



Designer Pomeranians Health and Sales Agreement

knight99@designerpomeranians.com

Breeder: Designer Pomeranians
Address: 15190 N Board Ranch Road
City/State/Zip: Park Valley, Utah, 84329
Website: www.designerpomeranians.com
Mobile Number: (801) 896-7286

Phone Number: _____

Purchaser(s) First Name: _____

Purchaser(s) Last Name: _____

Email: _____

Current Address: _____

1. BREEDERS COVENANTS

1.1 DESCRIPTION OF PUPPY (circle all that apply)

Breed: Pomeranian PomKlee PomaPoo

Gender: Female Male

Markings: _____

Parents: _____

Date of Birth: _____

Microchip #: _____

1.2 SALES PRICE

Date of pickup: _____

Total Price paid for puppy (excludes shipping cost): _____

Shipping Cost: _____

Total Sales Price Purchaser owes BREEDER: _____

Check one: () Cash () Check () Transfer () PayPal () Payment Received

1.3 SALE OF PUPPY TO PURCHASER(S)

Subject to the terms and conditions contained in this AGREEMENT, BREEDER shall sell ABOVE MENTIONED PURCHASER the ABOVE MENTIONED PUPPY for the above mentioned sales price on the above mentioned date.

Designer Pomeranians hereby guarantees that above mentioned puppy is believed to be healthy at the time of sale, and has received appropriate vaccinations and worming for said puppy's age.

2. PURCHASER(S) COVENANTS

Subject to the terms and conditions contained in this AGREEMENT, PURCHASER(S) shall perform as follows:

-Pay Breeder the Full sales price for the Puppy

-Have this puppy De-Sexed before eighteen(18) months of age

-Provide Proof of spay/neuter to Breeder within three(3) days of de-sexing procedure. If the puppy is not spayed/neutered, before the age stated above, then PURCHASER(S) shall pay an additional penalty of seven thousand, five hundred dollars(\$7,500.00) due immediately to Breeder. PURCHASER(S) shall pay this additional penalty to Breeder in addition to the full puppy price, price of transportation, court cost, and attorney fees

-House the puppy indoors

- Maintain this puppy at a proper weight**
- Take this puppy to the veterinarian for annual shots, dewormer, and check-ups**
- Feed this puppy a high quality food approved by Breeder**
- Provide basic obedience training for this puppy for the puppy's first year of life**
- Inform Breeder of any concerns PURCHASER(S) have about health/temperament of this puppy**
- Allow Breeder to use any photograph(s) or statement(s) emailed or posted on Facebook, Instagram, or other websites as a form of advertisement in any way Breeder wishes. PURCHASER(S) waive any and all claims to compensation for Breeder's use.**
- The PURCHASER has three (3) days from the time of this AGREEMENT to have dog examined by a Veterinarian of the PURCHASER(S) choice (PURCHASER(S) should have made arrangements prior to bringing puppy home). Proof of examination must be provided to Designer Pomeranians within those allowed three (3) days. PURCHASER agrees to submit proof themselves and will not rely on a Veterinarian to submit proof of initial examination.**

3. One(1) Year Health Warranty

This guarantee will be terminated IMMEDIATELY if dog is not examined within the allotted three (3) days that Designer Pomeranians has allowed. If this dog is found to have a hereditary defect, which impacts clinically on its quality of life (this excludes dental work, tracheal collapse, and alopecia x) by the age of one year, as certified by a qualified Veterinarian at the Purchasers expense, Designer Pomeranians has the right to acquire a second opinion from a nominated Veterinarian of Designer Pomeranians choosing at Designer Pomeranians expense.

If the PURCHASER(S) Veterinarian finds that their dog has any hereditary defect during this one year health guarantee the PURCHASER(S) must have

a Certified Veterinarian, supply to Designer Pomeranians a Professional Veterinary Report indicating possible hereditary defects within seven days of making the first complaint to Designer Pomeranians.

-PURCHASER(S) nominated Veterinarian must forward a copy of all available reports to Designer Pomeranians for review. Designer Pomeranians will review the report(s) and reserves the right to seek the advice of Designer Pomeranians Veterinarian if a second opinion is required. If it is, Designer Pomeranians will nominate a Veterinarian of their choice to whom the dog should be taken to for further examination at no cost to Designer Pomeranians. Designer Pomeranians will then make all available results from said Veterinarian available to the PURCHASER(S).

