**Silhouette Pomeranians**

**Pet Puppy Sales Agreement**

**Breed:**  Pomeranian **AKC Name:**

**Date of Birth:**  **Registration #:**

**Microchip #:**  **Color:**  **Sex:**

**Sire: Sire’s registration #:**

**Dam: Dam’s Registration #:**

**Date of Purchase: \_\_\_\_\_\_\_\_\_\_\_\_\_**

This document serves as an agreement between the parties described below; hereafter referred to as “the Buyer,” and “the Seller.” The Buyer agrees to enter into the purchase of the dog described below, hereafter referred to as “the Dog” with the Seller for the sum of $\_\_\_\_\_ plus any shipping and associated charges, and further agrees to adhere to all conditions of this contract.

There are no guarantees other than those stated in this contract.

The Dog described above is a purebred Pomeranian registered with the American Kennel Club. It is being represented as Pet Quality and is NOT intended for breeding. The Dog was purchased by the Buyer in a face-to-face meeting with the Seller.

The Dog has been examined thoroughly by a licensed veterinarian and has received the appropriate vaccinations and worming as noted in the Health Record provided to the Buyer at the time of sale. The Dog has been found to be in good health and free from diagnosable illnesses and/or defects at the time of sale.

The Buyer may return the dog, at their expense (shipping, health certificate, airport/transport charges, etc) for any reason for a full refund of the purchase price (does not include any shipping charges/expenses both directions), within 3 days of receipt of the dog. Doing so will void this contract. The dog must be returned in the same shape it left the Seller, and should not be exposed to anything other than the Buyers home and the vet’s office during this period. The Buyer agrees to house the dog properly, and provide proper care for the dog to ensure it does not sustain injury or health issues related to the quality of care it receives. Refund will be made after a vet check is done with the sellers vet, and the dog and all paperwork provided to the buyer is returned to the seller. This Dog will not be replaced/refunded due to death or injury due to the Buyers fault/neglect, hypoglycemia, uncontrolled parasites, improper vet care, etc. See Health Guarantee for terms of replacement/refund in the case of heritable health issues.

Signed AKC LIMITED registration papers will be provided when the trial period has expired and the Buyer has provided proof that the dog has been sterilized by their veterinarian.

**Care of Dog** Buyer agrees to take proper care of the above dog, providing veterinary and health care as well as proper nutrition to this dog. The dog will receive regular (minimum once monthly) brushing, bathing (minimum once every 3 months), grooming and nail clipping either by the Buyer himself or by an outside professional groomer or veterinarian to avoid matting of the coat. The dog is to be kept in the home, NOT outdoors except for periodic exercise. The dog is not permitted to be allowed to run outside, OFF LEASH, whether supervised or not. If this dog should have an untimely death, the buyer agrees to furnish the seller with all veterinary records, and a necropsy will be done with results sent to the Seller. Should the Seller be made aware of **evidence of neglect of the dog** (lack of grooming, lack of veterinary care, uncontrolled parasites, left outdoors, allowed to run loose, picked up by animal control, or other signs of poor care) the Seller reserves the right to repossess the dog with NO compensation owed to the Buyer.

**Updates** The Buyer agrees to provide periodic updates on the well being of the dog and agrees to respond in a timely fashion to inquiries by the Seller into the dog’s well-being. Photos and updates on any health concerns are greatly appreciated by the Seller as they provide important information for their breeding program.

**Breeding** This dog is NOT to be bred. Seller agrees to spay or neuter the Dog by 8 months of age and provide proof of such to the Seller. Once such proof is received by the Seller, Limited AKC registration papers will be provided to the Buyer. If the Dog should produce any puppies, whether intentionally or by accident, there is a $1000 PER PUPPY fine owed by the Seller to the Buyer.

**Re-homing the Dog** The Dog may not be re-homed by the Buyer without prior written approval from the Seller. Should an occasion arise that requires the Dog to be rehomed, the Buyer agrees to contact the Seller and allow the Seller to screen and approve any potential new homes while the dog remains in the custody of the Buyer OR the Seller may repossess the dog (at no charge) and find it an appropriate home. The Seller must provide written notice (BY US MAIL) to the Buyer of their intent to re-home the dog and allow 10 business days for the Buyer to reply before they may re-home the dog without approval. The Buyer need not provide any reason for the re-home. If the Seller repossesses the dog prior to placement, the Buyer will receive no monies resulting from the dog’s adoption/placement in a new home. If the Seller retains custody of the dog until an appropriate home is found, they may charge an appropriate fee to the dog’s new owner. The Seller may under NO circumstances allow the dog to be turned in to a shelter, humane society, or breed rescue, and will be subject to a $1000 fine should any of those events arise without the Buyer first notifying the Seller of their intent to re-home.

**Health Guarantee (Initial)** Upon purchase, at the option and expense of the buyer, this dog may be taken to a licensed veterinarian for a thorough health examination within 60 hours from the time of purchase or receipt of the dog. A signed statement from the veterinarian as to the dog's health condition must be sent to the seller within seven (7) days of examination. Failure to do so will relieve the seller of all liability. If the puppy/ dog is found to be ill on this first examination, the seller must be notified immediately after the examination and the dog returned to the seller at the buyer's expense, within 72 hours of examination with a signed statement from a veterinarian. The seller agrees to a cash refund or a replacement with the following conditions: (a) Replacement with a puppy of equal quality if available at the time or (b) Full refund of the purchase price\* at the discretion of the seller. (\*N.B.: All shipping charges are non-refundable and the responsibility of the purchaser.)

**Temperament** Should the Buyer question the temperament of this Dog, he must notify the Seller within 72 hours of receiving the Dog. If necessary, the Dog may be returned to the Seller at the buyer's expense for evaluation. Unless the Seller decides the temperament to be the result of improper handling (lack of proper socialization and training, teasing or other abuse) by the purchaser, family members or agents. The Seller will replace the dog with one of equal value or refund the purchase price in full (at her discretion). Shipping is not included and is at the Buyer’s expense.

**Health Guarantee (Extended)** The Dog is to be free of inheritable disease that can cause death or serious impairment of vital functions until the dog is 1 year of age. If such an inherited disease is documented by a veterinarian and presented to the seller with sufficient supporting evidence, the buyer will be entitled to a replacement puppy of comparable quality bred by the seller when one becomes available. The seller reserves the right to a second veterinarian opinion at the expense of the seller.

**Definition of Suitable Replacement for Purposes of this Agreement** In all cases a “Replacement” dog will be the first puppy or young adult OFFERED FOR SALE by the Seller that is graded “pet quality” and not otherwise obligated to another person, that is of equal value to the Dog at the time of purchase. Buyer acknowledges that furnishing an appropriate replacement may require a wait in excess of 1 year. Buyer may be able to defer replacement to a later date or select an alternate mutually acceptable replacement, at the discretion of the Seller.

*A $1,000 fine will be imposed on the buyer for each incidence where this contract is not followed, including but not limited to selling to an unapproved home, neutering without offering back to seller, not offering first right of refusal to seller.*

This contract applies to the original dog only and is not transferable to a second party.

Buyer agrees that he/she understands this contact fully, and that this contract is under the jurisdiction of the State of Virginia USA, in the City of Hampton.  It is agreed that the place of venue shall be in the City of Hampton, Virginia, USA. All attorneys’ fees to resolve any matter regarding this contract will be at the buyers’ expense.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Seller's Signature Date
**Seller(s)** Elizabeth Heckert

**Address:** 307 Lynnhaven Dr, Hampton, VA 23666

**Phone:** 757-224-0371

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

**Buyer(s):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_