



Happy Hills Kennels Puppy Contract

Kennel Name: Happy Hills Kennels

Breeder Name: Dawn Miller

Address: 19861 County Road 272 Memphis MO 63555

Phone: 816-550-7647

Buyer: _____

Address: _____.

Phone: _____.

Date of Sale:

Date of Delivery:

Price:

Description of the Puppy

Breed: Pomsky

Gender preference: () Male () Female

Puppy Generation:

Puppy's Litter Given Name:

If Renamed, New Name: _____

Color:

DOB:(Puppies must be 8-9 weeks or older):

Litter Name or Number:

Sire:

Dam:

Proposed use of the Puppy

(X) Pet or family companion-Limited Registration

DEFINITIONS:

1. Buyer: Buyer means the purchaser of the animal at issue and its present parents, subsidiaries, and partners at the time of purchase.
2. Puppy: Puppy refers to the animal at issue being bought by the Purchaser. Dog may also refer to Puppy.
3. Happy Hills Kennels: Happy Hills Kennels is the original owner and producer of all Puppies discussed in this contract. They may also be referred to as "Breeder" or "The Breeder".
4. Pick-up: Pick up is the scheduled date agreed upon between Happy Hills Kennels and the Buyer for the buyer to receive or pick up their agreed upon Puppy.
5. Breeding Rights: Breeding rights are the rights you can possess to breed a dog. Breeding rights are a tool used by dog breeders to control the development of their bloodline when a dog is sold to a third-party. A dog can be sold on limited or full registration at the choice of the Breeder, which is defined below.
 - a. Limited Registration: You cannot breed the purchased dog, and under the Breeder's circumstances, the dog must be spayed/neutered.
 - b. Full Registration (Full Breeding Rights): You have the total rights to breed the dog. This registration costs more.

6. **Guarantee:** A guarantee is offered by a Breeder to provide protection and reassurance to both parties regarding the future health and wellness of the Puppy.

BUYER/BREEDER AGREEMENTS

1. **Health:** The Puppy sold is in good health on the date of sale. The first sets of shots have been given and the Puppy has been dewormed every two weeks. The Puppy's sire and dam are both DNA tested. The Puppy is expected to be free of the hereditary issues known to Pomeranians and Huskies that are specifically tested for through Embark. However, no guarantee of such is or can be made for all of the hereditary issues that may be possible, as they can not yet all be tested for. Happy Hills Kennels does not assume any liability for any injury to said Puppy or any contracted illnesses after delivery outside of the health guarantee.
2. **Short Term Guarantee:** Happy Hills Kennels guarantees the Puppy free of any life-threatening illnesses for 48 hours. The Buyer is recommended to arrange a veterinarian examination within 48 hours of bringing the Puppy home. Should the veterinarian find the Puppy has a life-threatening condition in which the cause was attributed by Happy Hills Kennels, the Puppy may be returned and Buyer refunded. Happy Hills Kennels has the right to ask a second opinion by a veterinarian of their choice. If the Buyer does not have proof of taking the Puppy to a veterinarian within 48 hours of purchase or does not contact Happy Hills Kennels about the scheduled date before the Puppy goes home, the refund is null and void. Transport back Happy Hills Kennels will be arranged and covered by the Buyer.
3. **Long Term Genetic Health Guarantee:** Happy Hills Kennels guarantees this Puppy free from any life-threatening genetic illnesses up to 12 months from its date of birth. This guarantee covers any ailments that are caused by pairing two parent dogs that passed a life-threatening genetic trait to the Puppy. In order for the genetic condition to be covered it must cause the Puppy to die unexpectedly or be euthanized immediately by a veterinarian. Upon determination that a Puppy has a life-threatening **genetic** condition, Buyer has 48 hours from the time of the Veterinary findings to notify Happy Hills Kennels with written documentation of said findings; failure to notify Happy Hills Kennels will result in nullification and voiding of this guarantee.
4. **Issues Not Covered in Any Guarantee:** Any condition that is minor, correctable, treatable, avoidable with caution, or non-life threatening, is not covered. Conditions which may go away or are considered to be a condition which a Puppy may grow out of, or does not cause death, is not covered. Happy Hills Kennels vaccinate our dogs as per the recommendation of our vet, and full shot records are given to the owner when the Puppy goes home (Though dogs are vaccinated, that does not mean that the Puppy cannot get conditions/diseases that they are vaccinated against). This guarantee does not protect against communicable illnesses like Parvo after a Puppy goes home. Happy Hills Kennels recommends you **DO NOT** take your Puppy somewhere they could have picked it up after being taken home like a dog park or a pet store,

as it will not be covered in our guarantee. Conditions not covered include but are not limited to; umbilical/inguinal hernia, retained testicles, kennel cough, autoimmunity, anxiety, cuts, grade 1-2 innocent heart murmurs, ear/skin mites, skin disorders such as mange and allergies, or any other minor condition. Due to the breadth of possible minor conditions, every possible condition would be too numerous to cover in this document. Any minor condition may be discussed with Happy Hills Kennels for further consideration, but a presumption of no-coverage is implied for any condition deemed non-life-threatening.

