



### Contract Type:

☐ Full Breeding Rights \_\_\_\_\_ ☐ Pet Only \_\_\_\_\_ ☐ Co-Ownership \_\_\_\_\_

This document serves as a **legal and binding contract** between Bold Heart Bullies (hereinafter referred to as "Breeder") and \_\_\_\_\_ (hereinafter referred to as "Buyer/Co-Owner"). This contract remains in effect until all terms have been fulfilled or terminated by mutual agreement.

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### PUPPY INFORMATION

- **Breed:** American Bully
- **Sex/Markings:** \_\_\_\_\_
- **Date of Birth (Whelped):** \_\_\_\_\_
- **Sire:** \_\_\_\_\_
- **Dam:** \_\_\_\_\_
- **Price of Dog:** \$ \_\_\_\_\_
- **Deposit Amount:** \$ \_\_\_\_\_
- **Puppy Registration:** \_\_\_\_\_

### BUYER/CO-OWNER INFORMATION

- **Name:** \_\_\_\_\_
- **Phone Number:** \_\_\_\_\_
- **Email Address:** \_\_\_\_\_
- **Address:** \_\_\_\_\_

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### NON-REFUNDABLE DEPOSIT

The Buyer agrees to pay a non-refundable deposit of \$ \_\_\_\_\_ to reserve the puppy. This deposit will be applied toward the total purchase price. If the Buyer decides not to proceed with the purchase, the deposit will not be refunded under any circumstances.

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### DEPOSIT POLICY

1. **Deposit Requirement**
  - a. A deposit is required for any puppy **under eight (8) weeks of age** and for **any purchase made under a payment plan**, unless otherwise agreed to in writing by the Breeder.
2. **Non-Refundable Deposit**
  - a. All deposits are **non-refundable under any circumstances**, including but not limited to changes in Buyer preference, financial hardship, or failure to complete the purchase.



### 3. Deposit Transfer (At Breeder's Discretion)

- a. At the **sole discretion of the Breeder**, a deposit **may** be transferred and applied toward a future puppy.
- b. Deposit transfers are **not guaranteed** and must be approved in writing by the Breeder.
- c. Transferred deposits retain their **non-refundable** status.

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## HEALTH GUARANTEE

### 1. Health at Time of Sale:

- The puppy is guaranteed to be in good health, to the best of the breeder's knowledge, at the time of sale. The puppy will have received age-appropriate vaccinations and deworming.

### 2. Veterinary Exam Requirement:

- The Buyer must have the puppy examined by a licensed veterinarian within **72 hours** of receiving the puppy. Failure to complete this exam within the timeframe voids this health guarantee.

### 3. Return Policy if Unfit for Sale:

- If the veterinarian declares the puppy unfit for sale due to a **serious congenital or life-threatening condition** within 72 hours, the Buyer may:
  1. Return the puppy for a **full refund**, OR
  2. Exchange the puppy for another of **equal value**, if available.

### 4. Conditions NOT Covered (Breed-Related or Manageable):

- The following conditions are **excluded** from this health guarantee as they are common in the breed and/or manageable:
  1. **Brachycephalic Syndrome** – Includes stenotic nares, elongated soft palate, and general respiratory noise/issues.
  2. **Cherry Eye** – Prolapse of the third eyelid gland.
  3. **Mild Hip Dysplasia** – Cases not requiring surgery.
  4. **Patellar Luxation (Grade 1)** – Mild or non-surgical cases.
  5. **Skin Issues** – Including demodectic mange, environmental or food allergies, and skin infections.
  6. **Hernias** – Umbilical or inguinal, if not life-threatening.
  7. **Tail Deformities** – Kinked, screw, or short tails.
  8. **Heart Murmurs (Grade 1 or Innocent)** – May resolve as the puppy matures.
  9. **Fontanelles** – Soft or open skull spots.
  10. **Eye Conditions** – Including entropion, ectropion, or minor tear staining.

