

www.MountainLifeMalamutes.com



TERMS OF AGREEMENT FOR SALE/TRANSFER OF PUPPY

Mountain Life Malamutes LLC (Seller) cannot and does not guarantee color, height, weight, or coat length of puppies. Seller does not provide a guarantee against cryptorchidism (a common condition in purebreds where only one or neither testicle descends). This will not prevent you (Buyer) from neutering your male puppy. If Seller fails to produce a litter, sex of choice, or not enough puppies, Buyer's deposit/payment(s) will be transferred to the next available litter until Buyer is happy. Buyer agrees to remain flexible and patient if such an event were to happen. Seller DOES NOT offer refunds due to litter outcome or unexpected changes in planned breedings. Seller also cannot guarantee specific dates of litters, but can give close estimates based on heat/estrus cycles of breeding dogs. Buyer understands that breeding is a natural process which requires flexibility and patience.

Buyer (you) are purchasing this malamute as a pet/companion, not as a breeder or "show" dog. Puppies do not come with breeding rights. Limited AKC registration is contingent upon receiving proper documentation of spay/neuter and must include the puppy's identifying Microchip # by the veterinarian who performed the surgery. Any unauthorized breeding and/or registration to any kennel club or organization in an attempt to breed this puppy is strictly forbidden, and will result in legal action including damages in fees in the amount of \$10,000 per incident, or the maximums allowed by Colorado State law. Seller does not require the malamute puppy be spayed/neutered right away as Seller believes in waiting until at least 12-18 months so the puppy can fully develop and mature. However, Seller does not permit, condone, or tolerate any form of breeding or mixing/blending of breeds. Buyer also understands, if buyer chooses to leave this puppy intact, there are inherent risks associated with seasonal hormonal changes that can affect the behavior and health of the puppy as it gets older and can increase risk of same sex aggression. Buyer agrees not to hold Seller liable for any incidents, damages, or losses associated with this puppy's actions. Seller cannot be held liable for what goes on outside of Seller's care, and once the torch of ownership is passed unto Buyer, all those risks and liabilities become solely the Buyer's responsibility.

Buyer (you) agrees to notify Seller if at any time you cannot keep the puppy. Buyer agrees to give the Seller updated address and contact information if it changes, and agrees not to place the puppy in a shelter or otherwise jeopardize its quality of life, or life in general, by abandonment. Buyer agrees to surrender puppy back to the Seller for qualified re-homing if Buyer (you) ever become unable to maintain proper care of puppy or otherwise decide you no longer wish to keep the puppy – regardless of age. Re-selling or charging any fee for re-homing of this puppy is STRICTLY FORBIDDEN. In the case Buyer's (your) living arrangements change, you agree that you will not abandon your malamute to a shelter. If a new living arrangement does not allow pets or this breed, Buyer agrees to contact Seller immediately and give Seller the option of assisting in the proper rehoming of the malamute.

You, as the Buyer, agree to love and properly care for your malamute. This includes making sure you provide fresh clean water, quality food, proper shelter, and living environment at all times. Buyer agrees that this malamute will never be confined in inhumane conditions. This includes being tied up, chained up or kenneled for long periods or forced to remain in unhealthy conditions. You agree to, and understand, the importance of feeding this malamute a high quality diet and provide it with veterinary care yearly, as needed, and keep this

malamute up to date on any local law required vaccinations. Whether you choose to vaccinate holistically or conventionally is up to you, but you agree to always follow all local laws pertaining to vaccination. You also acknowledge that vaccinations are both core and non-core, and not all vaccinations are required for all living circumstances and environments. Buyer agrees to use caution when introducing this malamute to other dogs, and to respect the rights of others by keeping your malamute leashed in leash-law environments.

Buyer understands the importance of cleaning up waste in public places, and agrees to always follow local laws pertaining to outdoor adventuring with your malamute.

