SALES CONTACT:

Arizona Luxury Pomskies LLC Sales Contract

Breeding Rights Granted: No, Pet Only

Be it known, that Arizona Luxury Pomskies (ALP) (the “Seller”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Buyer”) hereby agree, on date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as follows: ALP hereby sells to the Buyer, for the amount of $\_\_\_\_\_\_\_\_\_\_, a puppy (the “Dog” or “Puppy”) of the Buyer’s choice from ALP, LLC.

1)ALP gives permission to Wes or Bobbie Walton to sign this contract on ALP’s 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 puppy from ALP.  Seller Initials\_\_\_\_\_\_\_ Buyers Initials\_\_\_\_\_\_\_

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 Arizona Luxury Pomskies 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, despite 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Seller’s custody, then it shall be assumed that Buyer chose to keep the puppy and the Short-Term Health Guarantee is no longer in effect.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.

3D. This puppy is warranted against fatal genetic defects for 2 years from the date of purchase. Should this dog be determined to be suffering from a fatal hereditary defect (within 2 years from date of purchase), Arizona Luxury Pomskies LLC will replace the dog with one of equal 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. Seller Initials\_\_\_\_\_\_\_ Buyers Initials\_\_\_\_\_\_\_

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 proving 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 or arrange travel. ALP will not allow air cargo transport. In cabin only with puppy Nanny or by animal transport nanny. Seller will 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 consider passing on that litter, puppies must 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 the puppy’s vaccinations according to Buyer’s veterinarian's recommendations.  Seller Initials\_\_\_\_\_\_\_ Buyers Initials\_\_\_\_\_\_\_

7) Breeding Rights:
**This puppy is being sold with no breeding rights, spay/neuter procedure is required by the time the puppy reaches 8 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 Arizona Luxury Pomskies LLC due to breach of contract.

Seller Initials\_\_\_\_\_\_\_ Buyers Initials\_\_\_\_\_\_\_

8) Payment:

Payment for the puppy shall be in the form of direct deposit into the Arizona Luxury Pomskies LLC bank account. Paying through Zelle is also acceptable. Payment in full is due by 6 weeks of age.   Seller Initials\_\_\_\_\_\_\_ Buyers Initials\_\_\_\_\_\_\_

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. Flight Nanny Service or Gound Delivery are acceptable as well as buyer picking up 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, Arizona Luxury Pomskies LLC is released from any further obligation hereunder. Should Arizona Luxury Pomskies LLC need to seek legal action against the Buyer or the Buyer seek legal action against Arizona Luxury Pomskies 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 Arizona. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_