



GYPSEY ROSE POMSKIES

**Puppy/Dog Purchase Agreement & Guarantee (Limited Registration)**

This agreement, dated as of \_\_\_\_\_, 20\_\_\_\_\_, is between Megan Rinehart (Breeder),

And \_\_\_\_\_ (Buyer) who resides at \_\_\_\_\_

(Buyer) Phone: \_\_\_\_\_

Email: \_\_\_\_\_

(Breeder) Phone: 507-272-2433

Email: Gypsyrosepomsies@gmail.com

The subject of this Agreement is the below-described puppy/dog.

- REGISTRY: \_\_\_\_\_
- REGISTERED NAME: \_\_\_\_\_
- REGISTERED NUMBER: \_\_\_\_\_
- SEX: \_\_\_\_\_
- DATE OF BIRTH: \_\_\_\_\_
- MICROCHIP #: \_\_\_\_\_
- SIRE: \_\_\_\_\_
- SIRE REGISTERED #: \_\_\_\_\_
- DAM: \_\_\_\_\_
- DAM REGISTERED #: \_\_\_\_\_

1. **Deposit.** The buyer has placed a \$500.00 non-refundable deposit on the puppy of their choice. The puppy shall remain with Megan Rinehart “Breeder” until the puppy is at least 8 weeks of age. The Deposit shall be due and paid to Breeder upon execution of this Agreement or has been already paid to Breeder. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that the Deposit is non-refundable in all circumstances.
2. **Purchase Price.** The full purchase price of \$ \_\_\_\_\_ is agreed with the balance due in full (a) at least 2 weeks before the puppy/dog is delivered to Buyer or (b) paid for in cash upon Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via cash or Payments through Good Dog ([pay.gooddog.com/gypsy-rose-pomsies](http://pay.gooddog.com/gypsy-rose-pomsies)).
3. **Limited Registration.** The puppy/dog is a Pomsky registered with the International Pomsky Association (IPA) and is being sold with limited registration with the IPA. Breeder agrees to provide Buyer with all registration papers. The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for registration.
4. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$ 1,500 per puppy of offspring and (b) all of Breeder’s warranties set forth in this Agreement will become null and void.
5. **Breeder’s Obligations.** Breeder represents and warrants the following:
  - a) **Ownership.** Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer’s payment of the full Purchase Price. This puppy will receive its first vaccinations, be dewormed as well as Vet checked and ready to go home on stated date on website. Unless other arrangements are made then after this date a \$10.00 per day kenneling fee will be charged for the first 14 days, after the 15<sup>th</sup> day, if no arrangements are made the puppy will be placed for sale and buyer will lose deposit as well as any and all monies paid. The deposit is nonrefundable and there are no returns on any monies paid if the purchaser changes their mind.

Buyers initials \_\_\_\_\_

- b) **State of Health.** Parasites are common in puppies. We make every effort to keep our puppies' parasite free prophylactically with medication/treatment designed and used to prevent infection from occurring, for example, a regular deworming schedule. Unfortunately, we cannot guarantee that no intestinal tract infection/parasites exist since puppies can easily infect themselves. All intestinal tract infection/parasites can be treated with the assistance of a licensed vet. **Please, discuss routine flea/tick/heartworm/parasite prevention care with your vet.** When your puppy arrives, he/she will have had its first puppy vaccination which will be noted on the medical record. We give Duramune® Max 5 with Leptospira bacterial extract. These vaccinations are given at approximately 6 weeks old. Leptospirosis (aka "Lepto") is a bacterial infection that can be transmitted to humans. Duramune® Max 5 protects against diseases caused by Canine Distemper, Adenovirus Type 1 (Hepatitis), Adenovirus Type 2 (respiratory disease), Parainfluenza, and Parvovirus. Parvo is a highly contagious virus. The first vaccination will begin to protect your puppy against parvo virus. However, until your puppy has had its last puppy shot at approximately 16 weeks of age, your puppy is at risk for the parvo virus. Therefore, **we recommend that the puppy have limited exposure to public areas until that time.**
- c) **Short-Term Health Warranty.** The breeder guarantees the puppy to be free of any hereditary defects to the best of her knowledge that are fatal/life threatening. Puppy will come with a 1-year warranty that covers genetics. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog for the guarantee in this section to be valid. Any and all tests performed will be at the Buyer's expense. If, within the Examination Period, a licensed veterinarian finds the puppy/dog determined to have a 'life-threatening illness,' the owner must notify breeder within 24 hours by both email and phone. If it is found to be the breeder's responsibility by our vet and yours then the puppy will be fully replaced or refunded the amount of the purchase of the puppy. The puppy/dog may be then returned to Breeder. If the puppy dies, an autopsy must be performed to confirm reason of death. The veterinarian must provide a written statement deeming the puppy/dog of a "life-threatening illness", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog's transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis, undescended testicles, or umbilical hernias. Breeder reserves the right to request a second opinion if something were to arise. The buyer must notify breeder within 24 hours by both email and phone with documentation of second vet's opinion to be reviewed by our vet that has seen our puppies for their vaccines and examinations. At no time is Breeder liable for any tests or vet bills incurred by you at any time.
- d) **Returns/Refunds.** If it is determined by a licensed veterinarian that the puppy/dog (i) has a "life-threatening illness" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount).
- e) **No Other Warranties.** No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.
- f) **Transportation.** Expenses are the responsibility of the Buyer.
- g) **Cosmetics.** The breeder cannot ever guarantee the exact coloring, markings, and weight of any puppy, Pomsies coat and eye color can continue to change into adulthood.

