

Puppy Contract

North Gate Pomskies

Kennel Name: North Gate Pomskies

Breeder Name: _____

Address: _____

Phone: 319-540-1658

Buyer Name: _____

Address: _____

Phone: _____

Date of Sale: _____

Date of Delivery: _____

Price: _____

Deposit: _____ **Date:** _____

Transportation fee(not included in the original price): _____ Date: _____

Balance paid: _____ Date: _____ (Balance due before delivery)

Description of the Puppy

Breed: _____

Gender preference: () Male () Female

Puppy Generation: _____

Puppy's Litter Given Name: _____

If Renamed, New Name: _____

Color: _____

DOB: _____ (Puppies must be 8-9 weeks or older before delivery)

Litter Name or Number: _____

Sire: _____

Dam: _____

Proposed use of the puppy

Pet or family companion

Performance competitions/Therapy/Assistance

Breeding

Buyer/Breeder Agreements

Health: The puppy sold is in good health on the date of sale. The first sets of puppy shots have been given and the puppy has been dewormed every two weeks. The puppy/dog's sire and dam are both DNA tested. The puppy/dog is expected to be free of the hereditary issues that were tested for. However, no guarantee of such is or can be made for all of the hereditary issues that may be possible. Breeder does not assume any liability for any injury to said puppy after delivery outside of the health guarantee.

Short Term Guarantee: North Gate Pomsbies guarantees this puppy free any life-threatening illnesses for 48 hours. The Buyer is recommended to arrange a veterinarian examination within 48 hours of bringing the puppy home. Should the veterinarian find the puppy has a life-threatening condition in which the cause was attributed by North Gate Pomsbies , the puppy may be returned and refunded everything. North Gate Pomsbies has the right to ask a second opinion by a veterinarian of their choice. If the Buyer does not have proof of taking the puppy to a veterinarian within 48 hours of purchase, the refund is null and void. Transport back to the Breeder will be arranged and covered by the Buyer.

Long Term Genetic Health Guarantee: North Gate Pomsbies guarantees this puppy free from any life-threatening genetic illnesses up to 12 months from its date of birth. This guarantee covers any ailments that are caused by pairing two parent dogs that passed a life-threatening genetic trait to the puppy. In order for the genetic condition to be covered it must cause the dog to die unexpectedly or be euthanized immediately by a veterinarian. If it has been deemed that the puppy has a life-threatening genetic condition the Buyer has 48 hours from the time of the Veterinary findings to notify North Gate Pomsbies . If the Buyer fails to do so, the guarantee is null and void.

Issues Not Covered in Any Guarantee: Any condition that is minor, correctable, treatable or non-life threatening, is not covered. Conditions which may go away or are considered to be a condition which a puppy may grow out of, or does not cause death, is not covered. We vaccinate our dogs as per the recommendation of our vet, and full shot records are given to the owner when the puppy goes home(Though dogs are vaccinated, that does not mean that they cannot get conditions/diseases that they are vaccinated against). The conditions not covered include but are not limited to; umbilical/inguinal hernia, luxating patellas, retained testicles, kennel cough, autoimmunity, anxiety, cuts, grade 1-2 innocent heart murmurs, ear/skin mites, skin disorders such as mange and allergies, or any other minor condition. Minor conditions are too numerous to cover in this document. Any minor condition may be discussed with North Gate Pomsbies for consideration.

Vaccinations: The BUYER agrees to finish all puppy vaccines before taking their dog out in public, letting their puppy on public sidewalks and grasses or letting their puppy be touched by people outside of the family. This reduces the chances of your puppy picking up a communicable disease such as Parvo WHICH CAN BE FATAL and is not covered by the health guarantees.

Pomsby Markings/Size: North Gate Pomsbies cannot guarantee size, color, or markings as an adult. These genetics are determined by chance. North Gate Pomsbies will give the Buyer their best predictions based on experience, but they are not guaranteed as adults. No refunds or replacements will be given due to size, color or markings.

