

## **POMSKY NORTHERNS PUPPY SALES CONTRACT**

BE IT KNOWN, that Heather DeMille (the "Seller"), and \_\_\_\_\_ (the "Buyer"), hereby agree, on date \_\_\_\_\_, as follows: The Seller hereby sells to the Buyer, for the amount of \$\_\_\_\_\_, an IPA Registered Pomsky puppy ( the "Dog" or "Puppy") – formally recognized as the Arctic Spitz - of Buyer's choice from Pomsky Northerns. While most of our pups will test as only having Siberian Husky and Pomeranian blood, the Seller does not guarantee that Wisdom Panel, EMBARK, or other Breed Identification DNA tests will show only those two breeds, as we allow a small % of other breeds in the mix (NOT Alaskan Klee Kai) as we work towards AKC recognition of the breed. We strive to produce the perfect Pomsky type (tiny, fluffy, husky-marked dogs with excellent family dog temperaments) that originally went viral. The EMBARK tests for all of our sires and dams are available for your review on our website ([www.Northerns.org](http://www.Northerns.org)).

1. The Seller, Heather DeMille, gives permission to Alma DeMille, Alisa Morford and Marsh Morford to sign this contract in her behalf.
2. **Deposit and Choosing a Puppy:** A non-refundable \$500.00 USD deposit has been paid by Buyer to Seller to confirm that Buyer fully intends to complete the purchase of the puppy, and to hold Buyer's place in line, on the waiting list, to choose their puppy. The remaining balance (the amount thereof depending upon which puppy is chosen) will be due when the Buyer chooses their puppy when their turn comes up. Should the Buyer not choose a puppy from a litter offered to them, they will be allowed to move their Deposit forward to a future litter. Buyer can move their deposit forward many times, until they choose a puppy. A Buyer has 24 hours to respond & choose a puppy once notified, via email or phone/text, of their turn to choose a puppy from a current litter. If the buyer does not respond within 24 hours, Seller will move on to the next person on the list, and Buyer's deposit will then move forward to the next litter.
3. **Pricing:**
  - a. **Base Price:** \$1000.00 USD
  - b. **Husky Markings:** +\$1000.00 USD
  - c. **Rare Blue or Lilac Color:** +\$500.00 USD
  - d. **At Least Some Blue In At Least One Eye:** +\$500.00 USD
  - e. **Estimated Adult Weight < 15 lbs:** +\$500.00 USD
  - f. **Breeding Rights:** +\$1000.00 USD

1 Are you buying Breeding Rights? [ ] Yes [ ] No

4. **Buyer Agrees and Understands:**
  - a. Buyer agrees to inform the Seller of any change of name, address, or phone during the life of the dog, so that the Seller may keep track of all puppies.

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- b. Buyer understands that they are adopting a living animal, and that health care expenses will be incurred throughout the life of the dog. Before adopting this animal, Buyer acknowledges that they are prepared for such expenses throughout the life of the dog, and will attend to the dog's health care needs as they arise.
- c. Buyer acknowledges that the puppy needs continued training and socialization to become a potty-trained, loyal, dependable, and obedient animal. Buyer accepts this responsibility solely and commits to providing the needed time to accomplish this with the new puppy.
- d. The Buyer and the Seller both acknowledge that no guarantees, verbal or implied, have been made with regard to the Dog's future size, color or eye color.
- e. Buyer agrees that photos of the puppy throughout its life may be used by Pomsy Northern for advertising purposes.

5. **Care of Puppy:** The Buyer shall maintain the puppy in good condition, including adherence to a regular immunization schedule, good diet, and a clean and safe environment, where the dog will be happy. Seller reserves the right to repossess the puppy, with no refund, should the puppy ever be found in a state of reasonably irrefutable abuse or neglect.

- a. Buyer understands that the puppy has been de-wormed as indicated in the health record received by Seller. Buyer understands, also, that parasites are common in puppies and while Seller makes the effort to keep puppies parasite free, Seller cannot guarantee that no parasites exist. Buyer understands also that puppies can easily re-infect themselves. Buyer agrees to follow their vet's advice with regards to regular deworming and heartworm prevention and other health maintenance practices.
- b. Buyer understands that the puppy will have had its first puppy vaccination which will be noted on the medical record. This vaccination begins to protect the puppy against some diseases, however the puppy won't be fully protected until it has received the final vaccination at 14 weeks of age. Until then the puppy is at risk for the parvo virus and others. Therefore, Buyer understands that the puppy shall have limited exposure to public areas until that time, especially rest stops, dog parks, and other places frequented by a variety of dogs. Once Buyer has taken possession of the puppy, Buyer agrees to make sure the puppy gets its vaccinations every 3 to 4 weeks until 14 weeks of age, or according to Buyer's veterinarian's recommendations.

