

Pomsky Puppy Sale Contract

BE IT KNOWN, that Michelle Nelson (the "Seller"), and _____ (the "Buyer"), hereby agree, on date _____, as follows: The Seller hereby sells to the buyer, price does not include shipping or breeding rights for the puppy ("Dog" or "Puppy")

1: Buyer agrees and Understands

A: The buyer agrees to pay an additional shipping (in USA) \$675-\$725 or more (prices vary depending on your location) for Nanny Shipping the dog or puppy to the buyer if needed. Puppy will be leaving from SLC Salt Lake City International Airport. The buyer can pick up at no additional charge. Puppy must be at least 8 weeks old before leaving its mother and littermates.

B: Buyer understands that breeding rights are an additional \$1000 USD or (\$1500 for a Blue dd)
Is dog sold with breeding rights? Yes or No (please circle one)
 If dog is sold with breeding rights, uneven bites, umbilical hernias, or retained testicles are covered in the health guarantee.

If dog or puppy is not sold with breeding rights buyer must spay/neuter by the age of 9-12 months. Buyer shall return copies of spay/neuter reports to the Seller.

C: Buyer agrees to inform the Seller of any change of name or phone number during the life of the dog, so that the Seller may keep track of all of the dogs.

D: Buyer understands that they are adopting a live animal (s), and that health care expenses will be incurred throughout the life of the dog. Before adopting this animal, Buyer acknowledges that they are prepared for such expenses throughout the life of the dog, and will attend to the dog's health care needs as they arise.

E: Buyer acknowledges that the puppy needs continued training and socialization to become a potty-trained, loyal, dependable, and obedient animal. Buyer accepts this responsibility solely and commits to providing the needed time to accomplish this with the new puppy.

F: Buyer and the Seller both acknowledge that no guarantees, verbal or implied, have been made with regard to the Dog's future size, color or eye color.

G: Buyer agrees that photos of the puppy throughout its life may be used by myself Michelle Nelson for advertising purposes on my website or Social Media. Buyer must send pictures and weight of the dog to the seller within 7 days of going to his or her new home, and again after a year. If you don't want the pictures to be used on our website or social media, please let us know at the time you send them.

H: If anything, negative happens to the puppy while in the care of the breeders or trainers' home, we are fully responsible and will provide a replacement puppy. The breeder is responsible for all health care needs while puppy is in the breeders home/property.

2. Care of Puppy:

The Buyer shall maintain the puppy in good condition, including adherence to a regular immunization schedule, good diet, and a clean and safe environment, where the dog will be happy. Seller reserves the right to repossess the puppy, with no refund, should the puppy ever be found in a state of reasonably irrefutable abuse or neglect.

3. Ownership and First Right of Refusal:

SELLER INITIALS _____

BUYER INITIALS _____

Buyer agrees that ownership/possession of this dog will not be transferred without written consent from the Seller and that **this dog will NOT, under any circumstance, be transferred, sold, leased or given to any pet shop, animal shelter, humane society, rescue group, research laboratory, or similar facility.** In the event that the Buyer desires to sell, give away or otherwise dispose of the dog to anybody who doesn't live in the family home the dog grew up in, the Buyer grants unto the Seller the first right of refusal. Seller agrees to answer the Buyer within one week with a written response indicating the Seller's decision to reacquire the dog. Should Seller exercise the right of first refusal, Registration papers will be signed over and sent to the Seller via priority mail one week prior to the Shipping/return of the dog. Should the Seller opt to not re-acquire the puppy, and should the puppy be sold or rehomed to a third party, the Buyer shall provide the Seller with the contact information for the new owner.

