**Purchase Agreement**

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Code Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Price: \_\_\_\_\_\_\_\_\_

We guarantee this puppy to be in good health to the best of our knowledge.

All shots are up to date, puppy has had regular de-worming, and this pup is free from obvious defects at the time of delivery. A shot & de-worming record will be furnished to the purchaser at time of pick-up.

Puppies may be stressed by change in environment.

Minor problems such diarrhea, Coccidiosis, wormy stool, etc. are common and must be treated. These conditions are the responsibility of the purchaser and should be checked by a veterinarian, this also includes Parvo, Corona virus or Giardia.

Minor health problems that can be cured by medication or surgery are not covered by any guarantee.

We are not responsible for anything that might happen to the puppy/dog after it leaves our property.

**AKC Registration - Please Initial**

\_\_\_\_\_ Purchaser understands that they are buying a puppy that is **Limited AKC Registration**

\_\_\_\_\_ Purchaser understands that they are buying a puppy that is **Full AKC Registration**

**Purchaser’s Responsibilities**

Purchaser will have the puppy examined by a licensed veterinarian and a copy of exam will be sent to Seller within **7 days** of puppy being brought home.

Puppy will be spayed/neutered by 6 months of age at purchaser’s expense. Once this has been done, proof of spay/neuter will be mailed to Seller at the address at the bottom of this contract. Purchaser has 2 weeks after the puppy’s 6-month birthday to mail proof of spay/neuter to Seller. After this date, if proof of spay/neuter has not been received, guarantee will be void.

Provide puppy/dog with routing preventive care, such as, but not limited to:

Annual physical examination by licensed veterinarian

Follow veterinarian guidelines for vaccinations and de-worming

Keep puppy/dog on heart worm preventative once a month for its entire life

Purchaser has been informed that Siberian should be kept on an ADULT dog food. Puppy/dog has been kept on a high-quality adult dog food since weaning and Purchaser agrees to keep said puppy/dog on a high-quality adult dog food, where meat is the first ingredient. Failure to do so voids this guarantee

Puppies need routine care, just as children. Failure to provide above care by licensed veterinarian will result in this health guarantee being voided.

**Health Guarantee**

This puppy is guaranteed until 2 years of age against fatal and life altering congenital disease which adversely affects the health of the animal.

If the dog dies in this time frame, the buyer must pay to have a necropsy done to ascertain cause of death. If cause of death is congenital, the Seller will replace the puppy/dog with a pup of equivalent value as originally purchased.

A puppy showing any serious genetic or congenital defect will be represented as follows:

The seller must be notified of the problem with in two days of appearance of the issue, and within two days of the licensed veterinarian’s determination and have two reports from two unassociated licensed veterinarians stating the same puppy with the same problem and it is caused 100% by genetic factors. Seller will provide a replacement puppy of equivalent value. If Purchaser fails to notify Seller of an issue with the pup or the vet’s findings within the two days’ time, guarantee is considered void. Please remember that as the breeder of this puppy, Seller expects to be notified immediately if there is a problem or suspected problem with the puppy.

No replacement/refund will be given if the puppy/dog has been bred or euthanized without the seller’s permission. Replacement puppy will be mutually agreed upon by both parties and will be of comparable quality. It is understood that the replacement puppy may not be from the exact same parents as original puppy, and that the Seller is not required to place a show quality puppy with Purchaser for the sake of receiving a puppy right away. It is understood that if a replacement is given, Purchaser may have to wait for the next available litter.

All items covered under this guarantee are by replacement only.

Refunds may be given up to the purchase price of the puppy ONLY IF Seller decides upon the option to refund rather than replace a puppy. These reasons could include (but are not limited to): suspicion of neglect or injury, improper care given to original puppy, or relocation of the Purchaser to region that would require shipment. If any part of this contract is violated, no refund or replacement will be given!

Purchaser is responsible for transportation costs to and from the Seller on the replacement.

No Refund in part or in full will be given for transportation costs.

This guarantee applies to the original puppy only and is non-transferable to a second party if the puppy is re-homed.

The Seller will not be responsible for any medical expenses incurred. Purchaser is fully aware that owning a puppy/dog means trips to the veterinarian and understand that he/she will be responsible for all payments and transportation costs.