### 5. Conditions Covered Under One-Year Genetic Health Guarantee:

- The following genetic or congenital conditions are covered up to **one year from the date of purchase**, provided they significantly impact the dog's quality of life:
  1. **Severe Heart Defects** – Murmurs Grade 2+ diagnosed after 12 weeks.
  2. **Neurological Disorders** – Must be confirmed by **two licensed veterinarians**.
  3. **Patellar Luxation (Grade 2 or Higher)** – Only if surgical correction is required (full rights buyers only).



4. **Severe Hip Dysplasia** – Confirmed by X-ray and requiring surgery.
5. **Spinal Abnormalities** – Such as hemivertebrae or spina bifida, if proven to severely affect mobility or health.
6. **Liver Shunt** or other major organ abnormalities.
6. **Buyer's Responsibilities for Health Claim:**
  - In the event of a covered condition or sudden death, the Buyer must provide:
    1. Written documentation from **two licensed veterinarians** (not affiliated with each other or the breeder).
    2. A **necropsy report** (autopsy) from a licensed veterinarian if the puppy dies unexpectedly.
7. **Limitations:**
  - This guarantee applies only to the **original purchaser**.
  - No refunds or replacements will be provided for conditions caused by injury, neglect, poor nutrition, environmental factors, or failure to follow proper veterinary care.

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## CO-OWNERSHIP AGREEMENT

### DAM (FEMALE) CO-OWNERSHIP AGREEMENT – ABKC

If this is a **DAM (FEMALE) Co-Ownership Contract** registered through the American Bully Kennel Club (ABKC), the following terms apply:

#### Co-Ownership Terms

1. **Ownership Structure**

The Breeder shall retain co-ownership of the dog/puppy until all terms of this co-ownership agreement have been fully satisfied.
2. **Financial Terms & Breeder Compensation**

Buyer agrees to pay \$\_\_\_\_\_, and the Co-Owner further agrees to provide the Breeder with \_\_\_\_\_ **puppy(ies)** of the Breeder's choice from the **first litter** produced under this agreement.
3. **Care & Maintenance**

Buyer agrees to provide proper veterinary care, age-appropriate vaccinations, nutrition, housing, and socialization for the dog at all times.

#### CO-OWNER RESPONSIBILITIES (BREEDING REQUIREMENTS)

4. **Ovulation Timing**

Co-Owner shall have ovulation and progesterone timing tests performed to determine the optimal breeding window.
5. **Artificial Insemination (AI) Requirements**

Co-Owner is responsible for purchasing all AI (Artificial Insemination) kits required for breeding, typically **two (2) kits per breeding**.



#### 6. **Breeding-Related Expenses**

Co-Owner shall be solely responsible for **all breeding-related expenses**, including but not limited to:

- Stud fees
- AI kits
- Progesterone testing
- Semen shipping and handling
- Veterinary care related to breeding and pregnancy
- C-section or emergency veterinary care, if necessary
- Whelping and post-whelp care for the dam and puppies

#### 7. **Stud Approval**

The Breeder must **approve the stud dog** selected by the Co-Owner for the first breeding prior to any semen collection or breeding arrangements.

#### 8. **Heat Cycle Notification**

Co-Owner must notify the stud owner immediately upon the dam entering her heat cycle to ensure timely semen collection and delivery.

- **Important Notice:** Approximately 50% of sperm viability is lost after 48 hours, and semen is generally no longer viable after 72 hours.

#### 9. **Veterinary Scheduling**

Co-Owner must have a **pre-arranged veterinary appointment** scheduled to allow insemination to occur immediately upon semen arrival.

- The dam should be inseminated **twice within a 48-hour period** to maximize conception success.

#### 10. **Failure to Conceive – Second Breeding**

If the dam does not conceive from the first breeding, a second semen shipment shall be sent during the next heat cycle.

- All costs associated with the second breeding shall remain the responsibility of the Co-Owner and shall be the same as the first breeding.

#### 11. **Reproductive Examination Requirement**

If the dam fails to conceive after the second artificial insemination, a full reproductive examination must be completed before any additional semen shipments or breeding attempts may occur.

#### 12. **Optional Trans-Cervical Insemination (TCI)**

Co-Owner may elect to have trans-cervical insemination (surgical sperm implantation) performed at their sole expense.

