

# Meyn-Adel Pomeranians

## Health Warranty Agreement

Thank you for choosing Meyn-Adel Pomeranians for the purchase of your new puppy/dog. I am sure that you will find your new puppy to be a wonderful addition to your family.

Below you will find the conditions of the health warranty agreement for your new puppy.

Definitions used herein include:

'Buyer' shall herein be defined as: \_\_\_\_\_

'Breeder' shall herein be defined as:

**MEYN-ADEL POMERANIANS**

'Puppy' shall herein be defined as: \_\_\_\_\_

This Contract is for a **Pomeranian** puppy that is bred and owned by Meyn-Adel Pomeranians, that is bought for the purpose to:

have as a Pet

Breed with

Sire:           Registration Name: \_\_\_\_\_  
                  Registration no:        \_\_\_\_\_  
                  Microchip no:            \_\_\_\_\_  
Dam:           Registration Name: \_\_\_\_\_  
                  Registration no:        \_\_\_\_\_  
                  Microchip no:            \_\_\_\_\_  
Puppy:        Registration Name: \_\_\_\_\_  
                  Registration no:        \_\_\_\_\_  
                  Microchip no:            \_\_\_\_\_  
                  Date of Birth:           \_\_\_\_\_  
                  Gender:                   \_\_\_\_\_  
                  Color:                        \_\_\_\_\_

This Health Warranty is valid for One (1) year only, from the date of sale. The date of sale is the date that the contract was signed and/or the first payment was made, whether this is a payment in full or in part, whichever comes first. The Health Warranty is only applicable when buying a puppy bred by Meyn-Adel Pomeranians.

When buying or selling dogs, both the Buyer and the Breeder recognize and acknowledges that no dog is perfect and that there is a possibility of unknown genetic and/or congenital (i.e. There at birth but not necessarily genetic) defects at the time of sale which may present at a later time.

The Breeder states that the above described Puppy to be healthy at the time of sale. This Puppy had a Veterinarian examination on: \_\_\_\_\_ and was seen by the licensed veterinarian: \_\_\_\_\_ and was found to be free of any communicable diseases and/or abnormalities at the time.

The Breeder has done everything possible to produce healthy, sound, social, and happy puppies by breeding only sound, healthy, well socialized, friendly adults, by raising this puppies in the best way possible in regards to diet, exercise, clean housing, vaccination/worming schedules, socializations and veterinary care. This Puppy/Dog is to the best of the Breeders knowledge, in good health, free of genetic defects and that the worming and vaccinations are current at the time of sale and that the Puppy/Dog embodies the characteristics of the Pomeranian Breed Standard. The Buyer understands that there are many factors that can influence growth and development of the puppy, such as diet, exercise, environment,

early nurturing, proper attention, training, handling, housing and attitude in care etc. The Buyer assumes the responsibility to carry on with the appropriate care as recommended by the Breeder and to see that proper veterinary care is given when necessary, so that good health is assured and agrees not to abuse or neglect this Puppy in any way. The Breeder can offer no further guarantees once the care of the Puppy is no longer under their control.

**The Puppy will not be allowed to leave before the age of eight (8) weeks old!** It is preferred and highly advisable that the Puppy stays in the care of the Breeder until the ten (10) week inoculation was done by the Breeder. If and when the Buyer decides to take the Puppy before this is done, the Buyer understands and agrees here within to do this at his/her own risk as the Puppy might be subjected to Communicable diseases. The Buyer also understands that the Puppy should be kept isolated, as advised by the Breeder, until the full series of inoculations and worming was done to ensure minimal exposure to such diseases. Once the Puppy has left The Breeder, the Breeder can not guarantee against any external or internal parasites, viruses, bacteria or allergy reactions. The Breeder will thus not assume any liability for any communicable diseases, injury, illness or death to the Puppy after delivery or pick-up was made. The Breeder will not be held liable for ANY VET BILLS after the Puppy has left the Breeders home. All vet bills will be the responsibility of the Buyer.

In order to qualify for a replacement puppy, the Buyer agrees to keep ALL the Puppy's inoculations and worming up to date as advised by the Breeder and/or a veterinarian. The Buyer agrees and understands that the inoculations and worming must be done and signed for by a licensed Veterinarian. All extra inoculations done by the Breeder (i.e. on 4 and/or 8 weeks of age), before the Puppy is handed over to the Buyer, is done so to ensure the wellbeing of the Puppy and will NOT be considered as a replacement inoculation. Failure to keep the inoculations and worming schedule up to date, will result in the contract to be null and void! The Breeder does not take any responsibility for any illness or death to the Puppy that was caused as a direct result of negligence in obtaining the inoculations.

