



Mountain Shadow Pomskeys

BE IT KNOWN, that Mountain Shadow Kennels (the "Seller"), and _____ (the "Buyer"), hereby agree, on _____ as follows: The Seller hereby sells to the Buyer, for the amount of \$ _____ USD (See Cash Discount below), a puppy (the "Dog" or "Puppy") from the Mountain Shadow Kennels breeding lines originating from their CKC Husky dams bred to CKC Pomeranian sires. Seller guarantees that the puppy will pass DNA parentage verification to the advertised sire and dam, at buyer's expense if desired. The buyer agrees to pay an additional amount of \$500.00 to ship the dog to the buyer. Total amount of said puppy is \$ _____ USD **This contract are recommendations and must be followed in order to be considered for the 3 year health guarantee. If the terms and recommendations are not followed Mountain Shadow Pomskeys has the right to refuse to cover the puppy with a 3 year health guarantee.**

1. **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 to choose their puppy. The remaining balance _____ USDs will be due when the Buyer chooses their puppy when their turn comes up. Should the Buyer not choose a puppy from the first litter offered to them, they will be allowed, twice, to move their Deposit forward to a future litter. Should Buyer continue to not choose a puppy once Buyer has been offered at least one puppy from each of 3 litters, the deposit (and this contract) shall **become void and not be refunded**. A litter consists of all the puppies born within a two-week period of time. If the Buyer is not offered at least one puppy within a year of paying their deposit, Buyer can choose to have their deposit refunded at that time. 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 (unless it was their third and final litter, in which case this contract would become void, and the deposit not refunded).

Seller Initials _____ Buyer Initials _____

2. Buyer Agrees and Understands:

- a. Buyer agrees to inform the Seller of any change of name, address, or phone during first 3 years, so that the Seller may keep track of all puppies.
- 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.

3. **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.

4. **Ownership and First Right of Refusal:** Buyer agrees that ownership/possession of this dog will not be transferred without informing in writing to 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 re-homed to a third party, the Buyer shall provide the Seller with the contact information for the new owner.

5. **Breeding Rights:** This puppy is sold with **NO** breeding rights & **full restrictions** for breeding, subject to the agreement below.

1. The seller must be notified when purchasing the dog the buyers intent to breed.
2. The seller will decide if this dog is fit for breeding and carrying through the Mountain Shadow Pomskeys bloodline.
3. If the buyer decides to breed without the written consent of the seller the buyer agrees to pay all court costs and all legal fees associated with said pup so the seller can recover her bloodline.
4. If the buyer breeds the dog without written permission the seller has the right to recover any and all money from the pups litters.
5. If the buyer wishes to breed and gets the information in writing from the seller and two vets which are unrelated have done a physical exam and have found the female fit for breeding at the buyers expense, the seller agrees to change the "limited" status through IPA to grant the buyer full breeding rights as the seller sees fit.

Seller Initials _____ Buyer Initials _____

6. The buyer agrees to take the AKC course to responsible breeding at the buyers expense
<http://education.akc.org/dogs/selectcourse/832>
7. The seller will decide if she wishes to charge the buyer any additional fees to breed and use the Mountain Shadow Pomsy bloodline.
8. The Buyer shall create a plan to insure that each puppy the dog produces will be placed in a loving, caring home and that under no circumstance shall any puppies produced by the Buyer's dog, end up in a pet shop, animal shelter, humane society, rescue group, research laboratory, or similar facility. The Buyer will then submit to Seller a copy of this plan.
- b. **Spay/Neuter Obligation:** Should the Buyer not perform all of the conditions noted in the above, 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.
6. **Future Abilities:** The Buyer and the Seller both acknowledge that no representations, verbal or implied, have been made with regard to the Dog's future abilities.
7. **Payment and Discounts:** Payment for the puppy shall be in the form of credit card, cash or direct deposit into Seller's bank account. **There is a Cash/Direct Deposit discount**, wherein the total price is due before shipping. No discount for dogs that need to be shipped.
8. **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.
9. **Inclusions:** The Puppy will come with a 3 year Health Guarantee (below), at least one de-worming and vaccination, and microchip.
10. **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. 11. **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 three 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 pets@mountainshadowkennels.com or mailed to Chree Martin 1655 North Olsenway West Bountiful Utah, 84087. If within the period of three 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:

Buyer's Signature: _____ Date: _____

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.
2. 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. Return the puppy and all paperwork to the seller for a refund of the purchase price minus the deposit and any shipping fees. Transportation of the puppy shall be at the Buyer’s expense.

Under NO CONDITON will the Seller refund or replace a puppy where the Seller is not notified within the 3 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 three 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.

12. Three Year Health Guarantee:

For a period of 3 years from the birth of the puppy, 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.)

3 Year Head to Tail Guarantee: Said dog is guaranteed against hereditary/congenital defects that are life threatening or disabling, until the age of 3 years. If said dog is diagnosed with a hereditary/congenital defect that is life threatening or disabling (and not one of the specific conditions listed below) before the age of 3 years, Buyer shall notify Seller immediately. Buyer shall have said dog examined and tested by two qualified, licensed veterinarians from separate veterinary practices, at Buyer’s expense. The veterinarians must each state in writing that the defect is definitely of a hereditary nature and not caused by injury or illness and is life threatening or disabling. Buyer shall return copies of the veterinary reports along with the registration papers and a certificate of spay/neuter (including microchip #) to the Seller. Seller reserves the right to have a 3rd opinion at a vet of Seller’s choosing and/or to discuss this matter and the dog’s past medical history with the Buyer’s veterinarians.

