



DOG HEALTH WARRANTY PURCHASE AGREEMENT AND SPAY/NEUTER CONTRACT

This Health Guarantee Contract is entered into on the following date:

Date: _____

Seller: _____

Buyer: _____

Puppy Information

Buyer Name: _____

Litter/Puppy Name: _____

Microchip Number: _____

Date of Birth: _____

Gender: _____

Color: _____

Sire: _____

Dam: _____

Seller's Responsibilities

The Seller certifies that, to the best of their knowledge, the puppy is in good health at the time of transfer, with the exception of potential intestinal parasites, which are common in puppies and are treatable.

Prior to going home, the puppy has received the following:

- Age-appropriate vaccinations
- Routine deworming
- Permanent subcutaneous microchip
- Veterinary examination and Health Certificate (provided to the Buyer at the time of possession)

One-Year Life-Ending Congenital Defect Warranty

The Seller provides a one (1) year warranty from the date of purchase against verified life-ending congenital defects. A life-ending congenital defect is defined as a condition present since birth that significantly shortens the puppy's life expectancy or results in death.

The Seller certifies that every reasonable effort has been made in the selection and breeding of the sire and dam to reduce the risk of hereditary life-ending congenital conditions.



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Warranty Requirements

If a life-ending congenital defect is suspected:

1. The diagnosis must be confirmed by a licensed veterinarian. If the puppy has passed away, a complete necropsy performed by a licensed veterinary pathologist may be required.
2. The Buyer must provide all requested veterinary records to the Seller within seven (7) days of diagnosis.
3. The Seller reserves the right to obtain a second opinion from a veterinarian or board-certified veterinary specialist of the Seller's choosing, at the Seller's expense.
4. If a necropsy is performed and the results are inconclusive or fail to confirm a life-ending congenital defect, this warranty shall be considered void.

Warranty Remedy

If a covered life-ending congenital defect is confirmed within the one-year warranty period, the Buyer will be eligible to receive one (1) replacement puppy of equal or lesser value from the Seller's next available litter, provided the Seller is still actively breeding Pomskies.

- The original puppy does not need to be returned if proper veterinary documentation confirms the covered congenital defect.
- Selection of the replacement puppy is solely at the Seller's discretion.
- The Buyer understands that the wait for a replacement puppy may be up to twenty-four (24) months.
- If the Seller has permanently retired from breeding Pomskies, this warranty shall terminate, as replacement is no longer possible. Both parties acknowledge and agree that no cash refunds will be issued under this warranty.
- Replacement puppies are not guaranteed to match the original puppy's color, gender, eye color, size, or coat type.
- All transportation, flight, shipping, or delivery expenses associated with the replacement puppy are the sole responsibility of the Buyer.



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Exclusions

The Buyer forfeits all rights under this warranty if the puppy is euthanized or otherwise disposed of without first allowing the Seller's designated veterinarian the opportunity to provide a second opinion, unless immediate euthanasia is medically necessary to prevent unnecessary suffering and documentation is provided.

This warranty does not cover:

- Viral or bacterial illnesses
- Parasites, including Giardia and Coccidia
- Intestinal parasites
- Hypoglycemia
- Stress-related illnesses
- Hernias
- Improper bites
- Luxating patellas
- Hip disorders
- Cryptorchidism (one or both testicles failing to descend)
- Cancer
- Endocrine disorders
- Injuries
- Ingestion of foreign objects, food, medications, toxins, or chemicals
- Any illness, injury, or condition resulting from environmental factors, accidents, neglect, or improper care after the puppy leaves the Seller's possession.

Additional Terms

No warranties or guarantees, expressed or implied, exist except those specifically stated within this agreement.

This Health Guarantee is non-transferable and applies only to the original Buyer.

Under no circumstances shall the Seller be responsible for veterinary expenses, medications, diagnostic testing, emergency care, or any other healthcare costs incurred after the Buyer takes possession of the puppy, regardless of diagnosis.



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Buyer's Responsibilities

1. Purchase Price

The Buyer agrees to pay the Seller a total purchase price of \$_____ (\$_____ plus applicable 8.25% sales tax).

