

SOUTHERN SMOKE BULLIES & PITBULLS

CONTRACT OF SALE

This contract consisting of five (5) pages is for the sale of one registered American Pit Bull Terrier Dog and/or American Bully from (breeder) _____ of Southern Smoke Bullies to Buyer indicated at the end of Contract.

Registered Name of Dog:

S Smoke's

Call Name: _____

Registry #: _____

DOB: _____ Sex: _____ Sale Price: _____

Sire: _____ Dam: _____

Includes a Deposit of \$ _____

Contract reads as follows:

1. Cost

- a. **DEPOSITS ARE NOT REFUNDABLE FOR ANY REASON, BUT MAY BE TRANSFERABLE ONLY IN THE EVENT THAT - SEX OF PUP YOU REQUESTED IS NOT PRODUCED, NO PUPS ARE PRODUCED, NOT ENOUGH PUPS ARE PRODUCED TO COVER YOUR PICK, PUP CHOSEN DIES OR DEVELOPES HEALTH PROBLEM BEFORE 8 WEEKS OF AGE. DEPOSITS ARE NOT TRANSERABLE BECAUSE OF COLOR. DEPOSITS CONSIST OF ANY AND ALL MONIES PAID PRIOR TO PUPS BEING 6 WEEKS OF AGE.**
- b. **Cost, indicated above, _____ is due before the dog reaches 6 weeks of age!**
- c. If litter does not produce enough quality or suitable pups to fulfill expectations, the deposit will be transferred to our next breeding or be returned to buyer at the discretion of (breeder) Southern Smoke Bullies. Buyer will be responsible for any difference in total price of puppy from next litter.
- d. A late fee of \$100 will be applied if paid between the ages of 8-10 weeks.
- e. If said dog is not paid for in full by 8 weeks of age the potential ownership of dog, \$ _____ deposit, \$100 late fee, and any money paid not toward the total sale price of dog (ex. Ear crop) will be forfeited to breeder Southern Smoke Bullies. All other money will be refunded to Buyer.
- f. **WE CAN ALSO GET THE EAR CROPPING FOR AN ADDITIONAL \$250, WE MAKE NO GUARANTEES ON EAR CROPS AND WE WANT YOU TO**

BE AWARE THAT A PUP COULD SUFFER FROM COMPLICATIONS OR DEATH FROM BEING PUT TO SLEEP DURING THIS PROCEDURE.

2. Ownership

- a. When introduced into new surroundings, dogs are sometimes inclined to exhibit shyness and inactivity. In some instances they may refuse to eat. After becoming adapted to their new homes they will readily accept you as their new master and overcome the shyness of the new quarters. You as the new owner have a great responsibility to maintain your dog's emotional and physical well-being.
- b. Owner must allow representative(s) of Southern Smoke Bullies to visit and/or inspect their homes for the well-being of the dog (IF NEEDED AT DISCRETION OF (BREEDER)).
- c. Said dog must be owned, possessed, and kept by the Buyer.
- d. Dog is not to be co-owned, given, or shared ownership with anyone without approval from breeder Southern Smoke Bullies. If approved, the new co-owner must sign and agree to all terms on the Contract of Sale with breeder Southern Smoke Bullies.
- e. If buyer decides to sell said dog it must be offered back to (breeder) Southern Smoke Bullies **first**. The amount paid for the return of the dog is at the discretion of Southern Smoke Bullies. This is for the life of the dog regardless of how much money has been spent on the dog.
- f. If (breeder) Southern Smoke Bullies declines to purchase dog back then said dog may be sold at the buyer's discretion.
 - If said dog is sold at buyer's discretion a copy of (breeder) Southern Smoke Bullies current Contract of Sale must be signed by the new buyers before papers are transferred into their name. They must agree to all items on the contract with (breeder) Southern Smoke Bullies.

3. Health

- a. All dogs leave (breeder) Southern Smoke Bullies in good health and current on all vaccines.
- b. Buyer is to take pup/dog for a health check up to a licensed Veterinarian within **48 hours** of obtaining it from (breeder) Southern Smoke Bullies. Buyer must provide (breeder) Southern Smoke Bullies with a full report. AT THIS TIME PUP IS FULLY GUARANTEED. ANY PROBLEMS MUST BE BROUGHT TO (BREEDER) SOUTHERN SMOKE BULLIES ATTENTION IMMEDIATELY.
- c. IF THE PUP DEVELOPS A LIFE THREATENING ILLNESS PRIOR TO 6 MONTHS OF AGE, (BREEDER) SOUTHERN SMOKE BULLIES IS TO BE NOTIFIED IMMEDIATELY. (BREEDER) SOUTHERN SMOKE BULLIES MUST BE PROVIDED WRITTEN DOCUMENTATION FROM A LICENSED VETERNARIAN CONTAINING DIAGNOSIS AND PROGNOSIS FOR PUP. (Breeder) Southern Smoke Bullies will replace the dog owner with another dog with similar characteristics. This is at a later time at the discretion of (breeder) Southern Smoke Bullies. It will be the choice of (breeder) Southern Smoke Bullies if the original dog in a replacement situation shall be neutered and left with the owner or returned alive and in good condition to (breeder) Southern Smoke Bullies with a statement from a licensed Veterinarian stating the problem. The health problem cannot be due to nutrition, improper exercise, fighting, or bad care. All shipping fees to be covered by Buyer. **This expires after one year of**