### **BREEDING FAILURE & REMEDIES**

#### 13. **Failure to Meet Breeding Requirements**

If the dog fails to meet breeding requirements as determined by a licensed veterinarian, Buyer may elect one of the following remedies:

- Spay/neuter the dog and receive **partial credit** toward another puppy, **OR**
- Return the dog to the Breeder for a **full-value replacement puppy** of equal value, as determined by the Breeder.



#### 14. Breach & Liquidated Damages

Failure to comply with any term of this agreement constitutes a **material breach**. The parties agree that liquidated damages shall be **up to \$\_\_\_\_\_**, in addition to any other remedies available under Kansas law.

### ABKC REGISTRATION & OWNERSHIP ACKNOWLEDGMENT

Buyer acknowledges and agrees that:

- Buyer **will not receive ABKC registration paperwork** until the purchase price has been paid in full **and** all co-ownership terms have been satisfied.
- Upon full payment, Buyer may receive a copy of the dog's ABKC registration paperwork showing the **Breeder listed as Owner** and the **Buyer listed as Co-Owner**.
- Full ownership rights and removal of the Breeder from the ABKC registration shall occur **only after all terms of the co-ownership agreement have been fully fulfilled** and all required ABKC transfer documentation has been completed.

Buyer Initials: \_\_\_\_\_

### SIRE (MALE) CO-OWNERSHIP AGREEMENT – ABKC

If this is a **SIRE (MALE) Co-Ownership Contract** registered through the American Bully Kennel Club (ABKC), the following terms apply:

#### 8. Purchase Price & Co-Ownership

Buyer purchases the male puppy for \$\_\_\_\_\_ under a co-ownership arrangement.

#### 9. Stud Credit(s) Granted

Buyer grants Breeder \_\_\_\_ **stud credit(s)**, each valued at **\$1,500 per stud credit**, to be used at the Breeder's discretion.

#### 10. Timeframe to Exercise Stud Credit

All stud credit(s) must be exercised within **thirty-six (36) months** from the puppy's date of birth. Any unused stud credit(s) shall automatically expire unless otherwise agreed to in writing by both parties.

#### 11. Breeding Method – AI Only

Stud credit(s) are **strictly limited to semen collection and artificial insemination (AI)**.

**Live or natural breeding is expressly prohibited** under this agreement.

#### 12. Stud Availability

Upon notification by the Breeder, Buyer shall make the stud available for **three (3) consecutive days** for semen collection purposes.

#### 13. Notice Requirement

Breeder shall provide Buyer with **no less than seven (7) calendar days' prior written notice** of intent to use a stud credit.



#### 14. Transfer Restriction

Buyer may not sell, transfer, rehome, lease, or otherwise assign ownership or possession of the stud **until all stud credit(s) have been fully exercised or have expired**, unless prior written consent is obtained from the Breeder.

#### 15. Breach & Liquidated Damages

Failure to comply with this section constitutes a **material breach of contract**. The parties agree that liquidated damages shall be **\$1,500 per unused stud credit**, plus **up to \$2,000 in additional damages**, where permitted under Kansas law.

#### 16. Governing Law & Venue

This agreement shall be governed by the laws of the **State of Kansas**, with **exclusive venue in Sedgwick County, Kansas**.

### ABKC REGISTRATION & OWNERSHIP ACKNOWLEDGMENT

Buyer acknowledges and agrees that:

- Buyer **will not receive ABKC registration paperwork** until the full purchase price has been paid in full.
- **Bold Heart Bullies shall remain listed as a Co-Owner** on the dog's **ABKC registration** until all stud credit(s) have been fully exercised or have expired.
- Upon fulfillment of the stud credit(s) agreement, Breeder may be removed from the dog's ABKC registration at the Breeder's discretion and upon completion of all required ABKC transfer documentation.

Buyer Initials: \_\_\_\_\_

#### EXTENDED HOLDING FEE ☐ **NOT APPLICABLE**

- Buyer acknowledges that Seller agrees to hold the puppy beyond the standard 8-week age threshold upon Buyer's request. An extended holding fee of \$ \_\_\_\_\_ **per week** will be charged beginning on the day the puppy turns 8 weeks old. This fee must be paid in full before the puppy is released to the Buyer. The Seller agrees to continue providing appropriate care, feeding, and socialization for the puppy during this time. However, Seller is not liable for any illness or injury that may occur during the extended holding period, provided the puppy is kept in reasonable and safe conditions.

