



# PUPPY SALE

## *contract*

### SELLER'S INFORMATION

Name(s): Adam and Jessica DeJarlais

Doing Business As: Smoosh Face & Co.

Address:

City/State:

Post Code:

Telephone(s):

Email Address:

### BUYER'S INFORMATION

Name(s):

Address:

City/State:

Post Code:

Telephone:

Email Address:

### PUPPY'S INFORMATION

Name:

Date of Birth:

Breed: French Bulldog

Sex: ☐ Male ☐ Female

Puppy's Coloring:

Breeder-Given Nick Name:

Puppy's DNA Profile:





# PUPPY SALE

## *contract*

This Puppy Sale Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between **Jessica & Adam DeJarlais of Smoosh Face & Co.** (the "Puppy Seller/Seller"), and \_\_\_\_\_ (the "Puppy Buyer/Buyer"). Together, the Seller and the Buyer shall be referred to as the "Parties."

### 1 - PURCHASE PRICE

The Puppy Buyer agrees to pay the total purchase price of **TBD** for the described puppy (Page 1). Payment shall be made as follows:

- Deposit Amount: \$ \_\_\_\_\_ (Paid on \_\_\_\_\_ via \_\_\_\_\_)
- Remaining Balance: \$ \_\_\_\_\_ (Paid on \_\_\_\_\_ via \_\_\_\_\_)

Methods of Payment accepted:

- Paypal: [paypal.me/smooshface](https://paypal.me/smooshface)
- Cashier's Check made payable to: Jessica DeJarlais Inc.
- Venmo: @Jessica-DeJarlais



### 2 - BUYER AGREES AND UNDERSTANDS

Buyer agrees to inform the Seller of any change of name, address, or phone during the first year so that the Seller may keep track of the Puppy. Buyer(s) understand(s) that they are adopting a living animal and that health care expenses will be incurred throughout the life of the dog. Before adopting this animal, Buyer acknowledges that they are prepared for such expenses throughout the life of the dog and will attend to the dog's health care needs as they arise.

### 3 - REGISTRATION & BREEDING RIGHTS

No registration is being offered. No breeding rights are sold with this puppy.



## 4 - CARE OF PUPPY

The Puppy Seller will provide a Puppy Health Record detailing vaccinations, deworming, and other relevant health information. The Puppy Buyer(s) agrees to continue proper health care and vaccinations according to veterinarian recommendations. Buyer(s) shall maintain the puppy in good condition, including adherence to a regular immunization schedule, good diet, and a clean and safe environment where the dog will be happy. Seller reserves the right to repossess the Puppy, with no refund, should the Puppy ever be found in a state of reasonably irrefutable abuse or neglect.

## 5 - SHORT TERM HEALTH GUARANTEE

The Puppy Seller guarantees that the puppy is in good health and free of diseases to the best of their knowledge at the time of sale. A licensed veterinarian examination is required within 7 days of purchase to confirm the puppy's overall health. If, within this 7-day period, the puppy is found to be unhealthy or to have a serious health issue by a licensed veterinarian, a full refund or replacement puppy (if available) will be offered upon Seller's receipt of a veterinarian's written statement, and the ownership of the puppy will transfer back to the Seller. If injury or ailment occurs after the puppy has left the Seller's custody and care, it will void this guarantee. If the Buyer(s) does not take the puppy to an examining licensed veterinarian within 7 days of the puppy leaving the Seller's custody, and provide a copy of the examination to the Seller, this health guarantee is null and void.

## 6 - ONE YEAR HEREDITARY/CONGENITAL DEFECT GUARANTEE

Puppies are guaranteed against hereditary/congenital defects that are life threatening or disabling until the age of one year. If a puppy is diagnosed with a hereditary/congenital defect before the age of one year, Buyer shall notify Seller immediately. Buyer shall have said dog examined and tested by two qualified, licensed veterinarians from separate veterinary practices at Buyer(s)' expense. The veterinarians must each state in writing that the defect is definitely hereditary in nature and not caused by injury or illness and is disabling or life threatening. Buyer shall submit copies of the veterinary reports along with the certificate of spay/neuter (including microchip #) to the Seller. If proof of heredity condition exists, the Seller agrees to provide the Buyer with a replacement puppy (if possible) or refund (minus the amount of the deposit). This applies only to the original Buyer of the puppy.