4. Breeding Rights:

I: If breeding rights are purchased the Buyer shall create a plan to insure that each puppy the dog produces will be placed in a loving, caring home and that under no circumstance shall any puppies produced by the Buyer's dog, end up in a pet shop, animal shelter, humane society, rescue group, research laboratory, or similar facility. If breeding rights are purchased, this dog can only be bred to another Pomsky or Pomeranian (if the Pomeranian is the male), no other breeds. If the Pomeranian is the female, you must not breed. Our number one goal for breeding is to better the breed. We breed for health, temperament, and quality. I expect that to be your goal as well. This dog and any dog, this dog is bred to, must have received all proper health testing BEFORE it is bred (A vet visit is not the only health test that needs to be done). Buyer must have this dog be a pet before a breeding dog. Buyer MUST provide a loving safe environment for the dog. If you do not follow the contract, seller can choose to take the dog back with no refund.

5. Future Abilities:

The Buyer and the Seller both acknowledge that no representations, verbal or implied, have been made with regard to the Dog's future abilities.

6. Payment and Discounts:

Payment for the puppy shall be in the form of cash, check, venmo, zelle or direct deposit into Seller's bank account. Check must clear before dog is picked up or shipped. All payment must be paid in full before any dogs leave our home. Return customers (if puppy was not sold from the original buyer) will receive a \$200 discount on a second puppy.

7. Transportation:

Transportation of puppy from Seller to Buyer is the sole financial responsibility of the Buyer. Seller will do her best to help accommodate the Buyer in making the transportation plans so the travel goes smoothly and stress free for the puppy.

8. Inclusions:

The Puppy will come with a 1 year Health Guarantee (18 months if you feed your puppy Nuvet vitamin wafers daily www.nuvet.com/82839 read below), microchip, small bag of puppy food, first vet visit, first vaccines

9. Governing Law:

This Contract and Agreement shall be governed by and construed in accordance with the laws of the United States and the state of Utah, Utah County. Buyer agrees and understands that this contract is non-transferable, it applies only to the original puppy and Buyer.

10. Short-Term Health Guarantee:

SELLER INITIALS _____

BUYER INITIALS _____

The puppy is guaranteed to be healthy and free of diseases to the best of Seller's knowledge (with the exception of any conditions disclosed to buyer prior to the puppy leaving Seller's custody) at the time the puppy leaves Seller's custody and care. For this Short-Term Health Guarantee to be in effect, the Buyer must schedule and attend a vet visit within 3 business days from the puppy leaving Seller's custody, to confirm the Puppy's overall health. Within one week, the Buyer will supply Seller with a copy of the vet report from this visit. The report will be emailed to Brooksidepomsky@gmail.com or mailed to Michelle Nelson PO Box 677 Stockton, UT. 84071

If within the period of 3 business days from the date that the puppy left Seller's custody, the puppy is found to be unhealthy by a licensed veterinarian (minus the exception(s) noted above, if any), and that veterinarian has confirmed this directly to the seller, the Buyer has two options:

1. Choose to maintain ownership of the puppy, in spite of the health conditions found, and be responsible for the puppy's care and all associated expenses from that time forward.
2. Return the puppy and all paperwork to the seller for a refund of the purchase price (if the puppy is in the same condition as when it left Seller's custody). Transportation of the puppy shall be at the Buyer's expense.

Under NO CONDITON will the Seller refund a puppy where the Seller is not notified within the 3 business days from the puppy leaving the Seller's custody, of its being found ill by a licensed veterinarian.

Injury: This guarantee is void should the puppy incur any injury or ailment after the puppy has left the Seller's custody and care.

Veterinary Expenses: Seller shall not be liable for any veterinary expenses.

Limitations: If the Buyer does not take the Puppy to an examining licensed veterinarian within three business days of the puppy leaving Seller's custody, all health guarantee is null and void.

After this period no cash refunds will be given.