2. Costs, Transportation, and Risk of Loss

The Buyer is responsible for all costs associated with the purchase of the above-mentioned puppy, including but not limited to transportation, shipping-related expenses, health certificates, airline requirements, and any required documentation.

The risk of loss, illness, injury, or death of the puppy transfers to the Buyer once the puppy leaves the Seller's possession.

3. Required Veterinary Examination

The Buyer agrees to have the puppy examined by a licensed veterinarian within three (3) business days of taking possession.

A. Proof of examination must be provided to the Seller within this timeframe. Failure to complete the required veterinary examination and provide proof of examination will result in the Health Guarantee becoming void.

B. If the puppy is found during this examination to have a suspected life-ending congenital defect that was present prior to leaving the Seller's possession, the Buyer must provide written documentation from a licensed veterinarian clearly stating the diagnosis.

C. If a covered life-ending congenital defect is confirmed, the Buyer may receive a replacement puppy of equal or lesser value from the Seller's next available litter, provided the Seller is still actively breeding Pomsies. No monetary refunds will be issued under any circumstance. All terms and conditions outlined within the Health Guarantee section of this contract will apply.

D. For the safety of the puppy, the Buyer agrees to take precautions during veterinary visits. The puppy should be transported directly to and from the appointment in a kennel or carrier whenever possible. The Buyer should avoid allowing the puppy to walk on veterinary office floors or other high-traffic areas and should ensure the examination room has been properly disinfected before placing the puppy on any surface. Bringing a clean towel or blanket for the puppy to sit on is recommended.



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4. Intestinal Parasites

The Buyer understands that intestinal parasites are common in puppies and may occur even when proper deworming protocols have been followed.

The Buyer accepts responsibility for all veterinary expenses related to the diagnosis and treatment of intestinal parasites, even if parasites are present when the puppy goes home.

- A. If the Buyer is unwilling to treat intestinal parasites, including situations where multiple treatments may be required, they should not purchase a puppy.
- B. Stress, environmental changes, and transitioning into a new home can cause parasites that were previously controlled to become active.
- C. Some parasites may be contagious and can potentially affect other animals in the household.
- D. The Buyer agrees to promptly clean up feces, prevent other pets from consuming the puppy's feces, and use appropriate cleaning practices to help prevent the spread of parasites.

5. Lifetime Care Responsibilities

The Buyer agrees to provide the best possible care for their puppy for the duration of the puppy's life. This includes, but is not limited to:

- A. Providing indoor housing and protection from unsafe outdoor conditions.
- B. Feeding a complete and balanced, premium-quality dog food appropriate for the puppy's age and nutritional needs.
- C. Maintaining the puppy at a healthy weight.
- D. Providing routine wellness examinations with a licensed veterinarian.
- E. Seeking veterinary care promptly if the puppy becomes ill or injured.
- F. Keeping vaccinations current according to veterinary recommendations.
- G. Providing appropriate parasite prevention, including heartworm prevention when recommended for the area where the puppy resides.
- H. Completing registration and updating ownership information for the puppy's microchip.



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6. Training Recommendation

The Seller strongly recommends that the Buyer provide basic obedience training during the puppy's first year to help establish proper manners, communication, and a strong lifelong relationship.

7. Exercise Restrictions

The Buyer agrees to avoid strenuous, forced exercise, excessive jumping, and high-impact activities until the puppy has matured to help minimize unnecessary stress on developing joints.

The Buyer should consult with their veterinarian regarding appropriate exercise levels for their individual puppy.

8. Rehoming Policy

The Buyer agrees to contact the Seller immediately if they determine they are unable to keep their puppy for any reason.

The Buyer and Seller will work together to determine the safest and most appropriate rehoming plan for the puppy; however, any costs associated with returning or transporting the puppy remain the sole responsibility of the Buyer.

If the puppy is returned to the Seller or transferred through a Seller-approved rehoming plan, the Buyer is responsible for all expenses associated with the puppy's return, including but not limited to transportation, travel expenses, fuel costs, airline fees, pet fees, required health certificates, veterinary appointments, testing, and any other costs necessary to safely return the puppy to the Seller.