ownership. IN NO CASES WILL PUPS BE REPLACED WITH ONE OF GREATER VALUE WITHOUT DIFFERENCE BEING PAID BY BUYER. CONDITIONS WHICH CAN BE EASILY TREATED ARE ALSO NOT COVERED BY THE GUARANTEE.

- d. THE BLUE COAT COLORING IN MOST BREEDS IS ASSOCIATED WITH SKIN PROBLEMS. BLUE COATED DOGS OF ALL BREEDS ARE MORE PRONE TO BACTERIAL, VIRAL, STAPH AND FUNGAL INFECTIONS AS WELL AS VARIOUS FORMS OF DERMATITIS, ALLERGIES, DEMODEX AND COLOR MUTANT ALOPECIA. WHILE SOME OF THESE CONDITIONS ARE HEREDITARY MANY OF THEM ARE SIMPLY THE RESULT OF THE BLUE COAT COLORING. WE HAVE PERSONALLY DONE A LOT OF RESEARCH AND DISCUSS THIS WITH OUR VETS. AS A RESULT OF OUR FINDINGS AND THE OPINIONS OF OUR VETS WE DO NOT GUARANTEE AGAINST ANY SKIN OR COAT PROBLEMS. NOR WILL WE BE RESPONSIBLE FOR SKIN AND COAT PROBLEMS THAT IS COMMON FOR DOGS WITH THE BLUE COLORING. MOST OF THESE COAT PROBLEMS ARE EASILY AND INEXPENSIVELY TREATED FOR AROUND \$50.00. MOST BREEDERS WILL NOT TELL YOU ABOUT THESE COMMON PROBLEMS BUT WE FEEL IT IS YOUR RIGHT TO KNOW. WE HAVE SEEN IT PRODUCED IN ALL BLOODLINES AND COLORS BUT MOST COMMONLY IN BLUES OF ALL BLOODLINES AND MANY OTHER BLUE COATED BREEDS. NOT ALL BLUE DOGS WILL BE AFFECTED BY A SKIN PROBLEM BUT YOU MUST BE PREPARED TO TREAT YOUR DOG IN THE EVENT THAT IT DOES. WE WILL NOT KNOWINGLY BREED ANY DOG THAT IS A PRODUCER OF A SKIN DISEASE. THERE IS NO TEST AVAILABLE FOR THESE PROBLEMS PRIOR TO SIGNS OF INFECTION. ADULT DOGS CAN BE CARRIERS AND NOT EVER SHOW SIGNS OF INFECTION. FOR MORE INFORMATION ON THIS, PLEASE DISCUSS THIS WITH YOUR VET AND RESEARCH IT ONLINE OR ELSEWHERE AS WE HAVE, BEFORE YOU DECIDE TO BUY A BLUE DOG OR ONE WITH PARENTS WHO ARE BLUE! WE WILL NOT REPLACE A DOG OR REFUND MONEY ON A DOG PURCHASED FROM US THAT BECOMES AFFECTED BY DEMODECTIC MANGE.
- e. If death is caused by accident or poisoning, purchase price will not be refunded. (breeder) Southern Smoke Bullies will not be responsible for any veterinarian bills or other bills the owner may incur after the purchase of the dog.
- f. Vaccines must remain current.
- g. Clean water must be available at all times, adequate quality food must be given, and animal must be kept in a clean and secure enclosed yard or large kennel with appropriate amount of shade and shelter.
- h. **Dogs must never be abused, neglected, mistreated, or used for any illegal purposes such as Dog Fighting etc.**
- i. If at anytime during ownership the local law enforcement/animal control feels that the dog is not being properly cared for, (breeder) Southern Smoke Bullies has the option to confiscate the dog immediately and without any compensation due to Buyer, and full Registration paperwork must be signed and given back to (breeder) Southern Smoke Bullies.

4. Breeding

(Breeder) Southern Smoke Bullies reserves five (5) free breedings to all Males sold.

- These free breedings may be used at any time to any five females of our choice.
- (Breeder) Southern Smoke Bullies will cover all breeding expenses related to our free breedings.