Pet Only/Spay and Neuter Required: A puppy sold as pet only is never to be used for breeding purposes and the dog is to be spayed or neutered before a year of age. If the puppy being purchased is under Limited Breeding Rights proof of spay/neuter must be presented to North Gate Pomsbies by a licensed veterinarian prior to 12 months of age in a form of vet records or a photo of the incision site as well as the vet's contact information. If the Buyer does not show proof of spay/neuter at 12 months of age and cannot provide a reasoning, it will be deemed a breach of contract and legal action may be pursued. If the purchased puppy is bred and puppies are produced up to \$4000 per puppy shall be rewarded back to North Gate Pomsbies due to breach of contract. A breeding rights fee of \$1000 will also be rewarded back to North Gate Pomsbies immediately. This will cause North Gate Pomsbies to pursue legal action and the Buyer will be prosecuted to the full extent. We do not allow people to keep their pets intact because they feel that fixing them is cruel. If the Buyer initially purchases the puppy on Limited Breeding Rights but wants to change to Full Breeding Rights it must be purchased from North Gate Pomsbies. Not all dogs are breeding quality regardless of parentage. We reserve the right to refuse breeding rights to anyone at any point in time. Once Full Breeding Rights are purchased, the Buyer is free to breed, show and sell offspring of the puppy. The Buyer agrees to use "North Gate Pomsbies 's" as a prefix on any registration papers.

Maintaining Proper Health: The Buyer agrees to maintain preventative health care including but not limited to; inoculations, internal as well as external parasites and heartworm preventative medication. The Buyer agrees to feed a high-quality food as well as provide proper socialization and training. In the event a Buyer exercises return rights under the genetic guarantee, all documentation that the above maintenance has been performed must be provided to North Gate Pomsbies. If the Buyer does not provide such proof that every step was taken to assure the good health of the puppy the guarantee is void.

Rehoming Provisions: If the puppy needs to be rehomed at any time in its life, the Buyer is to contact the Breeder FIRST. The puppy will either come back to the Breeder for new home evaluations or the

Breeder will assist the Buyer in finding the puppy a new home. If the Buyer rehomes this dog and doesn't tell the breeder, it will be deemed a breach of contract and the Buyer will be fined up to \$1500 and legal action will take place. This is only to ensure the puppy is always in good hands and never ends up abused or in a shelter. It is our duty as a breeder to ensure that our dogs are always in good homes and are never placed in an unsatisfactory home or a shelter.

Puppy Mistreatment: If the Breeder determines that the puppy/dog is not suitably cared for, or that it has been mentally or physically mistreated, the Breeder has the right to take full possession of the dog without refund. We as a breeder will not interfere unless there is a VERY SIGNIFICANT cause to do so. The Breeder's opinion is the only authority required to justify this action. Testimony of other people will not supersede the Breeder's judgment on this matter. Under such circumstances, all guarantees are then void. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, or heat stroke will not entitle the buyer to any compensation from the Breeder in the terms of any guarantee, which are then null and void. This dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. This dog is not to be used for any illegal or immoral activities and is not to be used for any type of puppy mill, dog farm or other mass-producing or money making operation.

Breeder Guarantee: The Buyer agrees that the puppy is sound in health, temperament, and condition and is satisfied with the purchased puppy. North Gate Pomsies agrees to always help if there are any questions or concerns with the puppy throughout its lifetime. North Gate Pomsies also agrees to take back the puppy if the Buyer is no longer able to keep it or will help in rehoming to a new suitable home. The Buyer acknowledges that North Gate Pomsies has done everything possible to make this a great experience and to create a puppy that is at breed standard in health and temperament. North Gate Pomsies guarantees to always be swift to reply and be of any assistance to the Buyer throughout the puppy's life North Gate Pomsies agrees to always be honest and fair.

This agreement is made and signed by both parties to insure the wellbeing and protection of this

animal. If any part of this Agreement is breached, North Gate Pomsbies is released from any further obligations hereunder. Should North Gate Pomsbies need to seek legal action against the Buyer or the Buyer seek legal action against North Gate Pomsbies due to violations in this agreement, the Buyer will assume any and all attorney and court fees. This Contract and Agreement shall be governed by and construed in accordance with the laws of the United States and the state of Iowa in Benton County. Buyer agrees and understands that this contract is non-transferable, as it applies only to the original puppy and Buyer.

Buyer Name Printed: _____

Buyer Signature: _____

Date: _____

North Gate Pomsbies /Breeder Signature: _____

Print: _____

Date: _____