

This Agreement dated as of \_\_\_\_\_20\_\_\_\_ is between Helen Hansen (Breeder),

and

\_\_\_\_\_ (Buyer) the subject of this Agreement is the below described puppy.dog.

\* **Registry. \_\_ AKC**

\* **Registers Name** \_\_\_\_\_

\* **Registered Number** \_\_\_\_\_

\* **SEX** \_\_\_\_\_

\* **DATE OF BIRTH.**

\_\_\_\_\_ \* **MICROCHIP #**

\_\_\_\_\_ \*

**SIRE:** \_\_\_\_\_

\* **SIRES REGISTRERED**

**#:** \_\_\_\_\_

\* **DAM:**

\_\_\_\_\_ \* **Dam Registered**

**#:** \_\_\_\_\_

- 1. Deposit.** A NON refundable deposit of \$300.00 shall be due and paid to Breeder upon execution of this Agreement. Puppies will not be Reserved without a paid deposit. The Deposit will be applied to the final purchase price. Buyer acknowledges the Breeder can to control litter sizes and that the wait time for puppies can be longer than expected. The Buyer acknowledges that the Deposit is non refundable in all circumstances.

- 2. Purchase Price.** The full purchase price of \$\_\_\_\_\_ is agreed with the balance due in full at least 2 weeks before the puppy/dog is delivered to Buyer or upon Buyer's pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US dollars and paid to Breeder, via. Cashiers Check or cash
- 3. Limited Registration.** The puppy/dog is a purebred Pomeranian registrable/registered with AKC registration papers. As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events such as Agility, Obedience and Rally. The puppy/dog shall not be bred at any time and if pups are produced such offspring will not be eligible for AKC registration.
- 4. Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, the Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$200.00 per litter of offspring and all of Breeder's warranties set forth in this Agreement will become null and void.
- 5. Breeder's Obligations,** Breeder represent and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer. Buyer's payment of the full Purchase Price
- 6. State of Health: Short-Term Health Warranty.** The puppy/dog was previously examined by a licensed veterinarian and was found to be in good health at the time and has had the immunizations enumerated in the health records provided to Buyer. Buyer at its own expense must have puppy/dog examined by a licensed veterinarian within 72 hours or three days. Or a longer period of time with Breeder's prior written consent if Buyer notifies Breeder that Buyer is unable to obtain an examination because of busy Veterinarian schedule of receiving the puppy/dog. For the guarantee in this section to be valid. If, within the Examination Period a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale the puppy/dog may be returned to Breeder for another puppy from different lines. When one becomes available.

the foregoing guarantee expressly excludes Any health issues caused by Buyer's ill-treatment, abuse or neglect, any health issues that result from the puppy/dog transportation from Breeder to Buyer and all minor illnesses and health issues including upper respiratory infection allergic reactions stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus) UTIs vaginitis or umbilical hernias.

- 7. Long Term Health Warranty:** Breeder provides a one year warranty from the puppy/dogs date of Birth against any debilitating congenital conditions. For the purposes of this section, debilitating congenital conditions include. Heart Failure, Liver and Kidney failure. And expressly do not include these conditions. Ability to breed, size, coat color or consistency confirmation or disposition of the puppy at maturity. We will provide a gestate of adult size based on the weight of the parents and the history of what our dogs produce. This guarantee does not cover hypoglycemia, coccidiosis, Giardia, allergies, respiratory infection Luxating patella's. If puppy is determined to have Alopecia X or BSD in the first year of life ( which is cosmetic only). I will replace puppy from another line. When a puppy becomes available. That is the only option. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply and requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination
- 8. No Other Warranties:** No other warranties or guarantees expressed or implied are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition except as expressly and specifically set forth here in.
- 9. Buyers Obligations,** Buyer agrees to the following:
  - 1. Proper care.** Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements a safe and (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will

provide proper veterinary care throughout the puppy/dogs lifetime, including but not limited to routine vaccinations and/or titers to maintain the puppy/dogs immunity to common canine diseases

2. **Veterinary Care:** Buyer will also provide the following veterinary care: Routine vaccinations and/or titers to prevent common infectious diseases. Routine treatment for internal and external parasites; and annual examination by a licensed veterinarian
  1. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
  2. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian

**10. Sale Prohibition:** Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, nor any progeny of the puppy/dog shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.

**11. Restrictions on Transfer:** If at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity) at Breeder's sole election, the puppy shall be returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder re-homed by Buyer with Breeder's prior written approval, in each case without any refund or payments due to Buyer. If, following receipt Breeder decided to re-home the puppy/dog. Breeder may elect to refund Buyer a portion of the Original Purchase Price after deducting applicable maintenance training veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dogs original Purchase Price pending upon the age, training and condition of the puppy/dog.

**12: Spay and Neuter Provision.** The right to Ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than the age of 1 year and providing proof of such spaying..neutering to Breeder immediately upon completion, In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement. Buyer will be subject to and hereby agrees to pay, as a penalty, the sum of \$500.00 if puppy/dog is not spayed/neutered in accordance with this Agreement.

**13: Remedy for Mistreatment:** If the Breeder feels the puppy/dog is not getting proper care and treatment. Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment abuse or neglect, Breeder has the right to take full possession of the puppy/dog (and its duly signed AKC transfer papers/registration). And all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section. Buyer shall not be entitled to any refunds of any payments made to Breeder.

**14. Agreement to Mediate:** If a dispute arises out of or relates to this Agreement or the alleged breach thereof, and the dispute is not settled through negotiation, the parties agreed first to try in good faith to settle the dispute by mediation before resorting to arbitration litigations or some other dispute resolution procedure, The process shall be confidential based on terms acceptable to the mediator and/or mediation service prover,)

**15. Governing Law:** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Montana without regard to the conflicts of laws provisions thereof.

**IN WITNESS WHEREOF**, Breeder and Buyer have executed this Agreement effective as of the Effective Date

**BREEDER:**

**BUYER:**

\_\_\_\_\_

**Name:** \_\_\_\_\_.

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_.

**Email:** \_\_\_\_\_.

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

**Phone:** \_\_\_\_\_.

**Phone:** \_\_\_\_\_