



SALES AGREEMENT & GUARANTEE

Placing a minimum \$500 deposit will put you in line for the next Avalon puppy which fits your preferences in the order that deposits are received.

Deposit Terms: Deposits are transferrable to another puppy, but are not refundable.

Health Guarantee: We are working to preserve the best bloodlines available, and all of our puppies come from top winning show lines. We take great care in selecting our breeding dogs, and continually strive to eliminate faults and health defects from our line. Additionally, all of our puppies are given a thorough health exam by our veterinarian prior to shipping. Because of these factors, we rarely experience health problems with our puppies. Buyer shall be given a period of three business days to have dog examined by his/her own veterinarian. In the unlikely event that a health problem is discovered, and written diagnosis is supplied to us, dog may be returned to Avalon along with AKC papers for exchange or refund of the purchase price. Avalon shall not be responsible for any veterinary fees incurred by buyer, and all returns shall be at buyer's expense. Fees paid for shipping & handling, health certificates and shipping crates are not refundable.

Satisfaction guarantee: We want you to be happy with your Avalon puppy. If your puppy does not meet with your satisfaction, he/she may be returned, at your own expense and in good condition along with AKC papers within two weeks for exchange or refund. If veterinary care is required to rehabilitate a returned dog for any reason, all associated costs will be subtracted from any refund amount. If we choose to offer a replacement puppy instead of a refund, shipping and health certificate costs to receive the replacement puppy are the buyer's responsibility. Refunds on puppies returned within the guarantee period will be given as soon as the puppy's health has been evaluated by our veterinarian, and you have returned your AKC papers. There is a \$100.00 service fee for returns which will be subtracted from any refund amount. Shipping and handling, puppy nanny fees, health certificates, shipping crates & deposits are non-refundable, however deposits can be transferred to another puppy. While we are always happy to take a return on any Avalon Pom for the lifetime of the dog, no refunds will be given for dogs returned after 2 weeks of the delivery or pick up date. Please note that show prospect status, color and size are estimated to the best of our ability, but are not guaranteed.

Vaccinations & Health Check: Puppies are given their first puppy vaccinations, wormed, and vet checked before shipping. All puppies are released in a healthy state to the best of our knowledge. Maternal antibodies may interfere with early vaccinations. Therefore, follow up vaccinations should be administered by your veterinarian every 3-4 weeks until after 16 weeks of age. Failure to give vaccinations may result in a potentially fatal disease such as Parvo. Avalon shall not be held responsible for health issues caused by infectious disease, hypoglycemia, malnutrition, accident, injury, or neglect.

Shipping (USA/US Territories/Canada): We can ship by Delta/Delta Partners to most US airports (estimated shipping & handling charge: \$300 for flights originating from our local airport: PIH, or \$450 for flights originating from SLC + airline approved crate & health certificate). Effective November 18, 2013: unless your puppy is intended for the preservation of bloodlines, he/she must be viewed by the buyer, a family member, friend, or a USDA inspector prior to shipment. We will be happy to arrange a USDA inspection for you if you are unable to view your puppy. Freight must be prepaid and will not be refunded should your dog be returned. An airline approved shipping crate & accessories are required. Unless you prefer to send your own, we will purchase the crate & accessories for you for \$50.00. A veterinary exam and health certificate are necessary for shipping, and will cost an additional \$50.00. Puppies are generally ready to go to their new homes at 8-10 weeks depending on how they are eating and if they are being picked up or shipped. If you require us to keep your puppy past 12 weeks of age, a \$200.00 fee will apply to cover the extra board, grooming, and vaccinations (maximum 1 month extra time). Sorry, we do not export outside of the US/US Territories/Canada at this time.

AKC Papers: All of our dogs are AKC registered. AKC papers will be supplied after full payment has been received. **Buyers agrees that the puppy's AKC registered name will begin with "Avalon's"**. Most of our puppies are show/breeding prospects and are therefore sold with full AKC rights. Pet quality puppies should not be used for breeding, and are therefore sold with AKC "Limited Registration" to remove the incentive for you to breed your dog. In the event that a pet prospect matures to be breeding/show quality, you may send documentation, pay the difference in price, and request for the registration to be changed to "full." Requests for a change in registration status will be considered on a case by case basis.

Buyer does hereby agree to provide a loving home for dog, treat him/her humanely, and to practice responsible canine ownership. Buyer certifies that he/she has read Avalon's puppy care sheet and is aware of the care needs for Pomeranian dogs: <https://avalonpom.com/puppy-care/>. Under no circumstances will dog or puppies born of dog be sold to a pet store, puppy mill, or animal broker.

Entire Agreement. This agreement is the complete agreement between Seller and Buyer and no promises or guarantees are made unless contained herein in writing. Any changes or additions to this agreement must be in writing and signed by Seller and Buyer.

Waiver of Warranties. Buyer WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The only warranties given are those expressly set out herein. Jurisdiction, Venue and Attorney's Fees. The sole jurisdiction and venue for any suit filed by Seller or Buyer in any way connected with this agreement shall be in Bannock County, Idaho. The prevailing party in any litigation shall be entitled to their reasonable costs and attorney's fees.

Paying your deposit or payment on account constitutes agreement to the terms, conditions, and health guarantee explained above.