6. **Ownership and First Right of Refusal:** Buyer agrees that ownership/possession of this dog will not be transferred without written consent from the Seller and that this dog will NOT, under any circumstance, be transferred, sold, leased or given to any pet shop, animal shelter, humane society, rescue group, research laboratory, or similar facility. In the event that the Buyer desires to sell, give away or otherwise dispose of the dog, the Buyer grants unto the Seller the first right of refusal. Seller agrees to answer the Buyer within two weeks with a written response indicating the Seller's decision to reacquire the dog. Should Seller exercise the right of first refusal, Registration papers will be signed over and sent to the Seller via priority mail one week prior to the Shipping/return of the dog. Should the Seller opt to not re-acquire the puppy, and should the puppy be sold or rehomed to a third party, the Buyer shall provide the Seller with the contact information for the new owner.

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7. **Breeding Rights:** By default, this puppy is sold with limited registration on a spay/neuter contract.
- For approved homes, Breeding Rights can be purchased (**at the time puppy is purchased**) for \$1000.00 USD. Should a health problem arise, prior to the dog's first litter, which precludes the dog from ever being bred (and Breeder agrees that the dog should not be bred due to the health problem), then proof of spay/neuter shall be provided to the breeder and the \$1000.00 shall be refunded. This refund applies **ONLY** in cases of a health problem, **NOT** in cases where the owners decide not to breed for other reasons. The health problem must be reported by a licensed veterinarian and said report must indicate that the veterinarian scanned the dog's microchip at that specific appointment and make note of the microchip number shown on the scanner.
  - Spay/Neuter Obligation:** Should the Buyer not purchase breeding rights, the Buyer shall have the dog spayed/neutered by a licensed veterinarian, at Buyer's expense, **prior to the dog reaching 1 year of age**. This requirement is not optional. The Buyer shall then return to Seller the veterinary report, including the dog's microchip number, confirming that the spay/neuter has been performed.
8. **Future Abilities:** The Buyer and the Seller both acknowledge that no guarantees or representations, verbal or implied, have been made with regard to the Dog's future abilities.
9. **Payment:** Payment for the puppy shall be in the form of cash, venmo, paypal, cleared check or direct deposit into Seller's bank account.
10. **Transportation:** Transportation of puppy from Seller to Buyer is the sole financial responsibility of the Buyer. Seller will do her best to help accommodate the Buyer in making the transportation plans so the travel goes smoothly and stress free for the puppy.
11. **Inclusions:** The Puppy will come with a 1 year Health Guarantee (below), at least one de-worming and vaccination, microchip, International Pomsy Association (IPA) registration, CKC registration application and membership in the "Pomsy Northern's Pomsy Owners" private Facebook group.
12. **Governing Law:** This Contract and Agreement shall be governed by and construed in accordance with the laws of the United States and the state of Utah, Utah County. Buyer agrees and understands that this contract is non-transferable, it applies only to the original puppy and Buyer.
13. **Short-Term Health Guarantee:**  
The puppy is guaranteed to be healthy and free of diseases to the best of Seller's knowledge (with the exception of any conditions disclosed to buyer prior to the puppy leaving Seller's custody) at the time the puppy leaves Seller's custody and care. For this Short-Term Health Guarantee to be in effect, the Buyer must schedule and attend a vet visit within five business days from the puppy leaving Seller's custody, to confirm the Puppy's overall health. Within one week, the Buyer will supply Seller with a copy of the vet report from this visit. The report will be emailed to [PomsyNortherns@gmail.com](mailto:PomsyNortherns@gmail.com) or mailed to Heather DeMille, 640 S State St, Genola, UT 84655.

