

Maison de Brume Bulldogs LLC

Puppy Sales Contract & Health Guarantee

Breeder: Maison de Brume Bulldogs LLC Bremerton, Washington

Website: MaisonDeBrumeBulldogs.com Email: _____

Phone: _____

Disclaimer. This is a sample template drafted from breeder best practices and is provided for informational purposes only. It is not legal advice. Before using it with buyers, have it reviewed by a Washington-licensed attorney familiar with animal-sales, consumer-protection, and RCW 16.70 (Washington's "puppy lemon law") requirements. Some clauses below (e.g., mandatory spay/neuter, liquidated damages, forum selection) have varying enforceability by state.

1. Parties and Puppy Identification

This Agreement ("Contract") is entered into on **_____, 20__** between:

Breeder: Maison de Brume Bulldogs LLC ("Breeder")

Buyer: Name: _____ Address: _____

City / State / ZIP: _____

Phone: _____ Email: _____

Government ID # (verified at pickup): _____

Puppy ("Puppy"): Call name: _____ AKC registered name (prefix "Maison de Brume"): _____

Breed: ☐ French Bulldog ☐ Frenchton Sex: ☐ Male ☐ Female Date of Birth: _____ Color / Markings: _____ Microchip #: _____

AKC / Registry #: _____ Sire: _____

Dam: _____

Purchase Price: \$_____ **USD Non-refundable deposit received:**
\$_____ on _____ **Balance due at pickup (cash, certified**
funds, or Good Dog): \$_____

Placement type: ☐ Pet / Companion (Limited Registration, spay/neuter required) ☐ Show / Breeding Prospect (Full Registration — separate co-ownership addendum required)

2. Breeder's Representations

Breeder represents that, to the best of Breeder's knowledge, at the time of transfer the Puppy:

1. Is a purebred French Bulldog (or Frenchton hybrid, as identified above) produced by Breeder.
 2. Has been examined by a licensed veterinarian and found to be in apparent good health. A copy of the veterinary health certificate is provided at pickup.
 3. Has received age-appropriate vaccinations and deworming, documented in the health record provided.
 4. Has been microchipped and the chip has been registered to Breeder pending transfer to Buyer.
 5. Has parents that have been DNA health-tested through Embark and/or Animal Genetics for breed-relevant conditions, including but not limited to: HUU (Hyperuricosuria), DM (Degenerative Myelopathy), JHC (Juvenile Hereditary Cataracts), CMR1, and coat color / structural markers. Copies of parent test results are available on request.
 6. Is being sold as a pet / companion animal unless the "Show / Breeding" placement is checked in Section 1.
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3. Health Guarantee

3.1 48-Hour Wellness Exam (Required)

Buyer agrees to have the Puppy examined by a licensed veterinarian of Buyer's choice, at Buyer's expense, within **72 hours (three business days)** of taking possession. Failure to complete this exam voids all further health guarantees under this Contract.

3.2 Congenital & Life-Threatening Defect Guarantee — 2 Years

Breeder guarantees the Puppy against **congenital or hereditary defects that are life-threatening or that materially compromise quality of life** for **two (2) years** from the date of birth. Covered conditions include, without limitation:

- Severe congenital cardiac defects
- Severe congenital renal / hepatic defects
- Diagnosable, breed-relevant genetic disorders confirmed by DNA test and clinical signs
- Severe, life-limiting spinal malformations (e.g., hemivertebrae causing neurological deficit confirmed by imaging)

To claim under this guarantee, Buyer must, within 14 days of diagnosis:

1. Notify Breeder in writing (email is acceptable).
2. Provide a written diagnosis from a **licensed, board-certified veterinary specialist** (not solely a general practitioner) including imaging, labs, and/or DNA results.
3. At Breeder's request and expense, permit an independent second opinion from a veterinarian of Breeder's choosing.