If Designer Pomeranians is satisfied with the Veterinarian report that the claimed Hereditary Defect will clinically impact the dogs quality of life, ONE of the following two options are available to PURCHASER(S):

- 1. PURCHASER(S) will allow Designer Pomeranians to take the puppy back, and Designer Pomeranians will replace with a puppy/dog of equal value upon meeting the above requirements. PURCHASER(S) agrees to pay required shipping to get above mentioned puppy back to Designer Pomeranians. It is understood that there may not be a replacement dog available at the time of requested replacement. Designer Pomeranians will be given twenty-four (24) months to act upon this guarantee. PURCHASER(S) agrees to pay for all the shipping costs of new puppy.**
- 2. Designer Pomeranians will refund PURCHASER(S) the amount that they paid for above mentioned puppy, refund will only be issued after said puppy has been returned to Designer Pomeranians Custody, PURCHASER(S) agrees to pay all shipping costs to get said puppy back into Designer Pomeranians Custody. If this is the option PURCHASER(S) decides to choose then PURCHASER(S) agrees only to the amount they paid to Designer Pomeranians for above mentioned puppy and AGREES not to request any refunds for the shipping or veterinary costs for said puppy after the puppy has left Designer Pomeranians care.**

A warranty of general health is provided for one year after the date of this SIGNED AGREEMENT.

This warranty will be terminated should the PURCHASER(S) allow the dog to decline due to improper care.

This warranty does not include any Viral Illnesses, Infections, Parvo, Hernias, Collapsed Trachea (this is caused by human error), Hypoglycemia (this is also caused by human error), Heart-worm, Guardia or Coccidiosis (All dogs are considered to have worms). It does not include any Illness that results from ingestion of any foreign objects, food, chemicals, or any physical injury of any kind.

This guarantee does not cover ANY Mistreatment of puppy, Injury, Accidents, Poisonings Etc. It does not cover ANY Overweight or Underweight puppies.

It does not cover puppies that have been used in any agility, running, jumping or over exercise during their growth period. It does not cover anything trauma related or environmental factors that have affected the puppy adversely.

This guarantee only applies to the ORIGINAL PURCHASER(S) of said puppy.

4. REHOMING/RETURNING

PURCHASER(S) agrees that if at any time they wish to destroy or give away above mentioned puppy, the PURCHASER(S) will allow Designer Pomeranians every opportunity to help in rehoming the above mentioned puppy, which must not under any circumstance be relinquished to a pound or shelter.

If the above mentioned puppy is euthanized or in any way disposed of without a second opinion from Designer Pomeranians preferred Veterinarian, the PURCHASER(S) waives all rights to a replacement puppy or to any financial payment as compensation.

5. ACKNOWLEDGEMENTS

Designer Pomeranians reserves the right to fist pick from each litter

Designer Pomeranians cannot guarantee color, size, coat condition or temperament. These can only be estimated while in the short time that the above mentioned puppy is in Designer Pomeranians care, these estimations are based on Designer Pomeranians experience with the breed and can always change or differ from this estimation and are ultimately outside of Designer Pomeranians control.

Every Puppy is considered an individual and Designer Pomeranians cannot be held responsible should any kind of conditions, genetics etc develop later on in life.

Designer Pomeranians assumes NO responsibilities for above mentioned puppy after it leaves Designer Pomeranians care for ANY medical expenses, family disputes, or any other problems that the PURCHASER(S) have not thought out.

Designer Pomeranians will not pay above mentioned puppy's veterinarian bills, medication, grooming costs, training or transportation costs under ANY circumstances.

Designer Pomeranians will not refund money for the above mentioned puppy due to PURCHASER(S) allergies to animals, landlord's disapproval, disagreement of family, the puppy is no longer desired or for any other practical reasons.

Designer Pomeranians claims no responsibility for any injury or illness that could be and most likely has been contracted after the above mentioned puppy has left Designer Pomeranians care and after PURCHASER(S) have paid for above mentioned puppy.

The PURCHASER(S) AGREE to contact Designer Pomeranians FIRST if the above mentioned puppy can no longer be kept and agrees that said puppy should never be taken to the shelter, PURCHASER(S) agree to return puppy at any time to Designer Pomeranians with the understanding that no refund shall be given for anything not related to our one year health guarantee.

Designer Pomeranians will assist in rehoming of the above mentioned puppy if at any age in its life it cannot be kept by the PURCHASER(S).

Designer Pomeranians will be available for any questions during the entire lifetime of said PUPPY.

Microchip in above mentioned puppy will be registered to Designer Pomeranians

Once the above mentioned puppy leaves Designer Pomeranians care the PURCHASER(S) will be responsible for any and all vet bills, puppy supplies, training, etc.

6. SPAY/NEUTER AGREEMENT

Permanent ownership of this dog is contingent upon your compliance with this addendum.

Designer Pomeranians will hold any and all registration papers for this puppy until proof of spay/neuter has been provided

Designer Pomeranians must receive proof of above mentioned puppy's spay/neuter. In the even that surgery is not done, Designer Pomeranians must be provided with a statement from PURCHASER(S) Veterinarian stating that the puppy is not yet in physical or emotional conditions for surgery. Based on the Veterinarians evaluation of this PUPPY.

