

Waiting List Overview and Deposit Receipt for a TLC Pomsbies Puppy

TLC Pomsbies breeds and sells the finest 50/50 and 75/25 Pomsby Dogs. TLC Pomsbies offers potential buyers the opportunity to determine the order of selection by joining a “wait list” in which the order of selection is aligned with the order in which non-refundable \$500 deposits are received. For example, the first person to deliver the deposit to TLC Pomsbies earns the right to select the first dog from the designated litter after the breeder’s right of first selection, the second person, the second dog, etc.

Breeding Pomsbies is not a predictable practice and TLC Pomsbies makes no guarantees about the number of dogs, markings, size, weight or other determining characteristics before a litter is delivered. Further, as pups grow, initial characteristics may change as dogs mature.

If a potential buyer on the waiting list determines that she or he does not want to purchase a dog from a specific litter, she or he may transfer their waiting list priority (e.g. first choice, second choice, etc.) to a possible future litter. TLC Pomsbies can make no guarantees about timing, quantity or characteristics about future litters.

TLC Pomsbies will provide information to waiting list members/potential buyers about a litter as specific information about healthy pups is available. TLC Pomsbies will price the litter at approximately 4 weeks of age. By 7 weeks of age, the waiting list members must designate their selections to TLC Pomsbies to ensure that reasonable arrangements may be completed for pups to go to their new homes.

Pups are expected to be picked up 8 weeks after delivery (aka “purchase” or “take home date”). Payment in Full and Execution of a Sales Agreement (sample below) must be completed before pups will be released to the potential buyer.

If a potential buyer a) fails to pay for, b) does not pick up her or his pup at the designated time, or c) fails to make mutually agreeable alternate arrangements (e.g. later pick up date, transfer waiting list priority to future litter), TLC Pomsbies will provide a 7 day remedy period. If, after 7 days, these conditions are not resolved, the non-refundable deposit will be forfeited.

Delivery of the non-refundable deposit indicates the potential buyers’ acceptance of all terms and conditions contained herein.

Deposit from: [redacted] in the amount of \$500.00 received on xx/xx/xxxx.

Waiting List Status: [redacted]

Contract for Sale of a TLC Pomsbies Puppy

Agreement made on _____, between Lori Connolly, *dba* TLC Pomsbies, of 276 Proctor Road, Jaffrey, NH 03452 (“Breeder” or “Seller”)

and _____ (“Buyer”)

of _____ (address of Buyer).

Buyer Email Address: _____; Buyer Phone #: _____

The non-refundable purchase price for the dog identified below is \$XXXX.00. A non-refundable deposit of \$500.00 was received on XX/XX/XXX. The Purchase Date (also called the Pickup Date) is: xx/xx/xxxx.

Dog Identification Information

Breed: a xx/xx Pomsby born on XX/XX/XXX, a Male/Female Pup, known by TLC Pomsbies as XXXXXX;

The Dam is XXXX (AKC Lady TLC XXXX, registration # XXXX) and

The Sire is: XXXX (AKC Sir TLC XXXX, registration # XXXX).

In consideration of the mutual covenants and promises set forth in this agreement, seller and buyer agree as follows:

TLC Pomsbies Agrees:

Your Pomsby Puppy has been carefully bred and to the best of the breeder’s knowledge is sound in body, in excellent health, and free from disease, disability or debilitating conditions. This dog has been provided with a micro-chip identification by the breeder and specific information is included in your new owner information package.

The breeder states that the puppy has received the standard age-appropriate vaccinations and de-worming treatments. Your health record will inform you of when a booster is due, your puppy will need 2-3 more puppy vaccines and rabies at 16 weeks old and then yearly boosters. Please see your puppy’s health record for details on the health care your puppy has received while with the breeder.

TLC Pomsbies provides a 72 Hour Health Guarantee. The pup’s health is guaranteed for three days from the date of purchase. For the protection of the Buyer and Seller, the dog should be examined by a licensed veterinarian with 72 hours of purchase date. If the puppy is declared in unacceptable health by the licensed veterinarian within 72 hours (unless this falls on a weekend or Monday is a holiday) of the purchase date, he/she should issue a written statement of diagnosis that must be presented to TLC Pomsbies within 24 hours. The breeder reserves the right to a second opinion to be obtained from a veterinarian of breeder’s choice. If the Buyer

does not take the puppy to a veterinarian within 72 hours from the date of purchase, this warranty becomes null and void.

If documentation from the veterinarian is received and an unacceptable health condition is verified to the breeder's satisfaction, provided that the puppy has not been injured or neglected, then 1) the puppy must be returned to the breeder within 7 days of the pickup date, and 2) the breeder shall provide another puppy of similar value. The replacement puppy will be the breeder's choice of current stock, or expected litters. No cash refunds will be given, a replacement puppy, whenever one is available is the sole remedy. Veterinary or other expenses incurred in connection with the care of this animal will not be refunded.

