

PURCHASE AGREEMENT

THIS AGREEMENT is entered into by and between Superior Bulldogges, LLC, a limited liability company under the laws of the State of Minnesota, 67989 North Pine Road, Askov, Minnesota 55704 (hereinafter "Superior") and _____ (hereinafter "Buyer").

1.* **DESCRIPTION OF DOG AND FINANCIAL TERMS.** Superior agrees to sell and Buyer agrees to purchase the following purebred Olde English Bulldogge (hereinafter "Bulldogge"):

SIRE: _____

DAM: _____

DATE WHELPED: _____

LITTER REG #: _____

SEX: _____

COLOR AND MARKINGS: _____

*Buyer may choose Bulldogge from the litter after the Contract is signed and the initial deposit is paid.

upon the following terms:

a. **Purchase Price.** Buyer shall pay to Superior \$_____ for Bulldogge;

b. **Deposit and final payment:** Buyer shall deposit with Superior \$_____ upon the signing of this Agreement, with the balance of \$_____ to be paid on or before _____, the date Bulldogge is six (6) weeks of age. Buyer shall pay by United States currency via United States Postal Money Order or Paypal. Superior does not accept personal checks.

1) **Deposit not refundable.** Should Buyer fail to pay the balance due in a timely fashion, the deposit is nonrefundable, and shall forfeit to Superior as liquidated damages, and Superior shall keep the Bulldogge.

c. **Proper Socialization and boarding expenses.** In order to insure proper socialization, Buyer understands that Bulldogge will not be released before it is eight (8) weeks of age. If shipping and/or pickup arrangements have not been effected by the time the Bulldogge is ten (10) weeks of age, Buyer agrees to pay a boarding charge of \$10 per day until shipping and/or pickup arrangements have been effectuated. If the Bulldogge has not been shipped or picked up by the end of the eleventh (11th) week, Buyer forfeits the Bulldogge and all deposits and payments made to date.

2. **HEALTH GUARANTEE AND RETURN POLICY.** Seller guarantees that Bulldogge is a purebred Olde English Bulldogge, and that Bulldogge is in good physical health. Bulldogge has received its first vaccinations and has been dewormed.

a. **Independent Examination upon delivery.** Buyer shall have the Bulldogge examined by an independent veterinarian within 48 hours of receipt of the Bulldogge. Buyer must notify Superior Bulldogges of the examination; the name and address of the veterinarian; and the results of the examination immediately. Should the Bulldogge be deemed unfit for purchase due to illness, disease or congenital disorder, the cause of which is clearly attributable to the Seller, the Bulldogge may, upon presentation of a written diagnosis from a licensed veterinarian, be replaced with another Bulldogge of comparable or better quality from the same or an upcoming litter upon return of the Bulldogge to Seller.

b. **Genetic or Congenital Defects within one year.** If the Bulldogge is examined by a licensed veterinarian within one year of age and found to have an untreatable genetic or congenital defect that would render it unsound as a pet, Buyer has the option of returning the dog for replacement. Superior shall replace the Bulldogge with another Bulldogge of the same sex and of equal or greater value at its first opportunity, provided that the Buyer has fulfilled the conditions hereunder. Superior must be provided with a written report of the Bulldogge's health problem from the Buyer's veterinarian. Superior reserves the right to a second veterinary opinion at the expense of Superior. Buyer shall assume full responsibility for all costs and care during the time period that Buyer retains the Bulldogge, and at no time will Seller reimburse Buyer for veterinary bills.

c. **Return of Defective Bulldogge.** If Bulldogge is found to have a condition that meets the replacement guarantee of this Agreement, a written diagnosis, medical records and/or necropsy report from a licensed veterinarian will be provided to Superior. Buyer shall return the Bulldogge to Superior at Buyer's expense within 72 hours of the diagnosis. Upon Superior's verification of the diagnosis by an independent veterinarian and return of the Bulldogge, a replacement Bulldogge of equal or greater value will be provided to buyer at Superior's expense, when available.

d. **Uncovered Conditions.** Buyer understands that this guarantee does not cover any common dog ailments such as worms, vitamin deficiencies, viral or bacterial diseases, or orders brought on by parasites or lack of routine care, or disorders caused by Buyer's neglect, abuse, improper nutrition, mishandling, or injuries to the Bulldogge caused by said conditions.

Breeding or participation in pulling and/or extreme sports voids this guarantee. Moreover, this guarantee does not cover common diseases that are related to the Bulldogge breed, including but not limited to: Cherry Eye; Entropion, and Dysplasia. Superior cannot guarantee that previous generations did not have these conditions in their lines, and therefore, cannot guarantee these conditions will not show up in future litters.

e. **Breeding voids all guarantees.** Fertility of the Bulldogge is not guaranteed. Breeding of the Bulldogge voids the guarantees set forth in this Agreement.

Failure to have the Bulldogge examined by a veterinarian within 48 hours after delivery to Buyer voids any guarantee set forth herein.

3. **BUYER'S RESPONSIBILITIES AFTER DELIVERY.** Buyer shall use the kernel name "Superior Bulldogges" as the prefix in the registered name of the Bulldogge, and Buyer will not represent the Bulldogge as a product of his or her breeding.

Buyer shall provide the Bulldogge with proper health care, heartworm prevention, preventative vaccinations, fecal/deworming, proper living conditions, premium nutrition, socialization, and obedience training. Moreover, Buyer shall not allow the dog to engage in fighting, extreme sports, pulling, or any illegal activity.

Buyer will assume all responsibility for the Bulldogge as of the date and time the Bulldogge is successfully delivered to Buyer.

4. **AGREEMENT NOT ASSIGNABLE.** Buyer agrees that this contract applies to the parties hereto only, and the Buyer's interest in this agreement is not transferrable to a second party, and all guarantees are void upon the Buyer's transfer of the rights and responsibilities set forth in this agreement.

5. **SELLER'S REMEDY SHOULD BUYER BREACH AGREEMENT.** Buyer agrees that should he or she fail to comply with the items in this contract, Bulldogge will be forfeited and returned to Seller, and Buyer shall pay all recovery costs incurred by Seller to enforce this provision.

6. **JURISDICTION.** It is agreed by and between the parties hereto that jurisdiction for this matter shall be in the State of Minnesota, Pine County, Tenth Judicial District, and venue shall be located in Pine County, Minnesota.

I have read and fully understand this agreement and agree to be bound by its terms.

BUYER'S SIGNATURE: _____ DATE: _____

BUYER'S PRINTED NAME: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP CODE: _____

PHONE NO: () _____ EMAIL: _____

SELLERS:
SUPERIOR BULLDOGGES, LLC
67989 North Pine Road
Askov, MN 55704
Phone (320) 838-3055

By: _____ Date: _____
Kim L. Humann, its President

By: _____ Date: _____
Kim Parsons, its Vice President