Buyer and Seller Agreement for Puppy

Seller: Gina Fletcher

36597 Hedge Lane Rd., Paola, KS 66071

913-488-8240

This 2 page contract is entered into from the county of Miami in the state of Kansas on this date of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_.

Buyer/Purchaser’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone number (\_\_\_\_\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the purchase of a Pomeranian breed puppy (known hereafter as puppy or said puppy) of:

Color\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Markings\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex: MALE/FEMALE Date of Birth\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Microchip/Tattoo# or Not Applicable:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We do not recommend microchipping until the puppy is at least 6 months old due to how small this breed is and the size of the needle and microchip being injected can cause a lot of pain to the puppy. Although not always possible, our veterinarian likes to microchip during a spay/neuter surgery when the dog can’t feel it.

American Kennel Club (AKC) registration:

\_\_\_\_\_\_\_Limited (unable to breed or show) \_\_\_\_\_\_\_Full (show/breeding rights) AKC Registry #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Price Paid for said puppy is: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($500 of total purchase price is non-refundable for any reason)

We make no guarantees of size, weight, color, abilities (breeding, showing or otherwise).

The price of the puppy does not include shipping costs. Buyer is responsible for any and all shipping costs for any reason.

**Puppy Health Guarantee**

The above said puppy has been seen and examined by a qualified licensed veterinarian on (date of exam)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and a Health Certificate is given with said puppy to ensure it is healthy at the time of sale.

This puppy has had a Wisdom Health DNA Panel performed on him/her and because of this, we can effectively guarantee the puppy against all of the hereditary diseases that the Panel has CLEARED the puppy from until the puppy reaches one year of age.

The above said puppy is guaranteed to be in good health on date of purchase and free of any mortal hereditary diseases until the puppy reaches one year of age. In order to fulfill the one year guarantee, Buyer has 48 hours after taking possession of said puppy to have it examined by a licensed veterinarian of their choice and at Buyer’s expense. (*Please schedule this appointment with your veterinarian prior to picking up your puppy in order to perform the exam within the 48 hour time limit.)* If there are any problems, questions or objections about the said puppy’s health at that time, the Buyer agrees to contact Seller immediately and show proof of findings from the licensed veterinarian that examined said puppy. If Buyer does not have proof of a licensed veterinary examination within 48 hours after purchase then this guarantee is null and void.

In order to receive a partial refund of the purchase price (there is a $500 non-refundable fee with every puppy purchase):

* If Buyer chooses to return the puppy for any reason, it must be returned immediately (at Buyer’s expense-including shipping) and within 5 days of taking possession of said puppy. Said puppy must be returned in the same great original health that the Buyer received it in. *You cannot return a puppy because you dropped it or slammed it in a door or left the toilet lid up and it drowned.*  The puppy’s health is your responsibility after you take possession of it. The puppy does not have full protection against the core vaccinated-for diseases until it reaches 16 weeks of age. It is your responsibility to keep your puppy from acquiring these contagious diseases by keeping your puppy from interacting with other dogs. These diseases can be spread on the bottom of your shoes or clothing. Dog parks and public spaces like pet retailers are not allowed and interacting with dogs that have been or go to dog parks or these places often can also be a danger to your new puppy. Sanitize everything and often and your puppy should be fine. \*Please treat and care for your puppy as if it were a newborn baby. The puppy can be injured or killed very easily since it is so tiny and fragile.

**Please NOTE: Said puppy must ALWAYS have appropriate food and water available at all times in order to avoid hypoglycemia which can result in death.**

* If the puppy dies within 3 days or before it’s first birthday, Buyer is required to have a licensed veterinarian perform a necropsy at Buyer’s expense. The Buyer must share the documented findings with Seller and allow Seller access and permission to speak to the attending veterinarian that performed the necropsy. This is done in order to prove that said puppy died from a hereditary cause and not an environmentally caused death in order to receive a partial refund. There is a $500 non-refundable fee to Seller with every puppy purchase.
* All AKC registration papers must be signed and transferred into the Seller’s name immediately upon and with any return of the said puppy or in the event that a refund is given-*no exceptions*. Absolutely no puppy may be returned without the AKC registration being transferred back to Seller.

