

Midnight Sun Pomsnies LLC Sales Contract

Puppy Name:	Deposit Paid:
Puppy Date of Birth:	Puppy Price:
Puppy Color:	Shipping Fee: N/A
Puppy Eye Color:	Balance remaining:
Puppy Sex:	Stud's Name:
	Dam's Name:

Breeding Rights Granted: No, Pet Only

Be it known, that Kimberlynn Clark (the "Seller"), and _____ (the "Buyer") hereby agree, on date _____, as follows: The Seller hereby sells to the Buyer, for the amount of \$_____, a Pomsny (Pomeranian/Siberian Husky) puppy (the "Dog" or "Puppy") of the Buyer's choice from Midnight Sun Pomsnies LLC.

1)The Seller gives permission to Nathaniel Clark to sign this contract on her behalf.

2) Deposit Terms:

A non-refundable \$500.00 USD deposit has been paid to reserve a puppy and/or your spot in line, which goes towards the total cost of the puppy. Paying your deposit confirms that Buyer fully intends to purchase a Pomsny puppy from Seller.

3) Seller Agrees:

The Buyer has 72 hours from the time the puppy leaves Sellers custody to have the puppy examined for any defects and to notify the seller of any faults found, otherwise puppy is assumed to be healthy. If the puppy is found to be anything other than healthy by the Buyers veterinarian, records must be submitted to Midnight Sun Pomsnies LLC within 48 hours of veterinarian visit.

If within the period of 72 hours from the date that the puppy left Seller's Custody, the puppy is deemed to be unhealthy by a licensed veterinarian (minus the exceptions noted below, if any) the Buyer has three options:

3A. Choose to maintain ownership of the puppy, in spite of 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Seller's custody, then it shall be assumed that Buyer chose to keep the puppy and the Short Term Health Guarantee is no longer in effect.

3B. Within 10 days from the puppy leaving Seller's custody, return the puppy, and all paperwork to the Seller and be placed on a list to choose 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.

3C. 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 Buyer's expense.

Seller Initials _____

Buyer initials _____

3D. This Pomsky is warranted against fatal genetic defects for 1 year from the date of purchase. Should this dog be determined to be suffering from a fatal hereditary defect (within 1 year from date of purchase), Midnight Sun Pomsies LLC will replace the dog with one of the same value when one is available, after notification and written verification has been furnished to the Seller by TWO independent veterinarians. A picture and short update of the dog must be sent to the Seller at least every 6 months to uphold health guarantee.

3E. Our breeding dogs are free of diseases, disorders, and health problems; otherwise we would not breed them. That means our dogs are less likely to develop problems. If diseases, disorders, or health problems do occur, Buyer shall inform Seller so that Seller can evaluate the dogs and other dogs from that litter in an attempt to determine the cause of the ailment and to eliminate the issue from our breeding program.

4) Seller does not guarantee against:

- Coccidia, Giardia
- Adult Size/Weight
- Color/Eye color
- Over/under bites
- Hernias (Including Umbilical)
- Cryptorchidism
- Disorders caused by environmental factors

Seller agrees to notify Buyer if they or the vet discover any of the above problems prior to sale. By Initialing Buyer agrees that they have read and understand what Breeder does and does not guarantee.

Seller Initials _____ Buyer initials _____

5) Buyer Agrees:

5a. Buyer understands that they are adopting a live 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 healthcare needs as they arise.

5b. 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.

5c. Buyer agrees to return the dog to the Seller if for any reason the Buyer no longer wants to or is unable to keep the dog. Seller agrees to accept the dog back at any time. Buyer understands there will be no refund. Cost of travel, if necessary, to get back to the Seller is the responsibility of the buyer in full. Buyer agrees that once the decision is made to send the dog back, every effort will be made to get the dog back to the seller as soon as possible. The Buyer is encouraged to maintain contact with the Seller throughout the life of the dog.

5d. Buyer agrees to pick puppy up within 1 week of turning 8 weeks old. Seller can not keep your puppy for an extended amount of time beyond 8 weeks. This is an absolutely critical time in your puppy's development and he/she needs to begin to bond to their new family and continue socialization. If you have a vacation planned, please plan ahead and consider passing on that litter, puppies can not be sent to a kennel or boarding facility until after 4 months of age when all puppy vaccines are completed.

Seller Initials _____ Buyer initials _____

6) Care of Puppy: The Buyer agrees to maintain the puppy in good condition, including adherence to regular immunization schedule, a good diet, and a clean and safe environment. Seller reserves the right to repossess the puppy, with no refund, should the puppy ever be found in a state of reasonable irrefutable abuse or neglect.

6a. 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 the 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 other health maintenance practices.

6b. 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 16 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 get it's vaccinations according to Buyer's veterinarians recommendations.

7) Breeding Rights:

This puppy is being sold with no breeding rights and a spay/neuter procedure is required by the time the puppy reaches 12 months of age. The Buyer shall have the dog spayed/neutered by a licensed veterinarian, at Buyer's expense. This requirement is not optional. The Buyer shall then return to the Seller the veterinary report, including the dog's microchip number, confirming that the spay/neuter has been performed. If the Buyer does not show proof of spay/neuter by 18 months of age, it will be deemed a breach of contract and legal action will be pursued. If the purchased puppy is bred and puppies are produced a fine of \$4500 per puppy shall be rewarded back to Midnight Sun Pomsnies LLC due to breach of contract. A breeding rights fee of \$3000 will be rewarded back to Midnight Sun Pomsnies LLC immediately. This will also cause Midnight Sun Pomsnies LLC to pursue legal action and the Buyer will be prosecuted to the fullest extent of the law. If the Puppy cannot be spayed/neutered by 24 months due to health issue proof must be provided. We do not allow people to keep their pets intact because they feel like spaying/neutering is cruel. If the Buyer initially purchases the puppy as a pet but then decides they want to breed full rights must be purchased from Midnight Sun Pomsnies LLC. Rights granted is at full discretion of the seller, not all dogs are breed quality and not all people are ready and willing to breed responsibly. Once full rights are granted and purchased the Buyer is free to breed, show, and sell offspring of the puppy. The Buyer agrees to Include "Midnight Sun" in the full name of the dog on any registration papers.

8) Payment

Payment for the puppy shall be in the form of direct deposit into the Midnight Sun Pomsnies LLC bank account, or a check/money order mailed only if time permits. Paying through GoodDog or utilizing Zelle is also acceptable. Seller only accepts checks if time permits. Payment in full is due by 6 weeks of age.

9) Transportation:

Transportation of the 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.

Seller Initials _____

Buyer initials _____

This agreement is made and signed by both parties to ensure the wellbeing and protection of this animal. If any part of this Agreement is breached, Midnight Sun Pomsnies LLC is released from any further obligation hereunder. Should Midnight Sun Pomsnies LLC need to seek legal action against the Buyer or the Buyer seek legal action against Midnight Sun Pomsnies LLC due to violations in this agreement, the Buyer will assume any and all attorney and court fees. This Contract and Agreement shall be governed and construed in accordance with the laws of the United State and the state of Alaska. Buyer agrees and Understands that this contract is non-transferable, it applies only to the original puppy and Buyer.

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: _____