

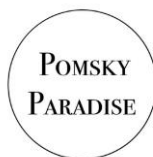
Purchasing Agreement

This agreement dated as of _____, is between Pomsky Paradise, and _____ (buyer). The subject of this Agreement is the below described puppy.

- **NAME:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____
- **BREED:** **POMSKY (____)**
- **BREEDER:** **POMSKY PARADISE**
- **NEW OWNER:** _____

The Breeder and Buyer agree as follows:

1. **Deposit:** A non-refundable deposit of **\$300** has been paid to the Breeder. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. Buyer acknowledges that the Deposit is non-refundable in all circumstances. However, if a puppy that meets Buyer's identified preferences is not available when it becomes Buyer's turn to pick a puppy from the selected litter, the Buyer may elect to have the Deposit transferred to the next litter.
2. **Purchase Price:** The full purchase price of \$_____ is agreed on with the balance due in full (a) as agreed when the puppy is delivered to Buyer or (b) upon Buyer's pickup of the puppy or (c) before the puppy is flighted out from the airport. Any shipping/handling expenses are the responsibility of and shall be paid by Buyer before the puppy is transported. All payments due under this Agreement shall be made in US Dollars and paid to the Breeder via the agreed method of payment.
3. **Unauthorized Breeding:** The puppy/dog is being sold solely as a companion/pet and any breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$10,000 per litter of offspring (b) all of Breeder's warranties set forth in this Agreement will become null and void.
4. **Breeder's Obligations:** Breeder represents and warrants the following:
 - a. **Ownership:** Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price and signed contracts.
 - b. **State of Health; Short-Term Health Warranty:** The puppy was previously examined by a licensed veterinarian and was found to be in good health at that time and (i) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, is to have the puppy examined by a licensed veterinarian within 72 hours (or a longer period of time with Breeder's prior written consent if Buyer notifies Breeder that Buyer is unable to obtain an examination because of reasons related to COVID-19) of receiving the puppy for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy

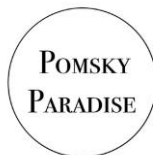


to be unhealthy or unfit for sale, the puppy may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy “unfit for purchase”, which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer’s ill-treatment, abuse, or neglect, (y) any health issues that result from the puppy’s transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.

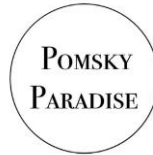
- c. **Long-Term Health Warranty:** Breeder provides a lifetime warranty from the puppy’s date of birth against debilitating conditions passed through genetics. In the event the puppy exhibits symptoms of a suspected debilitating condition that was inherited from the parents, Buyer must immediately inform Breeder and supply any obtained and/or requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy to a licensed veterinarian of Breeder’s choice for examination.
- d. **No Other Warranties:** No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an “as is” condition, except as expressly and specifically set forth herein.

5. **Buyer’s Obligations:** Buyer agrees to the following:

- a. **Proper Care:** Buyer will provide good and proper care of the puppy. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog’s lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog’s immunity to common canine diseases.
- b. **Veterinary Care:** Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
- c. **Care to Prevent Orthopedic Conditions:** Buyer will also provide the following care:
 - i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight.
 - ii. Proper daily exercise to maintain the puppy/dog is in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
 - iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
- d. **Sale Prohibition:** Buyer is not acting as an agent in the purchase of the puppy. Buyer agrees neither the puppy, nor any offspring of the puppy, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy, nor any progeny of the puppy, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.



- e. **Restrictions on Transfer:** If, at any time, Buyer is unable to keep or care for the puppy (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer.
 - f. **No Transfer Outside of the United States:** Buyer further agrees that the puppy will not be sold to anyone residing outside of the United States without Breeder's prior written approval.
 - g. **Spay/Neuter Provision:** The right to ownership of the puppy is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy [at the age of 12-18 months and is considered sexually mature] and providing proof of such spaying/neutering to Breeder immediately upon completion. [In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$5,000 if the puppy is not spayed/neutered in accordance with this Agreement.
 - h. **Breach by Buyer:** Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.
6. **Ongoing Communications:** I agree to promptly notify the Breeder of any change of address, email, or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy from Breeder; (b) inform Breeder of any major change in the health of the puppy throughout the puppy's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy, promptly notify Breeder of the particulars of the animal's death.
 7. **Remedy for Mistreatment:** If the Breeder feels the puppy is not getting proper care and treatment, Breeder has the right to have the puppy examined by a licensed veterinarian. If such veterinarian finds the puppy to be a victim of ill-treatment, abuse, or neglect, (a) Breeder has the right to take full possession of the puppy and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
 8. **Agreement to Mediate:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
 9. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with the laws of the State of Ohio without regard to the conflicts of law's provisions thereof.
 10. **Break Down:** (a) We guarantee this puppy to the best of our knowledge to be in good health, free of diseases, and has received its first vaccinations and deworming according to the age of the puppy. The breeder is not responsible for the death or loss of this puppy once it leaves breeders premises, due to sickness, accidents, injuries, or theft. The breeder is not responsible for refunds due to changes in coat, color, not bonding with the puppy, or because temperament is not what the new owner expected. New owner assumes all financial responsibility for the puppy, included but not limited to vet expenses, food, surgeries, boarding, grooming etc. (b) Breeder is allowing new owner 72 hours after purchase to take the puppy to a licensed veterinarian for a complete checkup, at the new owner's expense. If for any reason the



vet finds a defect in the puppy that will cause certain premature death, the breeder agrees to refund the purchase price upon return of the puppy to the breeder at owner's expense. A refund will only be given upon written report from the veterinarian responsible for performing the exam, the vet will need to provide the breeder with all the test results and diagnosis. The presence of parasites such as worms, giardia, or coccidiosis does not make a puppy defective. The breeder is not responsible for any vet bills acquired by the new owner. (c) After 72 hours of receiving the puppy, the new owner accepts to have purchased a healthy puppy, from there forward the breeder makes no guarantees

11. **Miscellaneous:** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions, and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

POMSKY PARADISE

Kettering, Ohio

Name: _____

Address: _____

Email: PomskyParadise0@gmail.com

Phone: (832) 774-0086

Email: _____

Phone: _____