Buyer also understands that puppies are more vulnerable to illnesses and diseases. Even though puppy has received first set of shots, they are not fully protected until a few weeks after they have received their last set of puppy shots. It is also important not to overwhelm your puppy the first few days. Stress can cause intestinal problems including coccidia. It is very common for puppies to have parasites, however your puppy will have had a fecal testing and appropriate treatment, as needed, before leaving Seller's care. This does not guarantee that your puppy will be 100% free of all parasites, so it is very important that you follow up with your vet.

Buyer fully understands and agrees that regardless of when you take possession of this puppy, that this puppy is immediately your sole responsibility. Things can change quickly and unexpectedly from one day to the next, and therefore Buyer agrees to get immediate veterinarian care at the very onset of any signs or symptoms of illness or injury. Buyer agrees there is more to new puppy ownership than just joy and excitement, but can also require additional expense, time away from work, and other personal sacrifices. Seller does not assume responsibility or liability for any veterinarian costs at any time. Seller only releases puppies which have been examined by an experienced licensed veterinarian and deemed healthy within days of Buyer pickup. Puppies are closely monitored indoors for at least 48 hours straight before leaving to their new homes. This is so Seller can document any unusual behaviors which may not be as noticeable while they are outdoors. Buyer understands that there are always inherent risks of having a puppy flown by aircraft or traveling long distances to their new homes, and realizes that Seller cannot be responsible for accidents or poor handling during transit.

REFUNDS AND RESOLUTION

Payments and/or deposits from the Buyer(s) are non-refundable once they have been received by Seller - period. PayPal/Google Pay/Venmo does not supersede this policy or agreement. If Buyer requests a refund through PayPal/Google Pay/Venmo for any portion of payments made towards the purchase of a puppy, Seller holds the right to pursue legal action to recover any and all damages from Buyer, including any and all legal representation and court costs, to the maximum extent the law allows. This clearly written agreement will be used as evidence that Buyer was/is fully aware of this No-Refund commitment and DOES NOT need to be signed to be fully enforceable as it is the TERMS and CONDITIONS of this sale, attached to this website, and deposits are ONLY accepted based on this agreement. Seller will not give a refund of cash value to the Buyer for any reason unless Seller chooses not to sell Buyer a puppy, which is at the Seller's sole discretion.

There is always the possibility of rare or unexpected health issues with pure breed dogs, as well as unplanned loss or incidents outside of Seller's control. If something happens to a breeding dog, planned breeding, or a puppy, Buyer (you) agree to remain patient and understanding at all times. Buyer agrees to also remain flexible and reasonable with proposed solutions Seller can provide to make up for any such loss. When dealing with nature or any living creature, there is unfortunately always the risk of loss. This is out of Seller's hands in most cases, so therefore Buyer understands and agrees to work amicably with Seller at all times. Seller does not assume any responsibility for "emotional stress" related claims due to health, accidents, injuries, or any other inherent risks associated with the sale or ownership of this puppy. Buyer (you) understand there is always a risk for something to happen with any living animal, and that this agreement clearly discloses these risks, as well as resolution offered, so that Buyer (you) can enter into this agreement with full knowledge and acceptance.

At any time Seller holds the discernable right to withdraw the sale of said puppy before shipment, or pickup of puppy. If that should happen, Seller will give a full refund within 90 days. Any disagreement in regards to the terms of this sale must be objected to PRIOR to sending a deposit, and thereby entering into this agreement. Any issues arising after-the-fact must first be submitted to us in writing and reasonable time given for resolution. Issues which are clearly covered by this agreement are non-negotiable. Any issues outside of this agreement,

which cannot be resolved amicably, must be filed with a court of law in the State of Colorado and the County of Teller, where this agreement is being signed and originates. Breaching of any part of this agreement by Buyer will result in legal action, especially in regards to public defamation, unauthorized registration, breeding, abandonment, and/or neglect of this malamute puppy.

