Terms and Conditions of Sale

This is SMP Pomsky/Southern Minnesota Pomskies ("Agreement") is made between Smp Pomsky and the individual purchasing the puppy pursuant to this Agreement for the purchase of the puppy identified by the Parties (the "puppy").

The puppy is sold as-is, and, other than as expressly set forth herein or in the [**Health Guarantee**](https://www.puppyspot.com/terms-and-conditions-of-guarantee), the terms of which are incorporated herein by reference and are made a part of this Agreement, SMP Pomsky makes no representations, warranties, covenants, agreements or guarantees including, without limitation, those relating to disposition, conformation, size, weight, color or markings of the puppy.

The following terms and conditions also apply to your purchase of the puppy from SMP Pomsky.

**1.  Puppy Value.**

The value of the puppy for all purposes of this Agreement and (the "Health Guarantee"), is limited to the purchase price of the puppy (the "Purchase Price"), and does not include, as applicable, applied store credit, taxes, shipping costs, health certificate, veterinarian costs, shipping crate or any additional costs or expenses incurred or asserted by Customer in connection with the puppy.

**2. Code of Conduct.**

All puppies are sold as pets. Customer agrees and acknowledges that Customer will not breed the puppy. Customer agrees to spay or neuter the puppy at an appropriate age, as determined in consultation with Customer's veterinarian. Customer further agrees to care for the puppy in a humane and responsible manner, including, but not limited to providing it with clean and adequate shelter, food, water and veterinary care. Customer agrees that the puppy shall reside inside his or her home, shall not be allowed to roam freely, and shall wear a collar with identification tags and any required license tags at all times.

Following is SMP Pomsky Code of Conduct:

* Lifelong care of the dog. This means committing to the relationship for your dog’s entire life.
* Selecting a dog and breed that is suited to your home and lifestyle and avoiding impulsive decisions.  You should be aware of common health problems associated with individual breeds, how to prevent them, and how to recognize their onset. Ensure that the rules of your housing allows for dog ownership.
* Recognize that owning a dog(s) requires an investment of time and money. Keeping only the type and number of dogs for which you can provide a healthy, positive and safe environment. This includes appropriate/healthy food, water, shelter, health care, bathing, grooming and companionship. You need to be able to feed the puppy throughout the day, take it outside for bathroom breaks, and teach it manners (e.g. sit/stay and walk on a leash).
* Purchase food, treats, a collar and leash, toys, grooming tools, and other things you’ll need in advance so that your dog or puppy’s transition into your home will be a smooth one.
* You and your family members should decide who will be responsible for food, water, walks, exercise, cleanup, and grooming.
* Move breakables or “chewables” to higher ground. Make electrical cords inaccessible to curious paws and noses. Block off any area of the house that’s off-limits. Block access to any house, garden plants, foods or medicines that are toxic to dogs.
* Make sure the yard is securely fenced or that you have a run for your dog. Your pup will need to be on a leash outdoors.
* If traveling with your dog, keep your dog safe in the car by using a crate or seat belt harness.
* Create a comfortable area — whether a crate, a dog bed, or a pile of blankets — for your dog to go to when he needs rest or privacy.
* Ensure socialization and appropriate training for your dog(s) to facilitate their well-being and the well-being of other animals and people.
* Prevent your dog(s) from negatively impacting other people, animals and the environment. This includes proper waste disposal, noise control, and not allowing dog(s) to stray or become feral.
* Provide frequent exercise and mental stimulation appropriate to your dog(s)' age, breed, and health status.
* Establish and maintain a veterinarian-client-patient relationship. Choose a veterinarian ahead of time, so you’ll be ready for a visit soon after your dog comes home. Give your vet copies of the dog’s health records, and set up a vaccination and check-up schedule.
* Provide preventive (e.g., vaccinations, parasite control) and therapeutic health care for the life of your dog(s) in consultation with, and as recommended by, your veterinarian.
* Ensure dogs are properly identified (i.e., tags or microchips) and that their registration information in associated databases is kept up-to-date
* Adhere to all laws, regulations and ordinances, including licensing and leash requirements.
* Help to manage overpopulation by controlling your dog(s)' reproduction through spaying/neutering your dog.
* Include your dogs in your planning for an emergency or disaster, including assembling an evacuation kit. Make arrangements for the care of your dog when or if you are unable to do so.
* Recognize declines in your dog(s)' quality of life and making decisions in consultation with your veterinarian regarding appropriate end-of-life care (e.g., palliative care, hospice, euthanasia).

**6. Cancellation by Customer.**

Customer may cancel purchase of the puppy by notifying SMP Pomsky. In the event you cancels the purchase, you understands and agrees that an administrative fee of up to $495.00 may be retained by SMP Pomsky.

**8. No Returns for Monetary Refund.**

SMP Pomsky will not accept any returns of the puppy for monetary refund for any reason including, without limitation, allergies, landlord/tenant restrictions, marital issues, puppy adjustment problems or any other reason. Puppies need time to adjust to their new surroundings – before deciding your puppy isn't working out, give us a call here at SMP Pomsky so we can help you figure out if any discomfort you or your puppy are having is routine adjustment or something bigger.