- Any free breeding that does not result in at least three live puppies will not be deducted from (breeder) Southern Smoke Bullies five free breedings. In this event both parties will still sign the litter registration.

5. Name

- All dogs purchased must keep “**S Smoke’s**”, “**S Smokes**” or “**Southern Smoke’s**” in front of the registered name for the life of the dog.
- If after purchase the buyer decides to change the registered name, the new registered name must be reported to (breeder) Southern Smoke Bullies. The new registered name must still contain “**S Smoke’s**”, “**S Smokes**” or “**Southern Smoke’s**” before the name of the dog on the registration papers.

6. All dogs from (breeder) Southern Smoke Bullies must never be used for any illegal purposes.

- If dog is used for illegal purposes it will be immediately removed from the home and all registration papers signed and forfeited to (breeder) Southern Smoke Bullies.
- This includes dog fighting etc...

7. Keeping us updated

- Buyer is to provide (breeder) Southern Smoke Bullies pictures etc... as requested!

WE DO NOT MAKE GUARANTEES THAT A PARTICULAR COAT COLOR AND / OR PATTERN WILL BE PRODUCED IN ANY LITTER. WE DO SPECIALIZE IN BLUES BUT CANNOT MAKE THAT GUARANTEE. ANY OTHER COAT COLOR IS POSSIBLE IN ALL LITTERS PRODUCED. DEPOSITS ARE NOT REFUNDABLE FOR ANY REASON, BUT MAY BE TRANSFERABLE ONLY IN THE EVENT THAT - SEX OF PUP YOU REQUESTED IS NOT PRODUCED, NO PUPS ARE PRODUCED, NOT ENOUGH PUPS ARE PRODUCED TO COVER YOUR PICK, PUP CHOSEN DIES OR DEVELOPES HEALTH PROBLEM BEFORE 8 WEEKS OF AGE. DEPOSITS ARE NOT TRANSERABLE BECAUSE OF COLOR. DEPOSITS CONSIST OF ANY AND ALL MONIES PAID PRIOR TO PUPS BEING 6 WEEKS OF AGE. BALANCE ON PUP IS DUE AT 6 WEEKS OF AGE. IF SHIPPING IS NEEDED, WE WILL PROVIDE THIS SERVICE FOR AN ADDITIONAL FEE OF \$350 WHICH INCLUDES AIR FARE, CRATE AND HEALTH CERTIFICATE REQUIRED FOR SHIPPING. **PUPS ARE SHIPPED AT 8 WEEKS OR MUST BE PICKED UP AT 6-8 WEEKS.** WE REQUIRE FULL PAYMENT FOR PUP BEFORE IT CAN BE PICKED UP OR AT 6 WEEKS OF AGE.

WE EXCEPT: MONEY GRAM , MONEY ORDERS, WESTERN UNION OR CERT. CHECKS.

MAILING ADDRESS IS TO BE PROVIDED BY (BREEDER) SOUTHERN SMOKE BULLIES.

OUR DEPOSITS ARE TAKEN BASED ON FIRST DEPOSIT RECEIVED. THEREFORE, WE RECOMMEND SENDING DEPOSITS VIA WESTERN UNION, MONEY GRAM OR **PAYPAL IF ALLOWED BY (BREEDER).**

****WE WILL NOT ACCEPT PAYPAL FOR FINAL PAYMENTS! ****

WE OFFER NO OTHER GUARANTEES THAT ARE NOT STATED ABOVE.

IF ANY PART OF THIS CONTRACT IS BROKEN, THE FULL OWNERSHIP (PAPERS) AND POSSESSION OF THE DOG WILL BE RETURNED TO (breeder) Southern Smoke Bullies. THE UNDERSIGNED BUYER, (breeder) SOUTHERN SMOKE BULLIES ACKNOWLEDGE THAT THIS IS A LEGAL AND BINDING CONTRACT AND HAVE RECEIVED A SIGNED COPY. IF THIS CONTRACT IS BROKEN AND DOG IS NOT RETURNED TO (breeder) SOUTHERN SMOKE BULLIES WITH SIGNED REGISTRATION PAPERS THE BUYER WILL BE LIABLE FOR CIVIL DAMAGES IN THE AMOUNT TO BE DECIDED BY (breeder) SOUTHERN SMOKE BULLIES. THIS CONTRACT HERE BY GIVES (breeder) SOUTHERN SMOKE BULLIES PERMISSION TO REPOSSESS SAID DOG IF ANY PART OF THIS CONTRACT IS BROKEN.

Buyer Signature: _____

Date: _____

Print Name: _____

Phone: _____

Address: _____

(Breeder) _____ **of SOUTHERN SMOKE BULLIES:**

Signature: _____

Date: _____



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