11. One Year Health Guarantee:

For a period of 1 year from the Buyer's purchase of the puppy (or until the puppy is 2 years old), the Seller agrees to provide Buyer with a replacement puppy should health conditions arise in the original puppy pursuant to the following Health Guarantees:

If you feed your puppy Nuvet vitamin wafers daily, I will extend the health guarantee an additional 6 months www.nuvet.com/82839

(Note: Veterinary Reports, Health Testing and Conditions below are not a required part of the contract unless the Buyer wants to submit a claim for a replacement Puppy.)

1 Year Head to Tail Guarantee: Said dog is guaranteed against hereditary/congenital defects that are life threatening or disabling, until the age of 2 years. If said dog is diagnosed with a hereditary/congenital defect that is life threatening or disabling (and not one of the specific conditions listed below) before the age of 2 years, Buyer shall notify Seller immediately. Buyer shall have said dog examined and tested by two qualified, licensed veterinarians from separate veterinary practices, at Buyer's expense. The Veterinarians must each state in writing that the defect is definitely of a hereditary nature and not caused by injury or illness and is life threatening or disabling. Buyer shall return copies of the veterinary reports along with the registration papers and a certificate of spay/neuter to the Seller. Seller reserves the right to have a 3rd opinion at a vet of Seller's choosing and/or to discuss this matter and the dog's past medical history with the Buyer's veterinarians.

SELLER INITIALS _____

BUYER INITIALS _____

(Note: The following health tests and certifications are required only for the specific Guarantee to which they are associated below. For example, if Buyer thinks, or their vet diagnoses, that the puppy has hip dysplasia, then the Buyer would be required to have the puppy's hips x-rayed and submitted to the OFA, at Buyer's expense.

1 Year Hip and Elbow Guarantee: Within the first 2 years of life, the hips and elbows are guaranteed to pass and certify with a fair or better (normal for elbows) rating provided the hips and elbows are x-rayed by a veterinarian and are submitted to and evaluated by OFA after 24 months of age. If at any time said dog is diagnosed with a hereditary/genetic hip/elbow disorder, buyer shall notify Seller immediately. Buyer shall have said dog examined and x-rayed by a licensed veterinarian and then submit the x-ray to OFA for verification. The veterinarian must state in writing that the defect is definitely of a hereditary nature and not caused by injury or illness. In the event that OFA determines the dog has a hereditary or genetic hip or elbow disorder, Buyer shall return copies of the veterinary report and the OFA certificate, x-ray's etc. along with the registration papers and a certificate of spay/neuter (including microchip #) to the Seller.

1 Year Patella Guarantee: If within the first 2 years of life, the dog is diagnosed with a grade 3 or 4 luxating patella, and it requires surgery, Buyer shall notify Seller immediately. Buyer shall have said dog examined and x-rayed by a licensed orthopedic veterinarian and then submit the x-ray to OFA for verification. In the event that OFA determines said dog has a grade 3 or 4 luxating patella, and it requires surgery, Buyer shall return copies of the orthopedic veterinary report and the OFA certificate, x-ray's, etc. along with the registration papers and certificate of spay/neuter (including microchip #) to the Seller.

1 Year Eye Guarantee: If within the first 2 years of life, the dog is diagnosed with Canine Eye Diseases that seriously disables or leads to blindness, Buyer shall notify Seller immediately. Buyer shall have said dog examined by a Qualified Canine Ophthalmologist that is board certified to Issue a C.E.R.F number and certificate. The ophthalmologist must state in writing that the defect is definitely of a hereditary nature and not caused by injury, illness or old age. Buyer shall return copies of the veterinary report and the CERF certificate along with the registration papers and a certificate of spay/neuter (including microchip #) to the Seller.

1 Year Heart Guarantee: If within the first 2 years of life, the dog is diagnosed with a Fatal Heart Disorder, Buyer shall notify Seller immediately. Buyer shall have said dog examined and tested by a qualified Canine Cardiologist and then submit the results to OFA for verification. The cardiologist must state in writing that the defect is definitely of a hereditary nature and not caused by injury or illness and that it is fatal. The Buyer shall return copies of the veterinary report and the OFA certificate, etc. along with the registration papers and a certificate of spay/neuter (including microchip #) to the Seller.

