**Bowles Beauties**

Gibson, Georgia 30810

Stephanie Bowles (706)832-2000

Hannah Bowles (706)914-0674

Sales Conditions, Terms, and Warranties

I am here for my dogs all the days of their lives and appreciate emails, texts, calls, and updates on how your baby is doing. I love getting photos! My dogs are of sound mind and body when leaving me. This animal is guaranteed to be in good health at the time of sale and has had temporary inoculations/vaccines against canine distemper hepatitis, adenovirus type 2, parainfluenza, and parvo virus. Dogs are treated monthly for heartworms as soon as they are old enough for that wormer, and are wormed on a regular basis. Hypoglycemia prevention is the responsibility of the buyer. Everything possible has been done to keep each puppy/dog healthy and happy. I cannot guarantee against any external parasites, virus, bacteria or allergy once the animal has left my care. The buyer has a health guarantee of 4 business days from the time of the transfer of the animal in which to have the animal checked by a licensed veterinarian. If the veterinarian finds anything seriously genetically wrong with the animal that will cause death, it will be exchanged for another animal that seller deems to be of equal value, at once or when available at a next whelping of a litter, a letter and all records with procedures, diagnosis, and of course of action from the examining veterinarian is offered for our records as evidence of the animal’s death causing issue and the animal is returned within the guarantee period. No exchanges will be made after this period, and no cash refunds will be made under any circumstances.

Seller provides a 1 year, from the time of birth, congenital health guarantee against death caused by any congenital issues. In the unlikely event of death causing congenital health issue, it must be fully documented and diagnosed by a licensed veterinarian and may require second opinion by another licensed veterinarian for verification. Buyer agrees to notify seller at the time of occurrence of a death causing congenital health issue and shall have a full necropsy performed by their licensed veterinarian. Buyer shall provide necropsy results within 96 hrs to be examined by seller and sellers licensed veterinarian. If found to be a covered congenital death causing defect the seller will provide a replacement animal, one that seller deems to be of equal value, at the next available whelping. Open fontanels on small puppies are not covered as a genetic health issue. Seller reserves the right of a second opinion given by their choice of vet if they should so desire.

The health guarantee is non-transferable to a second party. Replacements are null and void if the animal has been used for breeding without a breeding contract. Sales conducted over the internet are legally binding and are considered part of a written contract. Refusal to complete payment for any animal will result in that buyer forfeiting the animal and any funds/monies may be at sellers’ discretion. Any buyer that pays for an animal and refuses to accept that animal is subject to fees and fines for the housing, care, and any other expenses having to do with that animal for the time that the animal was held. Amounts of fees will vary depending on the amount of the time the animal was held, and expenses incurred. This amount is not limited to forfeiting the entire cost of the animal if the buyer fails to complete the purchase and has had the animal held while expenses were being incurred. The transfer of funds is agreement to these terms and conditions.

Seller assumes no financial responsibility after the animal leaves the premises. This is included but not limited to: medical expenses, landlord’s disapproval, allergy to animals, mortality, disagreement of family or spouse, or any other reason. Seller assumes no responsibility financially or otherwise for buyer’s choice of ground transportation. Once the ground transporter has taken possession of the animal all liability lies between the buyer and the transporter whether it be family, friend, or business. It is the buyers’ responsibility to check and verify the credibility of any transport or nanny service.

Seller is not responsible for death of an animal if it is taken to a Banfield veterinarian. Banfield, or any other veterinarian or hospital who sells pet insurance has a conflict of interest and any diagnosis by such establishment will not be honored. Duplications of vaccines already given by seller or their veterinarian result in serious life-threatening consequences for which seller is not responsible.

Seller makes no guarantees that the animal is of breeding and or show quality and assumes no responsibility financially or otherwise in the event the seller chooses to breed or show said animal. A spay/neuter is required for any puppy purchased from Bowles Beauties unless otherwise discussed or agreed upon. The animal then shall be spayed or neutered by the buyer within 6 to 9 months of taking possession of the puppy and proof must be emailed: bowlesbeauties@gmail.com. Failure to spay/neuter this animal and subsequent action to bred and or register this animal or its offspring with **ANY** dog registry in or out of the country of the USA, constitutes a breach of contract and the buyer agrees to pay 10,000 in liquidated damages to the seller as well as relinquishing the animal and the entire litter (to be adopted out to good homes) back to the seller along with any and all paperwork, health records, registrations, etc. This transaction took place with the seller and the buyer, and or buyers chosen representative present, and the animal was physically inspected and transferred face to face.