(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.)

Buyer’s Signature: _____ Date: _____

3 Year Hip and Elbow Guarantee: Within the first 3 years of life, the hips and elbows are guaranteed to pass and certify with a fair or better (normal for elbows) rating provided the hips and elbows are x-rayed by a veterinarian and are submitted to and evaluated by OFA after 24 months of age. If at any time said dog is diagnosed with a hereditary/genetic hip/elbow disorder, buyer shall notify Seller immediately. Buyer shall have said dog examined and x-rayed 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 or elbow disorder, Buyer shall return copies of the veterinary report and the OFA certificate, x-ray's etc. along with the registration papers and a certificate of spay/neuter (including microchip #) to the Seller.

3 Year Patella Guarantee: If within the first 3 years of life, the dog is diagnosed with a grade 3 or 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 3 or 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.

3 Year Eye Guarantee: If within the first 3 years of life, the dog is diagnosed with Canine Eye Diseases that seriously disables or 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.

3 Year Heart Guarantee: If within the first 3 years 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 3 year 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 3 year guarantees above, and the conditions of the contract have been met, the Buyer's name will then be 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..).

Buyer's Signature: _____ Date: _____

4. The replacement puppy will not be released to the Buyer until all transportation costs have been prepaid by the Buyer.
5. 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. Deposits (\$500) and 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 minus the deposit and 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, coccidian, kennel cough, demodectic mange, scabies, growths, allergies, thyroid dysfunction, parvovirus 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 3 years 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 or an illness which the puppy had prior to the time of purchase.

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's written approval.
2. The Buyer must take the Puppy to an examining licensed veterinarian within three 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 de-wormings given.
4. The dog must consistently be fed a high quality feed with meat as the first ingredient. The Buyer must save all their receipts when they purchase the dog's food. If Buyer files a claim with the Seller, the Buyer must provide Seller with copies of all of these receipts.
5. 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 6 months for a general health exam. 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. If the Buyer files a claim with the Seller, the Buyer must provide Seller with copies of all of these veterinary reports.

Seller Initials _____

Buyer Initials _____

As a dog breeder, animal health is my top priority. That's why NuVet Plus immune system builder is part of your pet's Health Guarantee. This is a recommendation and does not need to be followed however we recommend to be considered for the health guarantee should be.

Hundreds of thousands of dogs and cats are using NuVet to **protect against most ailments** (from back yard pesticides, pet food allergies and hormones, toxic formaldehyde in furniture and carpeting, ailments transmitted from dog parks and the vet's office, etc), while maintaining a **beautiful skin and coat**.

This is not just a vitamin. It's an **immune system builder** with a precise balance of vitamins, minerals, omega fatty acids, amino acids and high-potency antioxidants. That's why it works so well through all three stages of a dog's life.

✓ **For puppies** – It fills the immunity gap all puppies experience. Shortly after birth maternal antibody effectiveness is greatly reduced. By 8 weeks your puppy's immune system is at a vulnerable point. Once in their new home, the immune system is weakened by the stress of adoption and exposure to new bacteria and viruses in their environment. This is also when the vaccine series is started. Vaccines are only effective if the immune system can respond properly. Starting NuVet Plus now is important to helping your puppy grow into a healthy adult.

NuVet is not available in stores, and is only available to the general public with an order code from an authorized pet professional. For your convenience, you may order directly from the manufacturer by **calling 800-474-7044** and using **Order Code: 50998**, or ordering **online** at www.nuvet.com/50998. You can also save an additional 15% and assure you never run out of NuVet by choosing the "AutoShip" option at check out.

Please order prior to picking up your pup.

Sincerely,

Chree and Steve Martin

Mountain Shadow Kennels/Pomskies

Seller _____

Buyer _____

Buyer's
Signature _____ Date: _____

Buyer's Printed :

Name: _____

Buyer's Address:

Buyer's Phone: _____

Buyer's Email: _____

Seller's Signature: _____ Date: _____

Seller

Name: Chree and Steve Martin

Seller's Address: 1655 North Olsen Way, West Bountiful Utah 84087

Seller's Phone: 801-598-7103

Seller's Email: Officerbaker2000@yahoo.com



On behalf of Mountain Shadow PomsKies we thank you for your business and would encourage your feedback experience on our face book page.

<https://www.facebook.com/mountainshadowkennels/pomsKies.com>

What to expect and what to do after receiving your puppy:

Before you pup arrives:

1. Make an appointment with your vet within 5 days of picking up your puppy from the breeder/airport. Each state has different requirements for dogs.
2. Go to the Nuvet website and sign up for the vitamins. If you don't do this the 3 year health guarantee may not apply. www.nuvet.com/50998
3. The food your puppy has been use to is Costco's brand Lamb and Rice. Your pup has been free freed with this food and it has been dry. Purchase this before your pup comes home so he/she will not get an upset stomach.

After your pup comes home:

1. Your pup will come with a toy which smells like his litter mates. Keep the toy with them to make the transition easier.
2. Your new family member has slept with his/her siblings, and might feel alone and want to sleep next to you. if you are planning on crating your pup at night place him/her in the crate after being taken outside. Place a small amount of water with the pup. Do not leave the pup longer than 8 hours. To get them used to this start with short periods of time.
3. Your pup will come with necessary paper work. You should fill out the home again form to register the pup in your name as soon as you can. Shot records are attached and your pup will need a shot at 12 weeks. Call or text anytime with

Any questions. Enjoy your new Pomsy!

The pup you have chosen is: