

**Puppy/Dog agreement & Guarantee  
(Full Registration)**

This agreement dated as of \_\_\_\_\_, 20\_\_\_\_ is between Helen Hansen (breeder and \_\_\_\_\_ buyer

**\*. Register. AKC**

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

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

**\* Sex** \_\_\_\_\_

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

**\* Microchip #** \_\_\_\_\_

**\* Sire:** \_\_\_\_\_

**\* Sire Registered #:** \_\_\_\_\_

**\* Dam:** \_\_\_\_\_

**\* Dams Registered #:** \_\_\_\_\_

**Breeder and Buyer agree as follows.**

**Deposit**

1. A non-refundable deposit of \$300.00 shall be due and paid to Breeder upon election of this Agreement and has been paid to the breeder. The Deposit shall be applied to the final Purchase Price. Buyer acknowledges that the Deposit is non-refundable in all circumstances. However if a puppy/dog that meets Buyer's identified preferences is not available when it becomes Buyer's turn to pick a puppy/ fro the selected litter Buyer may let to have the deposit transferred to the net litter.

**2. Purchase Price:** The full purchase price of \$\_\_\_\_\_ is agreed with the balance due in full at least 8 weeks before the puppy/dog is delivered to Buyer or upon Buyer's pickup of puppy/dog Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payment due under this Agreement shall be made in US dollars and paid to Breeder (Medicine Lodge Poms LLC). I except cash or Cashiers Check.

**3. Full Registration:** The puppy/dog is a purebred Pomeranian registrable..Registered with the AKC registry and is being sold with full AKC registration, which allows show and breeding rights on the puppy/dog.

**4. Registration by Breeder:** Breeder shall register the puppy/dog with AKC registry, Buyer will not change the puppy/dogs registration name without Breeder's prior written consent and will never remove the kennel prefix from the puppy dog's registration name.

**5. Breeder's Obligations:** Breeder represents and warrants the following:

a. Ownership. Brewer is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer Upon full Purchase Payment.

b. 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 has the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense will have the puppy/dog examined by a licensed veterinarian within 72 hours or 1 weeks time frame if visit can not be scheduled due to veterinarians schedule. 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 a different line. The veterinarian must provide with 48 hours a written statement deeming the puppy/dog 'UNFIT FOR PURCHASE'"The foregoing guarantee expressly excludes any health issues that result fro the puppy/dog's transportation from

Breeder to Buyer and all minor illnesses and health issues, including upper respiratory infections, allergic reactions stress colitis/diarrhea, internal or external parasites or contagious viruses (including Canin parvovirus) UTI's, vaginitis or umbilical hernias.

c. Long-Term Health Warranty. Breeder provides a 1 year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. For the purpose of this section, "debilitating congenital conditions" include Heart, Liver, Kidney and expressly do not include those conditions for reference only. 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.

d. Returns/refunds. If it is determined by a licensed veterinarian that the puppy/dog was "unfit for purchase" or has a genetic disorder that is identified with the warranty periods described above the Buyer may return the puppy/dog and receive a replacement puppy/dog from the next available litter of equal or better value, or keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursement will not exceed the purchase price amount. Should the puppy/dog by returned or exchanged according to the terms of this section. Buyer shall be responsible for any and all transportation expenses, veterinarian charges crate fees, air freight charges, and transportation fees.

## **6. Buyers Obligations**

a. 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 (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 titer to maintain the puppy/dog's immunity to common canine diseases.

**b. Veterinary Care.** Buyer will also provide the following veterinary care: Routine vaccinations and/or titers to prevent moon infectious diseases; routine treated for internal and external parasites and annual examination by a licensed veterinarian.

**c. Care to Prevent Orthopedic Conditions.** Buyer will also provide the following car:

i. Proper nutrition to support real growth an maintain optimum body condition, Buyer will not overfeed the puppy/dog nor allow it to become overweight:

ii. Proper daily exercise not maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grow or the activity is approved by a liked veterinarian; and

iii. Avoidance of stress injuries such as to allowing the puppy/dog to jump from or over heights taller than itself at the should until puppy/dog is full grown or the activity is approved by a licensed veterinarian.

**d. Sale Prohibition.** Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees nether the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog nor any progeny of the puppy/dog shall be sole by or through any commercial broker or wholesale established, any chain store, catalog sales house or pet store.

**e. Restriction 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 or rehoused by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer.. Breeder may elect to refund Buyer a portion of the original Purchase Price after applicable maintenance, training veterinary an 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 depending upon the age training and condition of the puppy/dog.

**f. No transfer out of the United States,** Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.

**g. Breach by Buyer.** Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in the Agreement being null and void.

## **7. Breeding Rights**

**a. Breeding prospect,** Seller acknowledges that the puppy/dog is being sold as a breeding prospect and represents that, at the time of sale, the puppy/dog shows promise of being worthy of being bred as an adult at the time of sale. Buyer acknowledges that due to changes which can occur as a dog matures and necessity of health clearances being obtained prior to breeding.. Seller is not providing a guarantee that puppy/dog will be of breeding quality as an adult. If puppy/dog fails to pass any health clearances or is otherwise determined by Seller to be suitable for breeding Buyer agrees not to breed the puppy/dog and to promptly have a spay/neuter completed on the puppy/dog (at Buyers expense) and provide proof of the spay/neuter to Seller immediately upon completion.

**b. Breeding Partner.** If the puppy/dog is female, Seller and Buyer must mutually agree on a choice of stud dog(s) to be used on the puppy/dog prior to the puppy/dog being bred. If the puppy/dog is a male, Seller must approve of all females to which the puppy/dog may be bred prior to the puppy/dog being used at stud.

**c. Breeding Costs** Buyer is responsible for all costs related to breeding the puppy/dog including but not limited to the costs of health clearances, stud fees, transportation, veterinary care, and whelping and raising the litter.

## **8. Showing Rights**

**a. Showing Prospect.** Seller acknowledges that the puppy/dog is being sold as a show prospect and represents at the time of sale,

the puppy/dog is free from any major faults and shows promise of being able to complete an AKC registry breed championship. Buyer acknowledges that due to changes which can occur as a dog matures, Seller is not providing a guarantee that puppy/dog will be of showing quality as an adult.

b. Showing rights. Buyer may show the puppy/dog himself/herself or may utilize the services of a professional handler. Buyer shall be responsible for all expenses related to showing the puppy/dog

**9. 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.

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

**11. 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:

\_Helen Hansen

Address:\_ 4100 Medicine Lodge Road / Dillon, Montana. 59725

Email: **3237helen@gmail.com**

Phone: 406-681-3237

Buyer

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

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

\_\_\_\_\_

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

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