The PURCHASER, NOT the Veterinarian will notify Designer Pomeranians of this in writing, at which time all other conditions of this AGREEMENT will apply and be enforced. It is the responsibility of the PURCHASER(S), NOT the veterinarian, to ensure that Designer Pomeranians has received verification that the surgery has been performed. Failure to comply with this AGREEMENT by the date below, unless otherwise agreed to in writing, will be considered a breach of the THIS AGREEMENT. The PURCHASER will be liable for a \$7,500.00 BREEDING DOG FINE (The cost of breeding rights).

Failure to comply with this AGREEMENT will VOID any Health Guarantee IMMEDIATELY. By signing below, The PURCHASER(S) AGREE to pay the additional cost for a breeding dog, which will be \$7,500.00. The PURCHASER(S) also AGREES that failure to comply with THIS AGREEMENT will VOID the Health Guarantee.

If, for any reason a dispute about the above mentioned puppy/dog goes to court, it shall be taken up in the Salt Lake City Utah Court.

7. SHIPPING

If PURCHASER(S) Prefers that breeder deliver the puppy using commercial shipment, then Designer Pomeranians shall arrange for air shipment for the puppy. Nonetheless, PURCHASER(S) shall pay the cost incurred for any and all shipping arrangements, and expenses for commercial shipment incurred by this puppy. If this puppy will be shipped, Breeder shall not be responsible for the safety of puppy while in transit to the PURCHASER(S) preferred destination, this includes any and all incurred injuries as a result of transportation accidents. Designer Pomeranians does not covenant, represent, or warrant against conditions that may be triggered by stress, related to being in a new home or the shipping process. This would include any upper respiratory infection, kennel cough, Coccidia and/or Giardia that puppy may suffer as a result of travel. These are unpredictable in nature and ultimately out of Designer Pomeranians Control. Breeder has treated puppy for these conditions prior to shipping.

8. NUTRITIONAL REQUIREMENTS

Designer Pomeranians goal is to breed genetically sound puppies and that these dogs be given the best nutritional care possible. But good breeding is only part of raising a healthy dog. Nutrition is a large component. Designer Pomeranians highly recommends that PURCHASER(S) feed their puppy good food acquired only from Nutri-Source, Purina Pro Plan, or another high quality food approved by Designer Pomeranians. As well as Vitamins from NuVet Labs. The majority of dog food on the market cannot be relied upon to meet puppy's nutritional requirements. Poor nutrition can lead to sever health issues or even death.

9. EXTENDED GUARANTEE

NuVet Labs is a wonderful company that provides nutritional supplements that WE USE and RECOMMEND. Their wafers offer a full spectrum immune system builder with no artificial flavors, fillers, binders, or grains. ALL of their products are sourced and manufactured in the USA with all natural ingredients that are HUMAN GRADE. Each puppy is started on NuVet Vitamins before going home. NuVet products offer immune support to help

your puppy fight off common sicknesses, support hips, joints, heart, immune system, and overall health. If puppy is kept on NuVet vitamins this will extend your Health Guarantee to (2) years. Puppy must stay on NuVet Vitamins for the full 2 years with no breaks to qualify for this extended guarantee or until a life altering condition arises (as stated in section 3) To qualify for our 2 year health guarantee PURCHASER(S) is subject to the terms and conditions stated in this agreement. We suggest you order your puppies vitamins before your puppy arrives home. (They are not sold in stores) This will ensure that your puppy does not miss a day. To order, simply go to www.nuvet.com or call 1-800-474-7044 ORDER CODE 527037

Definition:

The warranty set forth in this AGREEMENT is the sole warranty and is given in lieu of any and all other warranties, expressed or implied. The PURCHASER(S) sole remedy is under the warranty provision of this contract and Designer Pomeranians disclaims and will not be liable for any other damages including consequential damages, Property damage, Emotional distress, loss of use, business interruption, or veterinary fees unless specifically set forth in this warranty provision. This AGREEMENT sets forth the entire AGREEMENT between DESIGNER POMERANIANS and the above mentioned PURCHASER(S), and any inconsistent oral terms have no effect on this contract.

If there is any dispute or litigation between DESIGNER POMERANIANS and the PURCHASER(S), the prevailing party will be entitled to reasonable attorney's fees and costs.

I the PURCHASER(S) of the PUPPY described in this document do hereby declare that I have read and do fully understand and AGREE with the terms of this AGREEMENT, I understand that by signing this AGREEMENT it becomes a legal binding AGREEMENT.

PURCHASER(S) SIGNATURE: _____ DATE: _____

BREEDERS SIGNATURE: _____ DATE: _____