

**SMASHABULLS  
PUPPY CONTRACT AND HEALTH AGREEMENT  
4200 STATION ROAD  
CUNNINGHAM, TN 37052  
(931) 896-3014  
[SMASHABULLS@GMAIL.COM](mailto:SMASHABULLS@GMAIL.COM)**

The contract terms herein are prepared for the benefit of each individual; said puppy, breeder of said puppy, as well as the buyer. This contract is to provide guarantees to the buyer as set forth in this document, to assure that the said puppy is properly cared for, to assure its use as intended and to prevent the exploitation of the breeds provided through unselective breeding programs and practices.

The following agreement is between **SMASHABULLS**, (“seller”) for the purchase and sale of one purebred puppy (“said puppy”) and:

PLEASE PRINT THE FOLLOWING INFORMATION:

NAME OF PERSON(S) (BUYER);

ADDRESS:

EMAIL:

PHONE NUMBER(S):

In consideration of the price of \_\_\_\_\_, (\$ \_\_\_\_\_)\* the seller transfers all rights, privileges, and responsibilities associated with the ownership of said puppy to the buyer subject to the conditions set forth below as of the date specified. This represents the entire agreement between seller and buyer in an outright sale. The buyer agrees that the contract terms herein are prepared for the benefit of each individual; said puppy, breeder of said puppy, as well as the buyer. This contract is to provide guarantees to the buyer as set forth in this document, to assure that the said puppy is properly cared for, to assure its use as intended and to prevent the exploitation of the breeds provided through unselective breeding programs and practices.

The following agreement is between, (“seller”) for the purchase and sale of one purebred puppy (“said puppy”) and:

**\*MONIES RECEIVED FROM BUYER PURSUANT TO ANY CONTRACT TERMS LISTED IN THIS CONTRACT ARE NON-REFUNDABLE, BUT ARE TRANSFERABLE, INCLUDING BUT NOT LIMITED TO DEPOSITS.**

**BUYERS SIGNATURE(S):** \_\_\_\_\_

Purchase price for said puppy \_\_\_\_\_ (excludes shipping), non-refundable/transferable deposit of \_\_\_\_\_ was paid on \_\_\_\_\_

The remaining balance of \_\_\_\_\_

For said puppy must be paid in full before said puppy can go to his or her new home. All deposits are non-refundable

**SHIPPING:**

Buyer is responsible for the shipping costs for said puppy unless other arrangements are made in advance. The cost of shipping includes but is not limited to, airline tickets, airline approved shipping crate, and a health/veterinary certificate. Shipping dates are tentative and subject to change due to weather, flight availability, etc. Once said puppy has been delivered to the arriving airport, **SMASHABULLS** is no longer responsible for its safety, health, or well-being. **SMASHABULLS** is also not responsible if said puppy is lost or stolen. Buyer understands that it is their choice to have said puppy shipped and take sole responsibility for any issues that should arise during or after the shipping. **SMASHABULLS** is not liable for said puppy after it has left the direct care of **SMASHABULLS**. All puppies must be at least eight (8) weeks of age before they can leave to their new homes.

**AGREEMENT:**

- Buyer agrees to have said puppy examined by a licensed veterinarian within 72 hours of said puppy’s arrival into their new home and to inform **SMASHABULLS** immediately of the examination results by email or phone.

## SMASHABULLS

- within the first 72 hours of ownership. Buyer is required to contact **SMASHABULLS** within 24 hours of the exam with a signed statement of diagnosis of a life-threatening condition from a licensed veterinarian. If these steps are followed a replacement puppy of initial purchase price will be given.
- Said puppy must be returned immediately. **SMASHABULLS** will get a second opinion from their choice of veterinarian.
- Shipping costs for the return of said puppy to **SMASHABULLS** will be at buyer's expense. All documents given at the time of purchase must be returned with said puppy.
- **SMASHABULLS** is not liable for any common illness or health conditions that may occur or is diagnosed after the initial 72-hour period.
- Buyer agrees to provide said puppy with routine preventative care such as, but not limited to, annual examination by a licensed veterinarian and following veterinarian guidelines for vaccinations, de-worming, flea and heart-worm preventatives.
- Buyer understands that this breed is prone to health problems. Buyer understands they are responsible for any/all veterinarian costs accrued once said puppy has let the possession of **SMASHABULLS**.
- If at any time during the life of said puppy buyer decides they are no longer able to continue the care for said puppy, they must return said puppy to **SMASHABULLS** to find a suitable home, no refund or transferable monetary arrangements would be given in this circumstance.
- **SMASHABULLS** guarantees that said puppy is believed to be healthy at the time of sale and has received age appropriate vaccines and de-worming. **SMASHABULLS** has made every effort to provide you with a healthy, quality puppy.
- Puppy is considered "Pet Quality," **SMASHABULLS** offers no guarantee that said puppy could or could not have faults, which could make said puppy unsuitable for showing or breeding.