## 6. Buyer's Obligations. Buyer agrees to the following:

- a) **Proper Care.** Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, never allow the dog to roam freely without proper fencing or supervision, proper grooming (never shaving your Pomsies unless for medical purposes) and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, prompt medical attention, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases and dewormed for common parasites. The Breeder strongly recommends for

Buyer to purchase a GPS tracking collar and the puppy/dog will come micro-chipped and pre-registered to the Breeder in order to facilitate his/her return if lost or stolen.

- b) **Veterinary Care.** Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
- c) **Care to Prevent Orthopedic Conditions.** Buyer will also provide the following care:
- i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
  - ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
  - iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
- d) **Sale Prohibition.** Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
- e) **Restrictions on Transfer.** If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with and or Breeder's approved rehoming process, in each case without any refunds or payments due to Buyer. The dog will be returned with IPA registration/POA Certification and medical records. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog. Should circumstances arise that affect the quality of life of the dog, the Breeder is to be informed so that they may participate in determining the future of the dog.
- f) **No Transfer Outside of the United States.** Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.

\_\_\_\_\_ The Breeder reserves the right to approve/prohibit any transfer of this animal to any third party. Under no circumstances will this dog be sold, leased, traded or given away to any pet shop, research laboratory, animal shelter or similar facility. If the puppy/dog above ends up in a shelter, or any other transfers of ownership that have been indicated above, I the buyer will owe the Breeder double the full purchase price of \$ \_\_\_\_\_ as indicated above which is the original cost of the puppy. The Buyer is then also responsible for all attorney fees and costs associated with recovering the dog.

- g) **Spay/Neuter Provision.** The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than the age of one (1), and providing proof of such spaying/neutering to Breeder immediately upon completion. Buyer will then receive the information needed to complete the puppy's registration within 24 hours of notifying breeder with the appropriate spay/neuter documentation. Breeder will complete microchip registration for Buyer if needed.

\_\_\_\_\_ This Pomsky puppy is being sold as a pet/companion and must be spayed/neutered. I agree to have the puppy altered no later than 1 year by a licensed veterinarian of my choosing. **The adopter/buyer agrees to assume full responsibility and compliance with this agreement.** I will provide proof of such spaying/neutering to Breeder immediately

Buyers initials \_\_\_\_\_

upon completion. A person who violates this is subject to civil penalty. I acknowledge that I am responsible for all costs associated with either spay/neuter of my puppy and that breeder bears no obligation for these costs.

- h) **Breach by Buyer.** Buyer’s breach of any of the foregoing obligations shall result in Breeder’s warranties set forth in this Agreement being null and void.
- i) **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the International Pomsky Association and (c) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog’s life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal’s death.
- j) **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog and it’s duly signed International Pomsky Association papers/registration and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
- k) **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
- l) **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws provisions thereof.
- m) **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.
- n) **Slander.** By signing this contract, Buyer agrees to not slander, speak negatively, bash, or leave/make any sort of negative review about the breeder/puppies raised here to others or on any sort of social media platforms. The Breeder agrees to do the same for Buyer.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

**BREEDER:**

**BUYER:**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Buyers initials