

POMS USA PUPPY PURCHASE AGREEMENT

THIS AGREEMENT made the 00th day of MONTH, 2024 by and between:

BUYER:

Name: _____

Address: _____

Phone: _____ Email: _____

-AND-

SELLER:

Name: _____ POMS USA - Represented by Jorie Turner _____

Address: _____

Phone: _____ 702-752-6292 _____ Email: _____ Jorie.Turner@yahoo.com _____

UPON PAYMENT of the sum of \$0,000.00 paid by Buyer to POMS USA/Jorie Turner (the "Purchase Price"), receipt of which is hereby acknowledged, POMS USA grants, sells, conveys and transfers ownership of the following Pomeranian Puppy to Buyer:

Breed: _____ Pomeranian _____

DOB: _____

Color: _____

Sex: _____

Dam Name: _____

Sire Name: _____

Puppy's Registered Name: _____ EverLock's _____

New Owner agrees they will use Puppy Registered Name chosen by POMS USA to keep Pedigree legible and maintain litter theme. (Initial) _____

Terms and Conditions

1. Deposit, Payment of Purchase Price, Fees

Buyer will pay deposit of \$500.00 VIA **Goooddog/ZELLE**, with payment of the balance of \$0,000.00 due upon release of the Pomeranian Puppy to the Buyer. The expected delivery date is 00/00/24, or such other date that Buyer and POMS USA mutually agree upon. Payment of the balance due is to be paid VIA **Goooddog 1 day before pick up/** or **CASH** upon pick up.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Pomeranian Puppy if:

- (A) Buyer fails to complete the purchase of the Pomeranian Puppy for any reason, or
- (B) Buyer fails to pay the balance of the purchase price upon transfer of ownership.

In either event, POMS USA shall be free to sell Pomeranian Puppy to another party.

In the event that the Pomeranian Puppy is not available due to sickness, death, or any other circumstance owing to the fault of POMS USA, Buyer's deposit will, at Buyer's option, be either;

- (i) Refunded.
- (ii) Transferred to the next litter of puppies.

A boarding fee of \$120.00 will be charged per week by POMS USA to hold Pomeranian Puppy if being held longer than 1 week. If Buyer fails to pick up Pomeranian puppy by scheduled pick up date of 00/00/2024, with no communication, POMS USA has the right to void contract with Buyer and sell to another party without returning or transferring .

POMS USA will travel to Buyer for fee of \$100 per hour for delivery of Pomeranian Puppy.

2. Transfer of Ownership and Registration

Upon payment in full of the purchase price, POMS USA will pay for transfer of AKC Registration and Buyer will receive Certificate of Ownership in the mail. When registering Pomeranian Puppy on AKC website, POMS USA will use the AKC registered name that has been chosen by us to keep Pedigree's legible. Buyer may add chosen call name to the end of AKC registered name if they so choose.

In the event that Buyer can no longer care for Pomeranian, Buyer must contact POMS USA and allow POMS USA to take necessary actions to retrieve Pomeranian. POMS USA is willing and wanting to help care for all Pomeranians that leave their possession. If POMS USA finds that Pomeranian is no longer with Registered Owner, POMS USA can and will take legal action to retrieve Pomeranian at Buyer's cost.

In the event that Buyer purchases Breeding Rights; POMS USA has the right to restrict breeding rights at any time. In the event that Buyer is negligent and not following proper breeding guidelines, rights will be revoked and AKC will be notified along with other local agencies. POMS USA has the right to deny paired match if said Sire or Dam could pollute POMS USA breeding lineage.

3. Seller's Representation and Warranties

(A) POMS USA is the legal and true owner of the Pomeranian Puppy and POMS USA has full right and authority to sell the Pomeranian Puppy.

(B) POMS USA guarantees that the Pomeranian Puppy is Purebred, offspring of the purebred Sire and purebred Dam set out on page 1 of this Agreement.

(C) POMS USA guarantees this puppy to be free of congenital health issues for ONE year, starting at puppy's birth but does **NOT** cover Luxating Patellas, Retained Teeth, or Undescended Testicles.

(D) Puppy will receive first vaccinations at 7 weeks of age, and dewormed at 2,4,6 & 8 weeks (every two weeks until placed into forever home).

(i) Buyer will be responsible for all vet visits and vaccinations once Puppy leaves POMS USA's care.

(ii) Buyer is to vaccinate at 12 weeks, and 16 weeks (Or at a Vet's recommendation) and continue deworming in a timely manner with proof from Licensed Vet or health guarantee can be voided.

(iii) POMS USA strongly advises **AGAINST** taking Pomeranian Puppy in public places/ setting Puppy down to potty in a public area / or allowing Pomeranian Puppy to come into contact with other dogs until fully vaccinated. In the event Puppy contracts Parvo, Distemper, Hepatitis, Kennel cough, or Parainfluenza after leaving POMS USA's care, health guarantee will be voided and puppy will not be replaced by POMS USA.

(Initial) _____

(iii) In the event puppy becomes ill from hereditary illness or genetic disorder, proven by Licensed Vet, POMS USA will replace puppy from an upcoming litter decided by POMS USA. There is no guarantee of replacing puppy with the same sex, color, quality, size or lineage.

(iiii) In the event a puppy is being replaced, Buyer will be responsible for delivery fees.

(E) POMS USA has **NO** guarantees regarding adult weight of Puppy. POMS USA can make an educated estimate of adult weight; based off parents lineage, and charting weight using a charting system, this estimate is not 100% accurate.

(F) In the event Buyer breeds Pomeranian without breeding rights; POMS USA has the right to void purchase contract and reclaim ownership of Pomeranian along with any and all offspring that carry POMS USA lineage. POMS USA has the right to sanction Buyer for the sum of the purchase price of Pomeranian and any damages caused to the lineage.

The parties accept and agree to be bound by the Terms and Conditions governing the purchase and sale of the Pomeranian Puppy.

Date: _____ Signature of Buyer: _____

Date: _____ Signature of Seller: _____