Remedy (Buyer's choice, subject to availability):

- 1. **Replacement puppy** of comparable quality from a current or future litter, at no additional purchase cost. Buyer is responsible for transportation. The affected Puppy may remain with Buyer as a companion; Breeder does not require the Puppy be returned or euthanized.
- 1. **Partial refund** equal to up to the original purchase price (excluding deposit, taxes, and shipping), upon return of the Puppy in good condition with all registration paperwork signed over to Breeder.

3.3 What Is Not Covered

This guarantee expressly **does not** cover:

1. Conditions caused or worsened by injury, negligence, poor nutrition, inadequate veterinary care, obesity, over-exercise of a growing puppy, or exposure to communicable disease after leaving Breeder.

2. Common, non-life-threatening conditions typical of the breed, including but not limited to: mild allergies, mild skin fold dermatitis, cherry eye, umbilical hernia, luxating patella grade 1–2, mild elongated soft palate / stenotic nares (mild BOAS), retained testicles, mild hip laxity, minor bite / dentition variations, or cosmetic faults.
3. Parasites (internal or external), infectious disease (parvovirus, distemper, kennel cough, coccidia, giardia, etc.), or hypoglycemia diagnosed more than 72 hours after pickup.
4. Any condition where Buyer has failed to follow the vaccination, feeding, and care schedule provided by Breeder.
5. Any condition arising in a Puppy that has been bred, used for breeding, or altered without Breeder's written consent (see Section 4).

3.4 Brachycephalic Acknowledgment (French Bulldog / Frenchton)

Buyer acknowledges that French Bulldogs and Frenchtons are brachycephalic breeds and are prone to:

- Brachycephalic Obstructive Airway Syndrome (BOAS) at varying degrees
- Heat and exercise intolerance
- Anesthetic sensitivity
- Skin fold and ear infections
- Reproductive challenges (most litters born via C-section)

Buyer agrees to manage the Puppy accordingly: no unattended time in heat, no strenuous exercise in warm weather, no air travel in cargo, and use of a harness (not a collar) for leash walking. **Mild-to-moderate BOAS symptoms are not considered a covered defect under Section 3.2.**

4. Spay / Neuter Requirement (Pet Placement Only)

If placed on Limited Registration:

1. Buyer agrees the Puppy will be spayed or neutered by a licensed veterinarian **between 12 and 18 months of age**, or as otherwise

- recommended in writing by Breeder or Buyer's veterinarian to protect orthopedic and endocrine health.
2. Buyer will provide Breeder with written veterinary proof of the procedure within 30 days of completion.
 3. Buyer shall not breed, sell for breeding, or offer stud service from the Puppy at any time. Any litter produced from the Puppy shall be considered a material breach.
 4. AKC Full Registration will not be transferred and shall remain with Breeder.
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5. Care Requirements

Buyer agrees to:

1. Provide fresh water, high-quality age-appropriate food, and safe housing at all times.
 2. Follow the vaccination and deworming schedule provided by Breeder in coordination with Buyer's veterinarian.
 3. Provide routine veterinary care including annual exams, dental care, parasite prevention, and prompt treatment of illness or injury.
 4. Keep the Puppy as an indoor companion animal. The Puppy shall not be kenneled outdoors, tethered, left in a garage, or kept primarily outside.
 5. Provide appropriate socialization and positive-reinforcement training.
 6. Keep microchip and registration information current, listing Breeder as secondary contact for the life of the dog.
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6. Return, Right of First Refusal, and Rehoming

1. **Lifetime Right of First Refusal.** If, at any time during the Puppy's life, Buyer can no longer keep the Puppy for any reason (including death, illness, divorce, relocation, financial hardship, or behavioral concerns), Buyer shall notify Breeder in writing **before** listing, selling, giving away, or surrendering the Puppy.
2. Breeder shall have first right to take the Puppy back or to approve a new home. Buyer shall sign all registration and microchip transfer paperwork back to Breeder at Breeder's request.