Said puppy in this purchase agreement is being sold (PLEASE CIRCLE)

- With IOEBA (Breeding Rights) certificate Application:

NAME OF DOG:	
BREED:	COLOR:
DATE OF BIRTH:	SEX:
REGISTRATION#:	
SIRE NAME:	SIRE REGISTRATION #:
DAM NAME:	DAM REGISTRATION #:
BRED BY SELLER?	NAME OF BREEDER:
HEALTH CERTIFICATE?	DATE ACQUIRED:

- With IOEBA (Limited IOEBA) certificate Application
  - Limited IOEBA application will remain with **SMASHABULLS** until documentation is provided from a licensed veterinarian to **SMASHABULLS** of spay/neuter.
  - Limited IOEBA: no breeding of any kind shall be performed on or with said puppy. If suspected/proven, **SMASHABULLS** under the signature of this contract can prosecute for the value of said litter and/or stud service provided.

**SMASHABULLS** not guarantee size, temperament, conformation or color when said puppy is mature.

Said puppy is guaranteed for ONE YEAR from date of birth against fatal or life altering congenital defects or diseases which adversely affect the overall health of said puppy. This include hip dysplasia that requires surgery to correct, kidney, heart, pancreas, spine or liver problems of a severe and life altering nature. Any physical problems, which is or

## **SMASHABULLS**

could be the result of injury, is not included in this guarantee. This guarantee applies to the buyer on this agreement ONLY and is nontransferable to a second party.

This guarantee only covers congenital defects and does not include any condition that may have been caused by environmental factors, (allergies, thyroid dysfunction, autoimmune disorders, skin tags, or benign tumors) or any common illness/condition.

If said puppy is found to have a life-threatening congenital defect or health problem diagnoses within anytime of ownership, buyer is required to contact **SMASHABULLS** within 48 hours of the exam(s) with two signed statements of the same diagnosis of a congenital life-threatening condition from two unassociated, licensed veterinarians. If these steps are followed, and upon the return of said puppy, **SMASHABULLS** will provide a replacement puppy (when one is available.)

If said puppy is returned under this guarantee, said puppy must be returned to **SMASHABULLS** in good health and appearance, excluding the diagnosed condition, and must be returned at the expense of the buyer. Buyer is also responsible for shipping costs on the replacement puppy.

No replacement puppy will be given if said puppy has been bred, spayed, neutered or euthanized without prior written approval from **SMASHABULLS**.

Any replacement puppy will be agreed upon by both parties and will be of comparable quality and price. It is understood that the replacement puppy may not be from the same parents of said puppy, and that a replacement puppy may not be immediately available.

If said puppy dies at any time from the date of birth forward, buyer will pay for a necropsy to ascertain the cause of death. Only if the cause of death is congenital, **SMASHABULLS**, may replace said puppy with a puppy of equal value from the next available litter.

**SMASHABULLS** does not guarantee against common health issues known to the breed such as cherry eye, hernias, entropion, loose hips, allergies, elongate soft palate, stenotic nares or demodectic mange.

**SMASHABULLS** does not guarantee against Parvo, Distemper, or Corona Virus as these are highly contagious diseases and can be transmitted immediately after leaving **SMASHABULLS** care.

**SMASHABULLS** does not guarantee against conditions that may or may not be stress-related due to the move to a new home or the shipping process. Some stress-related conditions that have previously remained dormant can be triggered by the aforementioned scenarios and may be diagnosed immediately. Some examples of these non-guaranteed stress-related illness/conditions are, but not limited to, hypoglycemia, coccidiosis, giardia, Bordetella (or any form of kennel cough), and worms. These can be caused by the living conditions of said puppy.

Buyer is aware that owning said puppy requires routine and sometimes unexpected trips to a veterinarian and understands that the buyer will be responsible for all payments/bills.

Buyer has been informed of the vaccinations said puppy has received and also is aware of the due dates for further vaccinations and de-worming that will be required.

Buyer and **SMASHABULLS** agree that they have read and understand this contract in its entirety. It is agreed that any legal issues concerning said puppy will be handled in a court of

law. This extends to internet sales across states lines. This contract supersedes any and all previous agreements. No verbal agreements will be upheld. Buyer understands if the terms and

conditions of this contract are not fulfilled the result will be at the discretion of **SMASHABULLS**.

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### **BUYERS:**

**SIGN:**

**PRINT:**

**DATE:**

### **SELLER:**

**SIGN:**

**PRINT:**

**DATE:**

SMASHABULLS