The Buyer understands that he/she has 48 Hours from the time that the Puppy arrived at his/her destination to have him/her checked by a licensed veterinarian (at the Buyers expense) to verify the health status of the Puppy and validate the Health Warranty. Failure to procure this health check will invalidate any and all warranties on the Puppy and the contract will be null and void. All receipts and reports must be kept by the Buyer in this regard as reference. All reports must be forwarded to the Breeder for record purposes. If the Buyer is not satisfied with the results of the veterinarians findings, the Buyer must inform the Breeder immediately! The Buyer understands that a second opinion can be requested by the Breeder in this regard and therefore agrees to act accordingly and to supply the necessary documentation. The Buyer will evaluate the Puppy's temperament and conformation perspective during this time period and notify the Breeder of any concerns. If and when the Puppy is returned, the Buyer agrees to return the Puppy within 5 days of arrival, accompanied by ALL the original documentation and the hamper provided and (if applicable) all the veterinarian reports and/or test results.

In the unlikely event of a congenital health issue, it must be fully diagnosed and documented by a licensed veterinarian, and a second opinion by another licensed veterinarian may be requested for verification. If a genetic and/or congenital defect presents within the warranty period, the Breeder will replace the dog with one that is considered to be of equal value, color, gender and approximate size as the original Puppy purchased, at once or when available, provided that a letter and full reports from the examining veterinarian(s) is offered for the Breeders records as evidence of the dog's condition. If the Buyer insists on having a replacement puppy, that is of greater value than the original dog, the difference must be settled before the replacement puppy is collected or delivered. No refund will be given, only a replacement puppy. All transport and out of pocket expenses is for the Buyers account as stated in the Sales Agreement.

**The original dog must be returned, accompanied by the original registered pedigree document, veterinarian booklet, veterinarian's report, veterinarians letter and the gift hamper (when applicable). No replacement dog will be given under any circumstances or for any reason, unless and until the original dog is returned to the Breeder at the Buyers expense. The Breeder will not take any compensatory action unless the Buyer returns the original dog!**

Should the dog die of a fatal genetic defect within the one (1) year Warranty period, the cause of death must be fully documented by a licensed veterinarian. Proof by means of Necropsy/Autopsy, the report from the veterinarian stating the findings, and receipts from the veterinarian who diagnosed this genetic abnormality, MUST be supplied to the Breeder by the Buyer, before any replacement agreement will be made. It must be determined that the death of the dog was as a direct result of a genetic factor to receive a replacement puppy/dog. Neglect and/or accidental death is NOT the responsibility of the Breeder and NO replacement puppy/dog will be given.

**The original dog will only be replaced when a report of the death from a licensed veterinarian, accompanied by the necropsy/autopsy report is provided, together with the original veterinarians booklet!**

This Health Warranty does not cover things that happen to the Puppy/Dog in the Buyers home that may cause injury or death, illness, or such things that are inherited genetically, but NOT fatal such as, but not limited to, Hypoglycemia, Giardia, Hernia, Hip Dysplasia, Coccidiosis, Luxating Patella, Hydrocephalus, BSD, Thyroid conditions, Heart Murmur, Epilepsy and Communicable diseases (such as Parvo ect).

Replacements are null and void if the dog's inoculations and worming is not up to date or when a dog has been used for breeding without a breeding contract. No exchanges will be made after this period, and no cash refunds will be made under any circumstances.

The Buyer fully understands that if and when he/she decides not to return the original Puppy/Dog, that in terms of this Health Warranty contract will be null and void. The Buyer may keep the Puppy/Dog or get a replacement, but not both!

The Breeder neither makes nor implies any warranties or guarantees, expressed or implied, other than stated within this contract. This document constitutes the entire agreement between the Breeder and the Buyer with respect to this sale. The Buyer's signature below indicates that he/she has read, agrees and fully understands the content and all the conditions of the Health Warranty Agreement within this contract, and therefore enters into this agreement willingly.

**Buyers Full Name:** \_\_\_\_\_

**Buyers Signature:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

**Breeders Signature:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

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

The Buyer must make sure that he/she fully understands this contract before signing it. If there is any questions, feel free to contact me. The Buyer must sign this contract and send it back to me, accompanied by a signed copy of the applicable Sales Agreement. This contract will be valid from the date of payment.

*Thank you!*