3. **No compensation.** Breeder is under no obligation to refund any portion of the purchase price when a Puppy is returned.
 4. **Prohibited placements.** Buyer shall not, under any circumstances, surrender the Puppy to a shelter, humane society, rescue organization, pet store, or unknown third party. Doing so is a material breach of this Contract and entitles Breeder to recover the Puppy and reasonable enforcement costs.
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7. Deposit and Payment Terms

1. Deposits are **non-refundable** and hold the Puppy for Buyer through pickup.
 2. If Buyer fails to complete purchase by the agreed pickup date without written extension from Breeder, the deposit is forfeited and Puppy may be placed with another buyer.
 3. If Breeder is unable to deliver the specific Puppy for any reason (including death, disqualifying medical finding, or Breeder's discretion), Breeder shall, at Buyer's option: (a) transfer the deposit to another available puppy of comparable quality, or (b) refund the deposit in full.
 4. Balance is due in cash, certified funds, or via Good Dog at the time of pickup. Puppy will not be released until payment clears.
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8. Transportation and Pickup

1. Preferred pickup is in person at Breeder's location in Bremerton, WA.
 2. If flight nanny or ground transport is used, Buyer is responsible for all transportation costs and coordination. Puppies will not be shipped as cargo.
 3. Risk of loss passes to Buyer at the moment of physical transfer.
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9. Registration Papers

1. AKC registration paperwork will be provided within 60 days of pickup, contingent on litter registration processing times outside Breeder's control.
2. Buyer agrees the registered name shall include the prefix "**Maison de Brume**".

3. On Limited Registration, offspring of the Puppy are not eligible for AKC registration.
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10. Misrepresentation

Buyer represents that they are purchasing the Puppy for their own household as a companion (and, if applicable, show/breeding under the terms of a separate co-ownership addendum). Buyer is not acting as an agent for a broker, pet store, research facility, or third party. Misrepresentation of intended use is a material breach and entitles Breeder to immediate repossession without refund.

11. Miscellaneous

1. **Entire Agreement.** This document is the entire agreement between the parties and supersedes all prior discussions. Modifications must be in writing and signed by both parties.
 2. **Severability.** If any clause is found unenforceable, the remainder of this Contract shall remain in effect.
 3. **Governing Law and Venue.** This Contract is governed by the laws of the State of Washington. Any dispute shall be resolved in the state or federal courts of Kitsap County, Washington.
 4. **Attorney's Fees.** The prevailing party in any dispute is entitled to reasonable attorney's fees and costs.
 5. **Notice.** Written notice under this Contract may be sent by email to the addresses in Section 1, with a copy by U.S. Mail for any claim under Section 3.
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12. Signatures

By signing below, the parties acknowledge they have read, understood, and agree to be bound by this Contract, including all health disclosures and brachycephalic acknowledgments in Section 3.

Breeder: _____ Maison de Brume
Bulldogs LLC — Authorized Signer Date: _____

Buyer: _____ Printed Name: _____
_____ Date: _____

Co-Buyer (if any): _____ **Printed Name:**

_____ **Date:** _____

Attachments Provided at Pickup

☐

Signed copy of this Contract

☐

Veterinary health certificate (dated within 10 days of pickup)

☐

Vaccination and deworming record

☐

Microchip registration transfer form

☐

Parent DNA / health test summaries (Embark and/or Animal Genetics)

☐

Feeding and care instructions, current food sample

☐

AKC registration application or copy of pending paperwork

☐

Puppy “go-home” packet (blanket, toy, transition guidance)

Sources & Best-Practice References

- [AKC Breeder Code of Ethics and Sample Purchase Agreements](#)
- [Sample Show/Breeding Contract — Magix’z Poms](#)
- [Right-of-First-Refusal and Surrender Clause Examples — Law Insider](#)
- [Good Dog Breeder Standards & Contract Guidance](#)
- [Washington RCW 16.70 — Dog and Cat Purchases \(state “puppy lemon law”\)](#)