. All laboratory verification must be done by a licensed DVM.

Veterinary Costs: veterinary costs are not covered by Seller.

Purchaser Acknowledgments: Purchaser is aware that owning a puppy means frequent visits to a licensed DVM and understands that he/she will be responsible for all costs associated with all veterinarian visits, such as but not limited to any veterinarian costs associated with spaying or neutering, including undescended testes.

Failure of the Purchaser to provide puppy with timely inoculations or regular veterinary care will void this Health Guarantee.

Purchasers should follow a recommended nutritional program, including feeding only dog foods and vitamin supplements recommended by breeder or DMV. No replacement will be given if puppy to be overweight or over exercised which can cause dysplasia or knuckling up. All dogs should not be over exercised during their growth period.

Seller sells pets for companion purposes only. We do not guarantee fertility or fertility issues in males or females.

Temperament issues are not covered under this Health Guarantee as they can be caused by a number of factors outside control of Seller or the breeder including, without limitation, lack of training, discipline or proper dog socialization.

The owner is responsible for all transportation costs to and from the Seller.

In addition to all the conditions set forth in this agreement, the following additional conditions shall apply and must be met or this Health Guarantee shall terminate and become null and void: A copy of the examination (medical record) for the NPE must be sent to OB Bullies by e-mail (obr.bullies@gmail.com) within five (5) days of receipt of the puppy.

Failure of the Purchaser to comply with the provisions of this sub-part (i) shall void this Health Guarantee.

If the Purchaser declines any replacement puppy, then the Seller shall be under no further obligation and it shall be deemed that the Purchaser has released the Seller from any and all further claims and waived any rights to pursue any claims against the Seller.

This Health Guarantee shall terminate and become null and void if the Purchaser fails to comply with any term in this Agreement regarding the care, maintenance, or medical treatments or procedures that the Purchaser is responsible for providing to the puppy.

During this time, unless otherwise required by law, this Health Guarantee does not cover what in Bully breeds we consider normal: "loose hips", skin allergies, elongated soft palate, small trachea, stenotic nares, dysplasia.

We do not guarantee against Hip or Elbow Dysplasia as these larger dogs are generally over 100 pounds and it is a polygenic trait that is affected by environmental factors, (feeding) as well as the fact that no other XL breeders are OFA testing their studs. There is no way for us to breed to any outside studs with an official complete health tested line.

We do not breed dogs with Hip Dysplasia, but the trait can pop up from a previous generation. There is no way for us to guarantee perfect hip in these animals. Buyer assumes all risk. For more information and a better understanding of canine hip dysplasia click the following Link: [Http://www.instituteofcaninebiology.org/blog/the-10-most-important-things-to-know-about-canine-hip-dysplasia](http://www.instituteofcaninebiology.org/blog/the-10-most-important-things-to-know-about-canine-hip-dysplasia).

OB Bullies highly recommends buyer purchase pet insurance. Highly recommend companies for this breed are "Embrace" "healthy Paws" & "Pet Plan"

The value of the puppy for purposes of this Health Guarantee is limited to the Purchase Price of the puppy, and does not include taxes, shipping, health certificate and veterinarian costs, shipping crate or any additional costs or expenses incurred or asserted by the Purchaser. This Health Guarantee is non-transferable. For the avoidance of any doubt, in the Terms and Conditions of Sale relating to mandatory arbitration shall apply to any claims arising under, or relating to, The Terms of this Health Guarantee and shall be held in the State of Louisiana Courts.

OB Bullies reserves the right to include our kennel name on the puppy registration paperwork. OB Bullies (OBB) name must be kept on UKC / ABKC paperwork.

Payment

A deposit of one thousand dollars (\$1000.00) is required to hold any puppy under the age of 4 weeks or future litters. Puppies are required to be paid in full by 4 weeks of age. If at 4 weeks of age the pup has not been paid in full, you will forfeit your deposit. If you change your mind on a pup before 4 weeks of age, your deposit may be transferred to any available pup at that time or future breeding, if you change your mind after 4 weeks of age all money paid in on pup is transferable minus deposit. **Deposits and payments are NON-REFUNDABLE.**

If Credit Card or PayPal is used for payment, there is a 3% fee add to the payment.

All sales are final.

Purchaser Information

First Name*

Last Name*

Street Address*

City*

State*

Zip*

Phone #*

Email*

Puppy Information

Dam/Mother*

Sire/Father*

☐

Male

☐

Female

Purchase Price*

Deposit* \$

Paid Date*

Ear Cropping* ☐ Yes ☐ No \$

Shipping* ☐ Yes ☐ No \$

Total Amount Due* \$

****I have read and understand all the information that is written above and agree to all of the terms & conditions of this guarantee.****

Buyer Signature*

Date*