5. **Vaccinations:** The Buyer agrees to finish all Puppy vaccines before taking their dog out in public, letting their Puppy on public sidewalks and grasses, or letting their Puppy be touched by people outside of the family. This reduces the chances of your Puppy picking up a communicable disease such as Parvo **WHICH CAN BE FATAL.**
6. **Pomsky Markings/Size:** Happy Hills Kennels cannot guarantee size, color, or markings as an adult. These genetics are determined by chance. Happy Hills Kennels will give the Buyer their best predictions based on experience, but are not guaranteed as adults. No refunds or replacements will be given due to size, color, or markings.
7. **Pet Only/Spay and Neuter Required:** A Puppy sold as a pet on limited registration is never to be used for breeding purposes; the Puppy is to be spayed or neutered before 18 months of age. The Puppy being purchased under Limited Breeding Rights must have proof of spay/neuter presented to Happy Hills Kennels by a licensed veterinarian prior to 18 months of age. Such proof shall be provided with veterinary records or by a photo of the incision with the pertinent veterinarian's contact information. If the Puppy cannot be fixed at 18 months due to a health issue, relevant proof must be provided.
 - a. If a Buyer with limited registration is thinking about breeding after the dog is purchased, full registration and breeding rights must be purchased directly from Happy Hills Kennels. Happy Hills Kennels reserves the right to refuse breeding rights to anyone at any point in time. If Full Breeding Rights/registration is allowed by Happy Hills Kennels and is purchased, the Buyer is free to breed, show and sell offspring of the Puppy.
 - b. If the Buyer does not show proof of spay/neuter at 18 months of age or proof of breeding is discovered, it will be deemed a breach of contract and legal action will be pursued. A breach of this contract in this manner shall be punishable by:
 - i. **\$4,000** per Puppy bred from the fruits of the purchased Puppy. \$4,000 is the price of a Pomsky of quality at market, therefore, is the breach amount to be rewarded if said dog is bred and puppies are produced.
 - ii. **\$1,000** for violation of LJ Kennels Breeding Rights. This is the price charged for those that purchase breeding rights upfront. If the Puppy cannot be fixed at 18 months due to a health issue, relevant proof must be provided. Personal preference against fixing the Puppy is NOT justification for failing to do so. Full Breeding Rights must be purchased directly from Happy Hills Kennels. Happy

Hills Kennels reserves the right to refuse breeding rights to anyone at any point in time. Once Full Breeding Rights are purchased, the Buyer is free to breed, show and sell offspring of the Puppy.

- 8. Maintaining Proper Health:** The Buyer agrees to maintain preventative health care including but not limited to; inoculations, internal as well as external parasites and heartworm preventative medication. The Buyer agrees to feed high-quality food as well as provide proper socialization and training. In the event a Buyer exercises return rights under the genetic guarantee, all documentation that the above maintenance has been performed must be provided to Happy Hills Kennels. If the Buyer does not provide such proof that every step was taken to assure the good health of the Puppy, the Health Guarantee is void.
- 9. Rehoming Provisions:** If the Puppy needs to be rehomed at any time in its life, the Buyer is to contact Happy Hills Kennels immediately. Upon such notification, the Puppy will either be returned to Happy Hills Kennels for new home evaluations; or Happy Hills Kennels will assist the Buyer in finding the Puppy a new home. If the Buyer rehomes this dog and fails to notify Happy Hills Kennels, this may be deemed a breach of contract. Such a breach may lead Happy Hills Kennels to pursue legal remedy in the amount \$1,500, for Court Costs, and Attorney Fees. It is Happy Hills Kennels' duty as a breeder to ensure that its dogs are always in good homes and are never placed in an unsatisfactory home or shelter. The return of a Puppy to Happy Hills Kennels does not guarantee a refund. Such actions may be considered by Happy Hills Kennels.
- 10. Puppy Mistreatment:** If Happy Hills Kennels determines that the Puppy/dog is not suitably cared for, or that it has been mentally or physically mistreated, Happy Hills Kennels has the right to take full possession of the dog without refund. Happy Hills Kennels' opinion is the only authority required to justify this action. Testimony of other people will not supersede the Happy Hills Kennel's judgment on this matter. Under such circumstances, all guarantees are then void. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, or heat stroke will not entitle the buyer to any compensation from Happy Hills Kennels in the terms of any guarantee, which are then null and void. This Puppy is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. This Puppy is not to be used for any illegal or immoral activities and is not to be used for any type of Puppy mill, dog farm or other mass-producing or money making operation. Such interference by Happy Hills Kennels will not occur unless there are significant factors justifying such actions. Significant factors yielding this type of action by Happy Hills Kennels include but are not limited to:

 - a. embedded collars, signs of old wounds left untreated, untreated skin conditions, emaciated appearance, extreme parasite infestations, observation of a person hitting or otherwise physically abusing an animal, being outside for long periods of time without adequate food, water or shelter.

11. Breeder Guarantee: Happy Hills Kennels agrees that the Puppy is sound in health, temperament, and condition and is satisfied with the purchased Puppy. Happy Hills Kennels agrees to always help if there are any questions or concerns with the Puppy throughout its lifetime. Happy Hills Kennels also agrees to take back the Puppy if the Buyer is no longer able to keep it or will help in rehoming to a new suitable home. The Buyer acknowledges that Happy Hills Kennels has done everything possible to make this a great experience and to create a puppy that is at breed standard in health and temperament. Happy Hills Kennels guarantees to always be swift to reply and be of any assistance to the Buyer throughout the Puppy's life. Happy Hills Kennels agrees to always be honest and fair.

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, Happy Hills Kennels is released from any further obligations hereunder. Should Happy Hills Kennels need to seek legal action against the Buyer or the Buyer seek legal action against Happy Hills Kennels due to violations in this agreement, the Buyer may assume any and all attorney and court fees. This Contract and Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Missouri in Scotland County. Buyer agrees and understands that this contract is non-transferable, as it applies only to the original puppy and Buyer.

Buyer Signature: _____

Buyer Name Printed: _____

Date: _____

Happy Hills Kennels/Breeder Signature: _____

Print: _____

Date: _____