Replacement Puppy:

1. With all 1 year health guarantees above, buyer shall be allowed to retain ownership of the original puppy. Guarantees are for a replacement puppy only. If Buyer does not want a replacement that is their option, but no cash refunds will be given, and Buyer shall be responsible for all health care/veterinary expenses. Buyer is responsible for all shipping/transportation costs to/from Seller for original dog and replacement.

2. Once the Seller has been notified of a health problem protected against in the 1 year guarantees above, and the conditions of the contract have been met, the Buyer's name will then be placed in the next available spot on the Seller's waiting list. The Buyer will then be able to choose their replacement puppy when their turn comes up on the list, choosing from the currently available puppies at that time.

3. It is understood that the replacement puppy will be of the same breed, but may or may not be from the same parents of the original puppy.

SELLER INITIALS _____

BUYER INITIALS _____

4. The replacement puppy will not be released to the Buyer until all transportation costs have been prepaid by the Buyer.
5. Buyer is responsible for all shipping/transportation costs to/from Seller

Limitations:

Disorders that may be caused by environmental factors are not covered under these Guarantees. Examples of such disorders include parasitic infestations, coccidia, kennel cough, demodectic mange, scabies, growths, allergies, thyroid dysfunction, parvo, and other autoimmune system maladies. For pet buyers only, uneven bites, umbilical hernias, or retained testicles are not covered.

Medical Treatments/Expenses:

If for any reason the Buyer elects to have their vet treat their dog, then it is the Buyer's financial responsibility, as Seller will not cover any medical costs or treatments of any kind. Seller will not under any conditions pay for any surgery or treatment procedures of any type.

In the case of death:

If for any reason the Puppy dies during the first year of life, the Buyer shall have a necropsy performed by a State Laboratory, at Buyer's expense, to determine cause of death. Seller shall provide a replacement puppy only if the death was caused by a covered genetic problem or an illness which the puppy had prior to the time of purchase.

Conditions of All Health Guarantees:

All Health Guarantees in this contract are null and void if the following conditions are not met:

1. The puppy must not be euthanized or treated for conditions covered in this guarantee without Seller's written approval.
2. The Buyer must take the Puppy to an examining licensed veterinarian within three business days of the puppy leaving Seller's custody, and return a copy of the Veterinary Report to the Seller within one week.
3. The dog must receive all customarily recommended vaccinations and dewormings at customarily recommended intervals and times. If Buyer files a claim with the Seller, the Buyer must provide Seller with all of the dog's health records, including vaccinations and dewormings given.
4. The dog must consistently be fed a high quality feed with meat as the first ingredient.
5. The Buyer must maintain the dog at a healthy weight at all times, and provide the dog with all veterinary recommended general care. **The dog must be seen by a licensed veterinarian at least once every 6 months** for a general health exam. The Buyer must receive and save a veterinary report from each visit, **which includes the current weight** of the dog as determined by the Vet during the exam. If the Buyer files a claim with the Seller, the Buyer must provide Seller with copies of all of these veterinary reports.
6. The Buyer shall send photo updates and weight of the dog to the Seller, we like seeing our babies in their new homes 😊

If shipping, what Airport is closest to you?

SELLER INITIALS _____

BUYER INITIALS _____

What day would you want your puppy shipped or will you be picking up

Where did you hear about us?

Buyer's Signature:

Date:

Buyer's Printed Name:

Buyer's Address:

Buyer's Phone:

Buyer's Email:

Seller's Signature:

Date:

Seller's Printed Name:

Seller's Mailing Address:

Michelle Nelson
Po Box 677
Stockton, UT. 84071

Seller's Phone Number: (801) 834-0282

Seller's Email Address: brooksidepomsky@gmail.com

SELLER INITIALS _____

BUYER INITIALS _____