Examples of environmental disorders NOT covered include but are not limited to: internal and external parasitic or bacterial infections, coccidia, kennel cough, giardia, mange, scabies, allergies, and parvo.

The Buyer understands that as an entire breed French Bulldogs are at increased risk for IVDD (Intervertebral Disc Disease), DM (Degenerative Myelopathy), cherry eye, small or collapsed stenotic (nostrils), and uneven bites. These are in no way tied to the breeding practices of the Seller. Proper nutrition, exercise, care, and weight management can mitigate these and many health issues.

## 7 - SPAYING/NEUTERING

The Puppy is being purchased at a pet-only price and the Seller will require the Puppy Buyer to spay/neuter the puppy by 1 year of age unless otherwise agreed upon by Seller and Buyer in writing. Proof of spay/neuter must be provided to Seller via email at: [jessicadejarlais@gmail.com](mailto:jessicadejarlais@gmail.com).



## 8 - RETURN POLICY AND FIRST RIGHT OF REFUSAL

Seller agrees this Puppy will NOT, under any circumstances be given, sold, leased, or transferred to any pet shop, animal shelter, humane society, rescue group, research laboratory, or similar facility. In the event the Puppy Buyer is unable to keep the puppy, decides to sell, transfer, or give away the Puppy, the Seller will be given the first right of refusal to take the puppy back. The Puppy Seller will not refund any monies or deposits. All communication between Buyer and Seller in regards to ownership transfer shall be in writing.

## 9 - TRAINING AND SOCIALIZATION

The Puppy Buyer acknowledges the importance of proper training and socialization for the puppy's well-being and agrees to provide appropriate training, socialization, and care.

## 10 - PET INSURANCE

The seller strongly encourages the purchase of pet insurance upon immediate purchase of the puppy.

## 11 - GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Montana]. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts in Gallatin County/Bozeman/Montana.

## 12 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral.

**By signing below, the Puppy Buyer(s) and Puppy Seller(s) acknowledge and agree to the terms and conditions outlined in this Puppy Sale Contract.**

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Puppy Buyer's Name Printed

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Puppy Buyer's Signature

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Date

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Puppy Buyer's Name Printed

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Puppy Buyer's Signature

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Date

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**Adam DeJarlais**

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Puppy Seller's Name Printed

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Puppy Seller's Signature

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Date

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**Jessica DeJarlais**

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Puppy Seller's Name Printed

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Puppy Seller's Signature

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Date





## PUPPY SALE

### *photo release form*

I, \_\_\_\_\_, hereby grant permission to Smoosh Face & Co. ("the Seller") to use photographs taken of my puppy for the purposes outlined below.

I understand that the photographs may be used by the Seller for promotional, marketing, and advertising purposes.

I grant permission for the Seller to use the photographs for an indefinite period unless otherwise agreed upon in writing. I understand that I may revoke this consent at any time by submitting a written request to the Seller.

I understand that I will not receive any compensation for the use of the photographs.

I release the Seller from any claims, damages, or liability arising out of the use of the photographs, including any distortion, alteration, or use in composite form, whether intentional or otherwise, that may occur during processing or publication.

I have had the opportunity to review the Seller's previous use of photographs and understand the style and quality of their work. I am granting this consent willingly and without any pressure from the Seller.

The Seller will not disclose any sensitive personal information along with the photographs without obtaining my express written consent.

I acknowledge that I have read and understood the terms of this photo release form and agree to its conditions.

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Puppy Buyer's Signature

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Date