Before the puppy can be returned to the Seller or placed through a Seller-approved rehoming plan, the Buyer is responsible for providing:



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- A negative Parvovirus test completed within twenty-four (24) hours prior to the puppy returning to the Seller or entering another home placement. Testing completed earlier than twenty-four (24) hours prior will not be accepted.
- A clear fecal examination performed by a licensed veterinarian, including documentation of results.
- Complete veterinary records for the puppy, including all vaccinations, medical history, and treatments received while in the Buyer's care.
- Proof that the puppy has remained current on appropriate monthly preventative care, including parasite prevention, as recommended by the Buyer's veterinarian.
- If buyer fails to show proof of the appropriate monthly preventatives then a heartworm test will be needed as well

*** No refunds, reimbursements, credits, or compensation of any kind will be provided due to rehoming, surrender, inability to keep the puppy, or a change in the Buyer's circumstances.

9. Prohibited Placement

The Buyer agrees that they will never surrender or place the puppy with a rescue organization, shelter, pound, research facility, or similar organization.

If the Buyer can no longer keep the puppy, the Seller must be contacted first.

10. Photo and Social Media Permission

The Buyer grants the Seller permission to use photographs or videos of the puppy that the Buyer publicly posts on social media for purposes including, but not limited to, reposting, sharing, promotional materials, Facebook, Instagram, website content, YouTube, or other platforms.

The Seller agrees to use these images only for lawful purposes related to sharing and promoting the Seller's breeding program.



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Spay / Neuter Contract & Non-Breeding Agreement

1. Spay/Neuter or Gonad-Sparing Surgery Requirement

Spaying, neutering, or a gonad-sparing surgery (GSS) performed by a licensed and reputable veterinarian is required for the above-mentioned puppy between nine (9) and twelve (12) months of age.

A. Proof of completion, in the form of a Certificate of Spay/Neuter or veterinary documentation confirming completion of the procedure, must be provided to the Seller no later than the time the puppy reaches twelve (12) months of age.

2. Non-Breeding Clause – Unauthorized Breeding

It is understood and agreed that, at the time of sale, the puppy is being sold strictly as a pet and without breeding rights.

The puppy is represented as a companion and/or working dog and is structurally and temperamentally suited for these purposes only. The Buyer agrees that the puppy will not be bred or used for breeding purposes.

If the Breeder is notified of or discovers that the Buyer has bred the puppy in violation of this agreement, the Buyer agrees to the following:

Unauthorized Breeding Fee (Pre-Estimated Damages)

The Buyer shall pay the Breeder reasonable pre-estimated damages resulting from unauthorized breeding as follows:

- \$7,000 per adult dog used for unauthorized breeding, depending on the value of the dog's genetics; and
- \$7,000 per puppy produced as a result of unauthorized breeding, based on the potential value and impact of those puppies.
- The exact amount owed within these ranges will be determined based on the actual market value of the dog or puppy and their genetics at the time of the breach.
- The parties acknowledge that these amounts represent a reasonable pre-estimate of damages resulting from unauthorized breeding and are not intended as a penalty or fine.



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Recovery of Puppies

The Breeder shall retain ownership rights to all offspring produced in violation of this agreement and reserves the right to recover any such offspring at the Buyer's expense.

Costs and Fees

The Buyer agrees to reimburse the Breeder for all reasonable costs associated with enforcing this clause, including but not limited to:

- Attorney fees and legal expenses
- Transportation expenses
- Veterinary care
- Required testing
- Necessary spay/neuter procedures
- Costs associated with recovery of the puppy or any offspring

Acknowledgment of Damages

The Buyer acknowledges that the amounts listed above represent a reasonable estimate of the damages the Breeder may incur as a result of unauthorized breeding, including loss of breeding program value, genetics, and market impact. These amounts are not intended to be a penalty.

Buyer Initials: _____



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Buyer Acknowledgment

By signing below, I acknowledge and agree to all terms of this Non-Breeding Clause, including unauthorized breeding fees, recovery of offspring, and associated costs.

First and Last Name: _____

Full Physical Address: _____

Phone Number: _____

Email: _____

Buyer Signature: _____

Date: _____

Seller/Breeder Signature: _____

Date: _____