



# MISSISSIPPI FARM FRENCHIES PUPPY CONTRACT

**Puppies Name:** \_\_\_\_\_

The **Puppy Contract** is a legally binding document between the Buyer and the Owner that outlines roles and responsibilities regarding the sale of a puppy. Please read it carefully before signing, and if you have any questions, please contact the Owners.

Congratulations on the purchase of your new puppy! We want your puppy to bring you a lifetime of happiness and memories when you take him/her home. To that end we have prepared this contract to ensure both parties understand their responsibilities when it comes to buying (and selling) this puppy.

This agreement is made on \_\_\_\_\_ (day/month/year) date, and is between the Owners and the Buyers as named below.

**Sellers: (John) Phil Kinnison & Lacy Kinnison**

**Buyers: \_\_\_\_\_ (print name)**

## **OWNER'S RESPONSIBILITY**

1. Owner will ensure that at the time of purchase, all puppies will be up to date on de-worming and vaccinations. They will come with a puppy package that includes an AKC Registration Application (might be mailed if not received prior to pick up), health and shot records (or puppy's vet information), and a puppy care package.
2. Owner agrees that the puppy is healthy to the best of our knowledge. Any medical conditions will be disclosed (in Addendum A). Please keep in mind that a young puppy may show signs of stress when traveling and being brought into a new environment which may cause symptoms to include (but not limited to): sneezing, lack of appetite, runny nose, diarrhea or constipation – these issues usually resolve themselves within a few days.

## **BUYER'S RESPONSIBILITY**

1. Buyer has physically examined the dog and accepts the dog "AS IS".
2. Buyer agrees to give the puppy a safe and sanitary home in which the puppy is NOT left unattended in a kennel/cage, and/or tied to anything for long periods of time. While we allow our puppies to be purchased with "breeding rights" (Full AKC Registration), if your intention is to purchase the puppy solely to breed, and leave the puppy in an enclosure (kennel/cage) to live (except when actively breeding), we ask that you DO NOT purchase a puppy from us. If at any time we discover our puppy living under these conditions, we may re-possess the puppy for failure of the Buyer to comply with the ***Puppy Contract***.
3. Buyer is responsible for the puppy at the point in which it leaves the Owner's possession (picked up by the Buyer or the Buyer's delivery service).
4. Buyer has researched the breed and understands the health issues related to this breed (most of which are not life-threatening).
5. Buyer agrees to maintain up-to-date vaccines and regular worming of the puppy and confirms that Buyer is capable of providing proper medical needs of a French Bulldog puppy.
6. Buyer agrees to have the puppy examined by a licensed Veterinarian at his/her own expense **within 48 hours (2 business days) from the date of pick up**. Buyer must contact the Owners within 24 hours after the vet visit if there are any significant health issues discovered during the visit (that the puppy may have contracted prior to the Buyer taking ownership of the puppy). Buyer must also provide a copy of the Veterinarian's written statement, stating the exact health issue found.

If buyer's veterinarian identifies a life-threatening disease during this visit, Buyer must notify the Owner within 24 hrs with proof of vet chart. Owner reserves the right to have the dog re-examined by our veterinarian at our cost. Any condition that is minor, correctable, a condition which could go away, or is considered to be a condition which a puppy will likely outgrow, is not covered (to include, but not limited to the following: hookworm, roundworm, whipworm, tapeworm, hot spots, nail injury, ear infection, food/skin allergies, coccidiosis, giardia, coronavirus, leptospirosis, colitis, anxiety, cuts/scrapes,

Buyer's Initials \_\_\_\_\_

indiscriminate eating). If the dog is found to have a life-threatening disease, Owner will offer to replace the puppy with a puppy of similar quality and price, or refund the price minus any shipping/delivery fees. The Owner does not accept responsibility for any medical issue diagnosed after 2 days from the date of delivery, with the 3 exceptions noted below:

**The following issues are covered until the puppy is 12 months old:**

1. Hip dysplasia
2. Elbow dysplasia
3. Pathological spinal disorder (Degenerative Myelopathy)

Your puppy has been given a clean bill of health by a licensed Veterinarian (unless noted in Addendum A). If any of the above 3 issues are diagnosed by a licensed Veterinarian prior to the puppy turning 1 year old, the puppy will be replaced, or the purchase price will be refunded (minus any /shipping/delivery fees). Proof of the Veterinarian's diagnosis must be provided, and the Owners may request a second opinion at their own expense.