**9. Puppy Must Be Returned If Customer Cannot Care for It.**

In the event Customer is unable or unwilling to care for the puppy at any time during the puppy's life, Customer agrees to contact SMP Pomsky immediately regarding rehoming the puppy. If Customer must return the puppy for any reason, it will be on a surrender basis only with no refund or credit, and Customer will be responsible for all travel-related costs.

**13. Choice of Law.**

The Agreement, and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of law provisions that would cause the application of the laws of any other jurisdiction.

**15. Entire Agreement.**

This Agreement represents the entire agreement between the Parties and no other terms or conditions shall be applicable to this sale.

Print:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Terms and Conditions of Guarantee

Before bringing a puppy home, SMP Pomsky wants you to know that owning a puppy means frequent visits to a veterinarian and that you will be responsible for all costs associated with such veterinarian visits.

At SMP Pomsky, we do everything we can to make sure your puppy is as healthy as possible when s/he arrives, but puppies are living breathing animals which means health issues do arise from time to time despite our best efforts.

1. **What does this guarantee cover?**

Before your puppy comes home he or she has undergone an extensive veterinary health check and his/her breeder has followed our vaccination and deworming protocols. This guarantee covers health issues that may arise after the arrival of your puppy. This guarantee only covers puppies who are delivered [and have continually resided] within the United States and/or Canada.

* 1. *Days 1-14:* If, within 14 days of arrival, your puppy is found to have a contagious disease, illness, or parasite, SMP Pomsky will provide you with reimbursement of reasonable and customary veterinary bills to treat such condition up to the purchase price of your puppy.
	2. *Year 1:* If within one year from the date of arrival from SMP, your dog is found and certified by two duly licensed doctors of veterinary medicine (any reference herein to a "veterinarian" shall be assumed to mean a "licensed doctor of veterinary medicine") of your choosing to have a congenital or hereditary condition which adversely affects the health of the dog, and if SMP Pomsky is notified within five business days of the first veterinarian's determination, SMP Pomsky will provide a replacement puppy of equivalent value or reimbursement of reasonable, documented, actually incurred veterinary expenses associated with such diagnosed condition up to the purchase price of your puppy.
1. **What is not covered?**

The following are not covered by this Guarantee:

* 1. Cost of regular veterinary care, food, medicine, supplements, training, grooming, cleaning, or other costs of raising and owning a puppy.
	2. Injuries or accidents, including, but not limited to, ingestion of foreign matters, choking, falls, scrapes, bumps, bruises, bug bites, human inflicted injuries, run-aways, car related injuries, injuries, and illness or injury resulting from or related to veterinary procedures (e.g. spay or neuter procedures, etc.).
	3. Behavior, personality, or temperament traits including, but not limited to potty training, chewing, digging, etc.
	4. Appearance, size, or other physical characteristics, breed standards, or aesthetic preferences.
	5. Results of genetic testing.
	6. Contagious illnesses or parasites that are diagnosed more than 14 days after puppy's arrival.
1. **What are your obligations?**

YOU MUST FULFILL THESE OBLIGATIONS, AS EXPLAINED HEREIN, OR THIS HEALTH GUARANTEE WILL TERMINATE AND BECOME NULL AND VOID.

* 1. New Puppy Exam: You must have your puppy examined by a licensed veterinarian within (30) business days of the arrival of your puppy.
	2. *No Vaccines for 10 Days:* Your puppy will arrive up to date on vaccinations. To avoid over-vaccination, you should not vaccinate the puppy within the first ten (10) days after your puppy's arrival.
	3. *Regular Veterinary Care:* You must visit a licensed veterinarian on a regular basis and ensure your dog receives proper health checkups and timely inoculations.
	4. *Appropriate exercise:* All dogs need regular exercise and stimulation. You should speak to your veterinarian about the appropriate amount of exercise for your particular puppy at each stage of its life. In particular, you should be careful to avoid over-exercising your puppy during its growth period.
	5. *Healthy Diet:* Your puppy will arrive with information about the type of food it has been fed so far [and a small amount of that food]. If you plan to transition to a new food, you should do so gradually to allow your puppy a chance to acclimate to the new food. You should follow a recommended nutritional program, including feeding only premium dog foods and veterinarian approved supplements. You should be careful not to under or over feed your puppy and, in particular, if your puppy's breed is prone to hip dysplasia be careful not to over-feed your dog.
	6. *No breeding:* Your puppy is intended to be a companion dog; do not breed your dog. If your dog is bred, this Health Guarantee shall terminate and become null and void. Your puppy should be spayed or neutered at an age deemed appropriate by your veterinarian.
1. **How to file a claim**

If you have complied with the requirements in Section 3 of this Guarantee and your puppy experiences a health issue that you believe may be covered under this Guarantee, you should notify SMP Pomsky immediately. If possible, you should include a copy of the health records associated with your puppy's diagnosis and any other information you have about the health issue.

SMP Pomsky reserves the right to, at any time during the claim review process, obtain an additional opinion by Summers Ridge Veterinary Clinic in Janesville MN to review any diagnosis submitted in connection with a claim under this guarantee.