If within the period of five business days from the date that the puppy left Seller's custody, the puppy is found to be unhealthy by a licensed veterinarian (minus the exception(s) noted above, if any), the Buyer has three options:

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1. Choose to maintain ownership of the puppy, in spite of the health conditions found, and be responsible for the puppy's care and all associated expenses from that time forward. If the puppy has not been returned to the Seller within 10 days of the puppy leaving Seller's custody, then it shall be assumed that Buyer chose to keep the puppy and the Short-Term Health Guarantee is no longer in effect.
2. Within 10 days from the puppy leaving Seller's custody, return the puppy and all paperwork to the Seller and be placed in the next available place on the waiting list for choosing a replacement dog of the same breed, approximate age, and value, when Buyer's new turn to choose comes up. Transportation of both the original puppy and the replacement puppy shall be at the Buyer's expense.
3. Within 10 days from the puppy leaving Seller's custody, return the puppy and all paperwork to the seller for a refund of the purchase price (if the puppy is in the same condition as when it left Seller's custody) minus the deposit and any shipping fees. Transportation of the puppy shall be at the Buyer's expense.

Under NO CONDITION will the Seller refund or replace a puppy where the Seller is not notified within the 5 business days from the puppy leaving the Seller's custody, of its being found ill by a licensed veterinarian.

**Injury:** This guarantee is void should the puppy incur any injury or ailment after the puppy has left the Seller's custody and care.

**Veterinary Expenses:** Seller shall not be liable for any veterinary expenses.

**Limitations:** If the Buyer does not take the Puppy to an examining licensed veterinarian within five business days of the puppy leaving Seller's custody, this short-term health guarantee is null and void.

**After this period no cash refunds will be given.**

#### 14. **1 Year Health Guarantee:**

The Seller agrees to provide Buyer with a replacement puppy should health conditions arise in the original puppy pursuant to the following Health Guarantees:

(Note: Veterinary Reports, Health Testing and Conditions below are not a required part of the contract unless the Buyer wants to submit a claim for a replacement Puppy.)

(Note: The following health tests and certifications are required only for the specific Guarantee to which they are associated below. For example, if Buyer thinks, or their vet diagnoses, that the puppy has hip dysplasia, then the Buyer would be required to have the puppy's hips x-rayed and submitted to the OFA, at Buyer's expense.)

Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

**1 Year Hip Guarantee:** Within the first year of life, the hips are guaranteed to pass and certify as non-dysplastic with a borderline or better preliminary OFA rating provided the hips are x-rayed under sedation by a veterinarian and are submitted to and evaluated by OFA. If at any time said dog is diagnosed with a hereditary/genetic hip disorder, buyer shall notify Seller immediately. Buyer shall have said dog examined and x-rayed under sedation by a licensed veterinarian and then submit the x-ray to OFA for verification. The veterinarian must state in writing that the defect is definitely of a hereditary nature and not caused by injury or illness. In the event that OFA determines the dog has a hereditary or genetic hip disorder, Buyer shall return copies of the veterinary report and the OFA certificate, x-ray's etc. along with the dog's registration papers and a certificate of spay/neuter (including microchip #) to the Seller.

**1 Year Patella Guarantee:** If within the first 1 year of life, the dog is diagnosed with a grade 4 luxating patella, and it requires surgery, Buyer shall notify Seller immediately. Buyer shall have said dog examined and x-rayed by a licensed orthopedic veterinarian and then submit the x-ray to OFA for verification. In the event that OFA determines said dog has a grade 4 luxating patella, and it requires surgery, Buyer shall return copies of the orthopedic veterinary report and the OFA certificate, x-ray's, etc. along with the registration papers and certificate of spay/neuter (including microchip #) to the Seller.

**1 Year Eye Guarantee:** If within the first 1 year of life, the dog is diagnosed with Canine Eye Disease that leads to blindness, Buyer shall notify Seller immediately. Buyer shall have said dog examined by a Qualified Canine Ophthalmologist that is board certified to Issue a C.E.R.F number and certificate. The ophthalmologist must state in writing that the defect is definitely of a hereditary nature and not caused by injury, illness or old age. Buyer shall return copies of the veterinary report and the CERF certificate along with the registration papers and a certificate of spay/neuter (including microchip #) to the Seller.