Prior to any refund or replacement, the original puppy (and all his/her papers) must be returned to the Owner.

In the event of a sudden death, the Buyer's licensed veterinarian must provide the Owner with a written certificate stating the exact cause of death as verified by a necropsy.

The Owner's licensed veterinarian will review the Buyer's veterinarian's report, and if in agreement that the puppy's death was caused by one of the three covered genetic defects (covered above), and not due to neglect, an accident, or a sickness contracted after the puppy had left the Owner's home, the puppy will be replaced with one of equal value as soon as one becomes available or the purchase price will be refunded. The Buyer will be responsible for any veterinary and miscellaneous expenses incurred, expenses to return the puppy to the Owner, or expenses to have a replacement puppy shipped to the Buyer.

Even if an issue is detected beyond 12 months, in order to keep our breeding lines as healthy as possible, please notify us of any significant health issues of your puppy.

**LIMITED VS. FULL REGISTRATION.** The Buyer has indicated on either the *Deposit Contract* (or the end of this contract if no *Deposit Contract* was completed) whether the Buyer will receive Full or Limited AKC registration rights to the puppy upon purchase. All advertised prices are for Limited AKC Registration. There is NO guarantee that your puppy will be able to reproduce.

**SAFETY OF YOUR NEW PUPPY.** Please keep your new puppy away from dog parks, pet stores, and other places owners frequently bring their animals until they have had all of their vaccinations. As the Buyer, you understand that vaccination for diseases does not fully guarantee that the animal will not contract a disease. Please keep your puppy away from any unhealthy pets or areas that may be infected. This includes your own backyard as diseases are commonly spread in feces of other animals, particularly birds.

**PET INSURANCE.** The Owners highly recommend purchasing Pet Insurance ON DAY 1 (the day you first take ownership of your new puppy). A single Emergency Vet visit, or pet surgery can be expensive and Pet Insurance can help alleviate the costs.

**ALWAYS WELCOME ON THE FARM.** If for whatever reason you are unable to keep the puppy at any time in its life, we will take back the puppy back on our farm or find a good home for him/her (no refunds will be issued).

**ARBITRATION AND/OR MEDIATION.** The parties (buyer and seller as listed on this contract) agree that any claim, dispute or controversy arising out of, or relating to, this agreement, or the breach thereof, shall be resolved through final and binding Arbitration to be administrated by ("NAM") National Arbitration and Mediation and governed by NAM's Comprehensive Dispute Resolution Rules and Procedures in effect at the time such claim is filed. Any award of the Arbitrator is final and binding and may be entered as a judgment in any court having jurisdiction.

If you have a question about the arbitration process or to obtain a current copy of the Comprehensive Dispute Resolution Rules and Procedures and/or fee schedule, NAM's Commercial Dept. can be contacted at (800) 358-2550 or by NAM's website at [www.namadr.com](http://www.namadr.com).

If both parties agree, Mediation may be attempted prior to going to Arbitration. Regardless of whether Mediation or Arbitration is selected, the initiating party will pay the filing fees.

**ACKNOWLEDGEMENTS.** The Buyer will complete and sign this agreement upon initially entering into a contract with the Seller. The Seller will sign on the first line acknowledging this agreement. Once the payment-in-full is made the Seller will sign the 2nd line acknowledging the receipt of the final payment.

Buyer's Signature: \_\_\_\_\_  
(agrees to be bound by this agreement)

Owner's Signature: \_\_\_\_\_  
(agrees to be bound by this agreement AND confirmation of payment received)  
(Phil Kinnison or Lacy Kinnison)

(the below must be completed if no Deposit Contract was completed)

Buyer's Information (required to register the puppy with its new owner)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Fill out "a" below if purchasing Full AKC Registration ("breeding rights")

Fill out "b" below if purchasing Limited AKC Registration ("pet rights")

a. **Full AKC Registration**

Full Puppy Price: \_\_\_\_\_

b. **Limited AKC Registration**

Limited Puppy Price: \_\_\_\_\_

**ADDENDUM A: Disclosure of any medical issue(s) with puppy:**

(write any health issue the puppy has below – n/a if the below section is blank)

Buyer's Signature: \_\_\_\_\_  
(Acknowledges Addendum A)

Owner's Signature: \_\_\_\_\_  
(Has disclosed medical information per Addendum A)  
(Phil Kinnison or Lacy Kinnison)

Buyer's Initials \_\_\_\_\_