**CONDITIONS *NOT* COVERED BY THIS GUARANTEE:**

We cannot guarantee the puppies health from environmental hazards including but not limited to accident, injury (adverse reactions to vaccines, medicine, prescriptions, etc.), contagious illnesses/diseases/viruses, hypoglycemia, bacterial infections, parasites-*including worms*, coccidia, coccidiosis, feed, allergies to anything or complications thereof or injury of any kind from environmental cleaning products/poisons that the puppy may come into contact with. It is impossible for us to list every hazard.

In order to make sure that your puppy does not develop any musculoskeletal problems, it is required that s/he always be provided a soft, cushy place to lounge and to sleep on. Slippery floors can cause weakening of joints and injuries so please provide your puppy non-slip flooring and keep his/her foot pads clipped so that their feet are able to get traction. Never let your puppy jump from high places or even jump a lot during their first year as this can cause injuries and undue strain on your puppy’s joints, knees, elbows and hips.

We do not guarantee against hip or elbow dysplasia, patellar luxation, ACL injuries or thyroid conditions as these can be caused in all or in part due to environmental conditions. We do not guarantee against incidental and non-life threatening conditions such as retained puppy teeth, dentition/bite or alignment, undescended testicles or open fontanel.

**LEPTO AND/OR LEPTOSPIROSIS VACCINE**

We do not give or recommend Leptospirosis vaccine for our Pomeranians. There have been many cases of puppies seriously injured or killed due to bad reactions to this vaccine. If you choose to give it to your puppy we are not liable for any death, injury or illness that your puppy may incur. It is at your own risk! We will not refund any money or replace a puppy in the event this happens. Saying that you didn’t know is not an excuse! Tell your veterinarian that your puppy’s breeder does not recommend or guarantee said puppy at all in the event that the Leptospirosis vaccine is given.

**FLEA AND TICK PREVENTATIVES AND MEDICINES**

We do not recommend chemically derived oral or topical flea and tick preventatives for Pomeranians. There have been many documented cases of illness, injury or death from using these types of products on toy breeds. Toy breeds are very sensitive to any kind of chemicals and it is best to utilize natural preventatives for use on the animal or for use in the animal’s environment and not to be used unnecessarily. In the event that you decide to use a chemical flea/tick preventative or oral preventative with said puppy, it is at your own risk and it nullifies and voids any guarantee for said puppy.

 If you feel you cannot properly care for this puppy or do not want to keep it for any reason, please contact Seller immediately and return said puppy (at Buyer’s expense) within 5 days of purchase and you may receive a refund minus a non-refundable fee of $500 for the return of said puppy *if returned in the same healthy condition as you received it in*. If the puppy has been injured or health altered in any way, you (Buyer) are responsible for any veterinary expenses that are necessary to return said puppy to healthy condition. In such a situation, the puppy shall be cared for by a veterinarian of Seller’s choosing and if there is puppy purchase money left over after the veterinary care is given, we will refund you the remainder (*if there is any)* minus the $500 non-refundable fee and only after the puppy is sold to new owners.

If at any time you are unable to keep said puppy, you are welcome to contact Seller for assistance with rehoming him/her. As responsible breeders, we will always take returns of any of our puppies but *refunds are not included*.

No further health guarantee is in effect once the said puppy reaches it’s maturity at one year of age from it’s date of birth.

Buyer understands that all expenses incurred after the above said puppy leaves the Seller’s possession, medical or otherwise, are the sole responsibility of the Buyer.

\*In the unfortunate event that any problems (legal, health/medical or otherwise) may arise with or from the purchase of said puppy, the Buyer agrees to hold Seller harmless and not to seek more money in damages or costs that would exceed the purchase price of the above said puppy.

Buyer hereby agrees to all terms of this document by purchasing said puppy and by signing this document.

Buyer’s Information:

New Owner/Buyer’s Name Signed/Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_