

SALES CONTRACT & HEALTH GUARANTEE

TERMS AND CONDITIONS

Deposit, Payment of Purchase Price, Fees.

Buyer has paid a deposit of \$_____ with payment balance due of \$_____ upon release of the Dog to Buyer. A Deposit or Payment of the balance may be made by cash, a certified cashier's check or a certified check. A Deposit of \$300 can be paid through PayPal (3% surcharge applies) to reserve a puppy. *Note: Final payment must clear before any puppy or dog is picked up. Final payment should be made in time to clear before the agreed pickup date.

Sire: _____

Dam: _____

Puppy description: _____

Whelp date: _____

Limited AKC: _____ Full AKC: _____

No Registration Papers: _____

Pickup and Delivery: A pickup or delivery date should be discussed and arranged at the time a deposit is provided for the puppy. If more than one week has passed from arranged pickup date without contact from Buyer, the deposit may be retained by the Breeder and the Breeder has the right to cancel the sale of the puppy.

The expected pickup/delivery date is _____, or such other date as the parties may mutually agree. **Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:**

- (a) Buyer fails to complete the purchase of the Dog for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price on or before the agreed pickup/delivery date.

(All payments must clear before pickup or delivery)

In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will be refunded. The breeder reserves the right to refund the deposit under the following circumstances: (a) if the puppy is determined to be unsound, or (b) if it is assessed, at the breeder's discretion, any misrepresentation regarding the intended purpose of acquiring this puppy.

In either event, Seller shall be free to sell the Dog to another party.

A boarding fee of \$20.00 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery or pickup date.

The buyer must have the puppy examined by a licensed veterinarian within 72 hrs. from the date of pickup. Failure to do so will result in all guarantees being canceled.

Satisfaction guarantee: Within that time, we encourage you to get a vet check (at your expense). If your puppy does not meet with your satisfaction, he/she may be returned, at your expense, and in good condition, along with registration papers within two weeks.

Shipping and handling, as well as health certificate fees, are non-refundable. If veterinary care is required to rehabilitate a returned dog for any reason, all associated costs will be subtracted from any refund amount. If we choose to offer a replacement puppy instead of a refund, shipping and health certificate costs are the buyer's responsibility. A refund on a puppy within the two weeks guarantee period will be given as soon as the puppy's health has been evaluated by our veterinarian, and you have returned your AKC registration papers. There is a \$100.00 service fee for returns which will be subtracted from any refund amount. There are no guarantees expressed or implied beyond this period.

Vaccinations: Puppies are given their first puppy vaccinations, wormed, and released in a healthy state. Please note follow up vaccinations will need to be administered by your veterinarian at the appropriate time. Failure to give vaccinations may result in a potentially fatal disease. We shall not be held responsible for health issues caused by infectious disease, hypoglycemia, retained puppy teeth, luxating patellar, open fontanel, coat loss, hypothyroidism, collapsing trachea, malnutrition, accident, injury, or neglect. *Note: additional vaccinations are needed again at approx. 12 weeks, 16 weeks, and 1 year of age. We do not guarantee the coloring, temperament, size, coat, personality, conformation or breeding capabilities of this puppy.

No puppy or dog shall be mistreated, food or water withheld, given or sold to a puppy mill, backyard, mix breeder, pet shop, abusive home, used for dog fighting purposes, caged for great lengths of time, released to a kill shelter, or turned loose to fend for itself!

All reasonable efforts must be made by the buyer if this dog is to be placed into a new home. If a new home cannot be found the dog is to be returned to the breeder in a healthy state, in which the breeder will try to rehome the dog into a new home at the breeder's discretion. AKC registration papers must be returned to the breeder. While we are always happy to take a return on any Pom from Laura's Poms for the lifetime of the dog, no refunds will be given for dogs returned after 2 weeks of the delivery or pick up date.

The Buyer agrees to send updated photos as the puppy grows up. This is essential information for us when planning future litters. **By purchasing one of our puppies, the buyer agrees to providing this information. We believe you become an essential link to helping us better our breed for future generations by providing critical feedback via photos and updates for the first year of the puppy's life.**

Effective November 18, 2013: unless your puppy is intended for the preservation of bloodlines, he/she must be viewed by the buyer, a family member, friend, or a USDA inspector prior to delivery.

Entire Agreement. This agreement is the complete agreement between Seller and Buyer and no promises or guarantees are made unless contained herein in writing. Any changes or additions to this agreement must be in writing and signed by Seller and Buyer. **Waiver of Warranties.**

Buyer WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The only warranties given are those expressly set out herein. **Facsimile Copies.** This agreement may be signed by both parties or is also complete if each party signs a copy of this agreement and sends a facsimile copy to the other party.

Jurisdiction, Venue and Attorney's Fees. The sole jurisdiction and venue for any suit filed by Seller or Buyer in any way connected with this agreement shall be in Fairbanks, Alaska. The prevailing party in any litigation shall be entitled to their reasonable costs and attorney's fees. Buyer does hereby agree to provide a loving home for the dog, treat him/her humanely, and to practice responsible canine ownership. Buyer certifies that he/she has read Laura's poms puppy care sheet and is aware of the care Pomeranian dogs found on our website. Under no circumstances will dog or puppies born of dog be sold to a pet store, puppy mill, or animal broker. I have read, understood, and agreed to the above contract.

Signed and dated this _____ day of _____

Laura Hockin, Seller: _____

Signed and dated this _____ day of _____

Buyer: _____

Address: _____

Phone: _____ Email: _____

Buyer, complete address, phone, e-mail address: Please fill out contract and mail or e-mail a copy for my records. Please contact us for the address to mail checks to

E-mail address for payment: lauraspoms@gmail.com.

Laura's Poms Sales Agreement and Guarantee 2025