Buyer will be responsible for any and all legal expenses or court costs incurred by Seller in any case filed by the Seller or Buyer that is ruled in the favor of Mountain Life Malamutes LLC.

Buyer agrees that using public platforms such as social media sites and other online or printed media outlets such as Yelp, Google, and other online "review" services is not the place to settle disputes. Buyer realizes that using a public outlet to extort a refund through defamation, blackmail, and/or any other unethical tactics will be met with serious legal consequences. Seller encourages honest reviews, but has a zero tolerance for any form of extortion or defamation against Seller's reputable name to "win" a refund or inaccurately describe their experience. Seller will never be involved in a situation where a Buyer has a reason to go outside of this agreement to resolve a genuine dispute or situation. Buyer agrees that the terms outlined in this agreement are fair, clearly understood, and that any needed resolution will be based on these terms and handled accordingly.

Buyer fully understands and acknowledges that surrendering or re-selling this puppy to any other 3rd party without contacting Seller is a breach of this agreement, and can result in legal action. Buyer agrees to return puppy back to Seller in any situation where Buyer can no longer provide care. No refund or replacement will be given, however, Seller will ensure the puppy is properly re-homed. Buyer assumes all costs associated with any necessary rescue attempts made by Seller where Buyer has placed this puppy in a dangerous or unfit/unhealthy situation, as allowed by law.

Buyer fully understands that if they are purchasing a puppy for a therapy dog or special needs companion, they must provide a loving and responsible environment for the puppy while providing the necessary training and certification therapy/service dogs require. Buyer realizes that Seller's puppies are not "born" therapy or service dogs, they require proper time and training. Seller does not guarantee that any puppy will have the specific temperament, personality, or traits to become a successful therapy dog. No refunds will be given in the case of where a puppy cannot be used for therapy/service reasons. Seller does not specifically breed for "therapy" purposes, and therefore does not make those types of guarantees.

HEALTH AGREEMENT

Puppy is REQUIRED to be seen by a licensed vet within 3 days from the day Buyer receives the puppy. If puppy is not seen within 3 days, the entire health agreement portion of this agreement is VOID. Proper and adequate documentation will be required to prove the puppy was seen. Having this puppy seen right away will *additionally* ensure that Buyer is receiving a healthy puppy. Puppies come with health exam certificates from a local veterinarian dated within days to a week of pickup but does NOT include comprehensive medical screenings such as bloodwork, unless there is something during the exam which warrants such further testing for clearance. Puppies are closely monitored for 48 hours indoors prior to going to their new home. This way, Seller can be confident that there are ZERO signs of any complications or serious illness prior to them leaving to their new home. Please make appropriate vet arrangements **PRIOR to** picking up your puppy. As soon as puppies leave Seller care, they are immediately the sole responsibility of Buyer. They must be kept current on all required vaccinations and worming. If there is a problem with said puppy, Buyer needs to provide it with immediate and adequate medical care. In the very rare case that a problem is genetic, Buyer must provide Seller with veterinary documentation and copies of all testing and lab work that has been done. Documentation must show that it is genetic, and will be or is serious enough to alter the quality of the dog's life. At no time does Seller become liable for veterinary/medical costs.

Any genetic diagnosis must be made within the first year (12 months) from the date the puppy was born. This health agreement terminates on the puppy's 1st year birthday. Diagnosis of Hip Dysplasia must be made by the OFA and must be grade 4 or worse and **must** prove that it is genetic. If puppy is spayed or neutered before 12