TLC Pomskies also provides a 1 Year Replacement Guarantee. If the above identified dog should develop a severe genetic disease within 1 year of the purchase date and can no longer function as a household pet, the buyer may return the dog to the breeder. A proper letter from the licensed vet stating the problem found, and the vet's opinion on the viability of the animal must accompany the returned dog. The buyer shall inform the breeder as soon as reasonably possible to ensure that congenital issues are prevented from future breed pairings. The breeder reserves the right to a second opinion to be obtained from a veterinarian of breeder's choice.

The breeder will replace the diagnosed dog at no charge with a pup of comparable value. The dog will be replaced either from the same litter or from a future litter, within a year (when possible) of the dog being returned to the breeder or at such a date that a planned breeding occurs. All the vet bills and pickup/return delivery fees are the responsibility of the buyer and will not be accepted by the breeder.

No refund, in part or in full will be given for the following: neglect, disorders that may be caused by environmental factors, for example: Coccidia, Giardia, Kennel cough, Cancer, Demodectic Mange, Scabies, growths, allergies and other autoimmune system disorders that are not covered in this guarantee. This guarantee does not include cosmetic issues, uneven bites, undropped testicles, or umbilical hernia.

Unless otherwise specified, all vet bills for corrective surgery, cosmetic surgery, shots and normal healthcare, euthanasia, and spay/neuter are the responsibility of the buyer. In order to maintain the limited guarantee outlined herein, the buyer must have all updated immunizations given by a licensed veterinarian.

The breeder will provide DNA Test Results as proof of the 50/50 pairing. TLC Pomskies cannot guarantee color, size, weight, eye color or markings as an adult.

The Buyer Agrees:

The buyer shall keep the dog as a household pet and the dog shall reside with the buyer.

The buyer shall maintain the dog with adequate food, fresh water, shelter, affection and medical care upon sickness, disease or injury. Maintenance should include an annual health exam and routine vaccinations as recommended by a licensed veterinarian.

The buyer shall provide humane care in accordance with all current and future state, county and municipal laws and ordinances where the buyer resides.

The buyer shall provide a fully fenced yard or other humane means of exercise. The dog shall not be kept chained or constantly outdoors and will not permit the dog to roam unattended.

The buyer will not breed the dog and shall spay/neuter the dog by a licensed veterinarian at the appropriate time. Veterinarian confirmation of this procedure shall be provided to the breeder within 5 days of the treatment.

In the best interest of the dog's health, the buyer agrees to complete the vaccination sequence before taking the puppy out in public, letting the puppy walk or exercise in public spaces and minimizing contact with the people other than immediate family.

The buyer shall notify the breeder if the dog cannot be kept by the buyer and will offer the breeder the first opportunity to resume care and ownership of the dog at no cost to the breeder.

The dog shall not be sold, transferred or given to any individual or to any retail or wholesale establishment for the purpose of sale or resale.

The dog shall not be provided to any research institution where inhumane medical experimentation is practiced.

In any event in which ownership transfers back to the breeder, the buyer agrees to sign the necessary papers to return the breeder as the sole owner of the dog.

The buyer and breeder agree to keep each other informed of their current addresses. Annual photos and updates are encouraged.

The buyer agrees that it is the buyer's responsibility to accept the dog as described. The breeder has provided and the buyer has acknowledged a full disclosure of the health, habits and temperament of the dog. The dog's health records, from The Peterborough Veterinary Clinic, will be supplied at the time of purchase.

The Breeder and Buyer Agree:

This contract applies to the original buyer only and is non-transferable to a second party.

By this instrument, except as noted above, the breeder sells, assigns, and conveys all its right, title, and interest in the above identified dog.

This contract is null and void if any of the terms and conditions are not fulfilled. All items covered under this guarantee are replacement only.

In the event of any litigation/mediation/arbitration in connection with this Contract, by signing this contract, the buyer agrees to be responsible for breeder's attorney fees. This agreement shall be governed by, construed, and enforced in accordance with the laws of New Hampshire.

If any action or failure to act on the part of buyer shall result in any claim, suit, loss, damage, injury, death, or liability, buyer agrees to defend, indemnify, and hold breeder harmless and to pay all of breeder's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases breeder from any and all liability, costs or damages caused by the dog after placement with buyer, including but not limited to damage to or destruction of property, and injury to any person.

Any action or claim brought by buyer against seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the purchase date.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

I have read the above contract thoroughly and understand and agree with the terms set forth in this document. I also understand that this is a binding agreement and will abide by the terms we have agreed above. I acknowledge my acceptance of this contract with my signature below.

Buyer

Co-buyer

TLC Pomsbies