All animals bought from the seller are to be returned to seller if the buyer ceases to own them for ANY REASON. Surrender to any veterinarian, emergency clinic, or shelter, for ANY REASON is a direct violation of this contract and can lead to litigation against all parties. The buyer agrees to not sell, trade, or rehome this animal without the expressed signed written consent and approval of seller/breeder. The seller reserves the right to reclaim this dog, with no compensation to the buyer period. The buyer is required to relinquish full ownership of the dog to the seller. The buyer would then be responsible for any and all veterinary costs incurred as a result of neglect, and or mistreatment, this includes regularly providing proper vaccinations, worming’s, dentals, and regular veterinary health visits to maintain the proper health of the animal. Breach of these terms on rehoming will result in 5,000 up to 10,000 penalties for liquidated damages.

Buyer agrees should any litigation ever arise concerning this animal, jurisdiction and venue for any suit will be filled in Glascock County in Georgia. Buyer procured this animal pursuant to and under the laws of the state of Georgia. Any legal action regarding this purchase will be in accordance of the state of Georgia Law and buyer hereby explicitly waives any and all recourse under the laws of any other state. I further agree that failure by the buyer to abide by this clause will result in 10,000 in liquidated damages, including and all attorney fees, filings, mailings, and court cost, as well as any cost to have the buyer legally served in any state to appear in court. All process server fees, law enforcement branches/personnel used to serve or carry out this litigation.

Buyer certifies that he/she or chosen representative is not a working in any compacity for any animal rights groups such as but not limited to the Humane Society, PETA, ASPCA, USDA, or any such similar organization, on a national or local level, whose purpose is to purchase in an undercover capacity to interfere with the livelihood of those who breed, raise, or rescue animals. Signing this paragraph shows that Buyer understands they are subject to Federal Charges if found to be a said worker in any capacity or volunteer in any capacity as listed in this paragraph.

\*SIGN\*

In the unlikely event of any difficulties with this animal, seller will work with the buyer to try and resolve them. If issues cannot be resolved and the buyer posts defamatory material about the seller on the internet, or uses email or phone to report defamatory material about the seller, or buyer is responsible for having someone else post, call in, text, email, use any apps, to post defamatory information about the seller on the internet or in any written and recorded format of any kind, Buyer agrees to pay 5,000 up to 10,000 in liquidated damages plus any attorney fees, legal filing fees, summons fees, law enforcement used to serve or carry out this legal action in any way. “THE DO NOT’s” list is also a part of this contract.

Any deposits made to hold a puppy for a buyer is non-refundable for any reason other than the animal becoming unavailable for any reason. The seller will then refund buyers deposit, this is the only exception.

This agreement is complete between the buyer and the seller. No promises or guarantees are made unless contained herein in writing. Buyer waives all implied warranties of merchantability and fitness for a purpose. The only warranties given are those expressly set out herein. Buyer realizes in signing this, that this is a legal and Binding Document.

Buyer agrees to inform the seller of any address, email, phone number, name change, of any kind immediately to email bowlesbeauties@gmail.com , by phone (706)832-2000/ (706)914-0674, by mail to address of seller/breeder on registration documents.

Buyer agrees he/she or their designated representative has received and read completely the “THE DO NOTS” list and buyers signature below represents his/her and or his/her representative is legally binding as them having done so. Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (May be received as a hard copy, email, text photo, text doc, internet messenger message, or similar avenues to receive electronically or personally).

\*\*\* IT IS REQUIRED IF YOU ARE BREEDING A BOWLED BEAUTIES BABY TO PLACE “BOWLES BEAUTIES” IN THE BEGINING OR END OF THE AKC NAME. \*\*\*

Buyers Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyers’ Legal full name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyers’ Legal full address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed of dog acquired: Pomeranian

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Sex: \_\_\_\_\_ Pet Only: \_\_\_\_\_\_ Full Rights: \_\_\_\_\_\_\_\_

Color: \_\_\_\_\_\_\_\_\_\_\_\_

Price: \_\_\_\_\_\_\_\_\_\_\_\_

Balance:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller/Breeder: **Stephanie Bowles/ Hannah Bowles with Bowles Beauties**

Date: \_\_\_\_\_\_\_\_\_\_\_\_