**1 Year Heart Guarantee:** If within the first 1 year of life, the dog is diagnosed with a Fatal Heart Disorder, Buyer shall notify Seller immediately. Buyer shall have said dog examined and tested by a qualified Canine Cardiologist and then submit the results to OFA for verification. The cardiologist must state in writing that the defect is definitely of a hereditary nature and not caused by injury or illness and that it is fatal. The Buyer shall return copies of the veterinary report and the OFA certificate, etc. along with the registration papers and a certificate of spay/neuter (including microchip #) to the Seller.

**Replacement Puppy:**

1. With all health guarantees above, buyer shall be allowed to retain ownership of the original puppy. Guarantees are for a replacement puppy only. If Buyer does not want a replacement that is their option, but **no cash refunds will be given**, and Buyer shall be responsible for all health care/veterinary expenses. Buyer is responsible for all shipping/transportation costs to/from Seller for original dog and replacement.
2. Once the Seller has been notified of a health problem protected against in the guarantees above, and the conditions of the contract have been met, the Buyer's name will then be

Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

placed in the next available spot on the Seller's waiting list. The Buyer will then be able to choose their replacement puppy when their turn comes up on the list, choosing from the currently available puppies at that time.

3. It is understood that the replacement puppy will be of the same breed, but may or may not be from the same parents of the original puppy, and may or may not be the same generation as the original dog (F1, F2, F2b, etc.).
4. It is understood that the replacement puppy will be of the same, or less, monetary value as the "value of the original puppy". The "value of the original puppy" shall be defined as the price the Seller is asking for puppies just like the original puppy, AT THE TIME the replacement puppy is chosen.
5. The replacement puppy will not be released to the Buyer until all transportation costs have been prepaid by the Buyer.
6. At Seller's discretion, Seller reserves the right to give a refund rather than a replacement (see below).

**Refunds** (At Seller's discretion, should Seller decide to give a refund rather than a replacement).

1. Refunds will be given within 90 days.
2. Shipping fees are nonrefundable and will be subtracted from refunds.
3. Buyer is responsible for all shipping/transportation costs to/from Seller.
4. The extent of Seller's liability in this matter can never exceed the purchase price of the dog (not including shipping expenses).

**Limitations:** Disorders that may be caused by environmental factors are not covered under these Guarantees, nor are uneven bites, umbilical hernias, or retained testicles. Examples of such disorders include parasitic infestations, coccidia, giardia, kennel cough, demodectic mange, scabies, growths, allergies, thyroid dysfunction, parvo, and other autoimmune system maladies.

**Medical Treatments/Expenses:** If for any reason the Buyer elects to have their vet treat said dog, then it is the Buyer's financial responsibility, as Seller will not cover any medical costs or treatments of any kind. Seller will not under any conditions pay for any surgery or treatment procedures of any type.

**In the case of death:** If for any reason the Puppy dies during the first year of life, the Buyer shall have a necropsy performed by a State Laboratory, at Buyer's expense, to determine cause of death. Seller shall provide a replacement puppy only if the death was caused by a covered genetic problem.

**Conditions of All Health Guarantees:**

All Health Guarantees in this contract are null and void if the following conditions are not met:

1. The puppy must not be euthanized or treated for conditions covered in this guarantee without

Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

Seller's written approval.

2. The Buyer must take the Puppy to an examining licensed veterinarian within five business days of the puppy leaving Seller's custody, and return a copy of the Veterinary Report to the Seller within one week.
3. The dog must receive all customarily recommended vaccinations and de-wormings at customarily recommended intervals and times. If Buyer files a claim with the Seller, the Buyer must provide Seller with all of the dog's health records, including vaccinations and dewormings given.
4. The Buyer must maintain the dog at a healthy weight at all times, and provide the dog with all veterinary recommended general care. The dog must be seen by a licensed veterinarian at least once every 3 months for a general health exam during the dog's first year of life. The Buyer must receive and save a veterinary report from each visit, which includes the current weight of the dog as determined by the Vet during the exam, and the vet must indicate that they scanned the dog's microchip number and shall include the scanned number on each report. If the Buyer files a claim with the Seller, the Buyer must provide Seller with copies of all of these veterinary reports.
5. The Buyer shall send photo updates of the dog to the Seller at least once every 3 months during the dog's first year of life.

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's Printed Name: \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

\_\_\_\_\_

Buyer's Phone: \_\_\_\_\_

Buyer's Email: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seller's Printed Name: \_\_\_\_\_

Seller's Address: \_\_\_\_\_

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Seller's Phone: \_\_\_\_\_

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Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_