As of the pick-up date, the puppy/dog has received proper vaccinations and de-worming. The purchaser has been informed of these and future vaccinations and de-worming due. The current shot record is provided and is to be taken to the purchaser’s licensed veterinarian in order to provide information at the time the pup is being vet-checked. Annual shots and health exams are at the purchaser’s expense which also includes any illnesses that may occur during the life of the puppy/dog.

The Breeder is not responsible for Distemper, Parvo, and Corona Virus after 24 hours of sale as these are highly contagious disease and they can be contacted immediately after leaving the breeder. This guarantee does not include: fleas, mites, coccidia, giardia or any other intestinal worms/parasites as they are common in dogs and puppies. We will not be responsible for illnesses or health problems which are diagnosed after this period of time except where stated in this contract.

The Breeder is not responsible for heart worms. Purchaser is required under this contract to provide heart worm prevention once a month for puppy/dog’s entire life.

A returned puppy/dog must be returned to the seller in good condition, at the buyer’s expense. All registration and papers must be returned to the Seller. No refund is given for any puppy/dog returned. If shipping is required to return the puppy/dog to the Seller, that is the Purchaser’s responsibility.

There are certain disorders that may be caused by environments; for example: allergies, thyroid dysfunction, demodectic mange and other autoimmune disorders that are not covered by this guarantee.

Our guarantee does not include poisoning, accidents, negligence or behavioral problems, as training philosophies and environments vary amongst individuals. All training expenses are the responsibility of the purchaser. Any physical problem which is or could be the result of injury is not covered under this guarantee.

**Re-Homing**

The Purchaser agrees, that if for any reason in the lifetime of the said puppy/dog, if they can no longer keep it in their possession, that they will contact and return puppy/dog to Seller, Posh Husky Puppies. No money will be paid by Seller to retain the puppy/dog. Purchaser is required to deliver or ship puppy/dog back to Seller.

Under no Circumstances is the Purchaser to release the puppy/dog to any Rescue Group, Shelter, or any other type of facility for re-homing, and under no circumstances is Purchaser to re-home with any other individual or group.

If Seller cannot take puppy/dog back, Seller, Posh Husky Puppies, must be notified of new ownership of said puppy/dog, and contact information of puppy/dog’s new owner(s) is to be furnished to Posh Husky Puppies once it is placed.

**Social Media**

If a dispute of contract should arise, Purchaser & Seller agree that no mention of the issue will be posted on any type of media or social media. If Purchaser violates this clause, Seller has the option to take legal action for any slanderous statements made.

**Penalties**

This contract is legally binding. Seller is entering into an agreement in good faith with Purchaser, and expects Purchaser do what is right, by the contract and for the puppy/dog. Breach of contract may be imposed for any of the following reasons:

1. If purchaser sells/transfers/gives or otherwise rehomes above mentioned puppy/dog without Seller’s written consent
2. If Purchaser uses puppy/dog for breeding at any time.
3. If puppy/dog has not been spay/neutered by their 1st birthday.

If purchaser can no longer keep puppy/dog and rehomes it instead of allowing Seller to retain the dog, any fees incurred in Seller taking ownership of puppy/dog again will be the expense of the Purchaser, this includes, but is not limited to vet bills, shelter/rescue adoption fees/and legal costs involved.

**Breeching of Contract**

Purchaser agrees that all notifications of issues with said puppy will be made by e-mail (postal mail is also acceptable as an alternative), in order to ensure proper communication and proof of communication should an issue arise.

Seller may require any and all vet records from Purchaser if an issue should arise, to determine whether proper care was being taken of puppy, and to discuss any issue with Purchaser’s veterinarian.

If contract is breeched or legal action is required by either Seller or Purchaser, it is agreed that the legal venue will remain in Stearns County, Minnesota.

**Upon Pick Up**

It is assumed that this Contract was read and understood by the purchaser before the purchase of puppy from Posh Husky Puppies, and a signed copy of the Contract will be kept by the Seller. Failure for Purchaser to agree to these terms will result in refusal of sale.

\_\_\_\_\_\_ Purchaser agrees that puppy has been examined by him/her at time of pickup with both Purchaser and Seller present. Purchaser is satisfied that this puppy is in good condition and is healthy to the best of the Seller’s knowledge.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchaser: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Buyer Information**

Buyers Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyers Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyers Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State: \_\_\_\_\_\_\_\_ Zip code: \_\_\_\_\_\_\_\_\_\_\_\_\_

Buyers Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_