### PUPPY SOCIALIZATION & EXPOSURE GUIDELINES

Activity / Location	Safe Age	Notes
Secure backyard	8 weeks+	Ensure no unvaccinated animals have access.
Friend's home with vaccinated dogs	8 weeks+	Great for early socialization. Dogs must be healthy and friendly.

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\_\_\_\_\_/\_\_\_\_\_  
Buyer Initial/Date

Bold Heart Bullies Contract



Activity / Location	Safe Age	Notes
Car rides	8 weeks+	Helps with acclimation; use a crate or seatbelt harness.
Puppy classes	9–12 weeks	Allowed after first round of vaccinations. Trainer must require proof.
Pet-friendly stores (e.g., Petco)	12–16 weeks	After second set of vaccinations. Keep puppy off the floor.
Neighborhood walks	12–16 weeks	Avoid areas with heavy dog traffic until fully vaccinated.
Public parks (not dog parks)	16 weeks+	Use caution; avoid dog waste.
Dog parks	18 weeks+	Only once fully vaccinated and confident. Supervise closely.
Hiking trails	16–20 weeks+	Must be fully vaccinated. Monitor temperature and terrain.
Daycare/boardings	5–6 months+	After full vaccination and temperament evaluation.

### PAYMENT ARRANGMENT TERMS

- Accepted Payment Methods:
  - Cash, Cash App, PayPal, Venmo, MoneyGram, Western Union, Walmart to Walmart. No checks or Money orders accepted,
- Due Date Policy:
  - If payment plan is established, all scheduled payments are due by the last calendar day of each month unless otherwise agreed in writing.
- Missed Payment Consequences:
  - If two (2) payments are missed, Bold Heart Bullies reserves the right to cancel the payment arrangement. In this case:
    - All monies previously paid will be forfeited and Puppy returned to Bold Heart Bullies.
- Forfeiture Clause:
  - If full payment is not received by the final agreed-upon date (not to exceed the date below), the Buyer forfeits the puppy, and any money already paid.
- No Registration Documentation Release Until Paid in Full:
  - No registration documentation will be released until all payments are complete.
- Custom Payment Plan (to be filled out at time of agreement):

Payment #	Due Date	Amount	Paid (Y/N)	Initial
1.				
2.				
3.				
4.				
5.				



- Final Due Date: \_\_\_\_\_ (Must be last day of a month unless otherwise agreed.)

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## RETURN, RESELL, AND CO-OWN POLICIES

### 1. Return Policy:

- Breeder will always accept the puppy back free of charge if the Buyer can no longer care for it.
- If the Buyer wants to sell the puppy, Breeder gets first right to repurchase at the original sale price.
- All registration papers must be returned.
- Puppy must be up to date on shots and vet care. Exceptions apply only if Buyer can no longer afford care.

### 2. Papers and Ownership:

- No registration papers will be released until the puppy is paid in full.
- Co-Ownership Agreements: No permanent papers will be released until all terms of the agreement are fulfilled. Temporary copies may be issued.

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## RESPONSIBLE BREEDING REQUIREMENTS

1. Breeding must follow standards recognized by major registries (e.g., ABKC, UKC).
2. If Breeder discovers the pup is being used illegally or abused, Breeder reserves the right to take legal action to regain possession.

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## LEGAL AGREEMENT

1. Non-Refundable Holding Fees: Once a puppy is reserved, fees will **not** be refunded.
2. Veterinary Expenses: The Breeder is **not responsible** for medical costs once the puppy leaves.
3. Replacement Puppy Policy: Any replacement puppy will be of **equal value**, as agreed upon by both parties.
4. **Legal Jurisdiction:** This contract is binding under the jurisdiction of the State of \_\_KANSAS\_\_.

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## SIGNATURES

By signing below, both parties acknowledge and agree to the terms of this contract.

**Breeder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Buyer Initial/Date

Bold Heart Bullies Contract