months of age, they are at higher risk of developing non-genetic HD, and therefore will void HD coverage. If the puppy is diagnosed and meets criteria, Seller agrees to provide Buyer with a new puppy when one is available. If Seller is ever unable to provide a new puppy due to a confirmed genetic problem, Buyer agrees to accept a refund of sale price within 90 days of providing definitive genetic documentation. Buyer agrees that a refund will only be extended if Seller cannot provide a replacement puppy in the future. New puppy and comprehensive vet check of new puppy will be covered by Seller. In any genetic health related case, it will be the Buyer's choice if they want a new puppy, which is the ONLY compensation or "coverage" provided by Seller. It will be the Buyer's choice to keep defective puppy or send him/her back. If Buyer decides to keep defective puppy, they will be responsible for any and all veterinarian and/or associated costs. Buyer will not be required to send defective puppy back to receive a new puppy, it will be the Buyer (s) (your) choice. Buyer (you) fully understands that nothing can ever "replace" the emotional and physical bond made with a puppy, and therefore Buyer fully accepts that as an inherent personal sole risk associated with puppy ownership. Buyer also acknowledges that OFA certifications of sires and dams do not guarantee that a puppy will not develop Hip Dysplasia. Buyer further acknowledges and agrees that spay and neutering decisions, diet, and lifestyle are also major key factors in preventing this disorder. Buyer (you) acknowledges that HD is not always genetic, neither are many illnesses and diseases that a dog may develop during life – so documented medical evidence of it being definitively genetic will always be required.

Not Covered by Health Agreement

A puppy is vulnerable to many different viruses and illnesses that Seller cannot be responsible for. These are all illnesses that a puppy can come in contact with after leaving the Seller's care. Since Seller has no control over the puppy once it leaves Seller's care, Seller cannot be responsible for those illnesses, viruses or accidents. Buyer understands that no puppy is protected until at least two weeks after the puppy has received the last set of puppy vaccinations. Puppy vaccinations are generally given at 8, 12, and 16 weeks. This may vary slightly. First set of shots will be given before leaving Seller care. Puppies are known to be commonly born with worms and it can take several treatments to get rid of all parasites. Buyer agrees that it is their sole responsibility to have this checked for and treated regularly. Parasites, Coccidia and Giardia are common concerns in puppies, and are not covered. Parvo will not be covered unless it is proven that it was contracted at Seller's facility by means of Seller's other puppies/dogs being also infected at that same time. Buyer agrees to fully research and obtain proper veterinarian advice before using any supplements, natural treatments, or over-the-counter products. When puppies go to their new home, it is a stressful time for them. Buyer understands that this can lower puppy's immune system making them more vulnerable to infections, viruses and other illnesses such as coccidia.

Puppies can come in contact with viruses through physical contact by walking where an infected dog walked, sniffing/touching/eating an infected dog's feces, and some are airborne. Puppies can also swallow foreign objects which can cause blockages or intestinal trauma, so it is imperative Buyer is proactive and attentive at all times. At no time does Seller ever assume responsibility for veterinary treatments or billing.

Puppy Vaccinations

Puppy vaccinations are given in a single dose shot (Spectra 5 Way). Canine Distemper, Adenovirus Type 2 (CAV-2 cross protection CAV-1), Parainfluenza and Parvovirus Vaccine (MLV). Puppy is not fully protected from these viruses until a few weeks after the **third set**.

Rabies vaccinations are usually given around 4 months of age. This varies from state to state and is usually required by law. This vaccine is your responsibility. Buyer (you) agree to check with your vet to find out what is required. Vaccination schedules can be hugely debated from one veterinarian to the next. Buyer (you) agrees to consult with a reputable veterinarian, and understand that over vaccination is just as legitimate of a concern as not vaccinating at all. Titers are a good way to determine if additional vaccinations are necessary but does not always provide an exemption. PLEASE NOTE: It has been documented that many pets have adverse and life-threatening reactions after receiving vaccinations containing mercury/thimerosal. It is HIGHLY suggested to request a NON MERCURY containing vaccination for your puppy. Also, check with your veterinarian about the PARVO virus which has mutated rendering some vaccines ineffective against it.

Genetic Disorders of the Alaskan Malamutes

(Brief descriptions)

The Alaskan malamute is a "natural" breed, the product of its environment and function rather than "manmade". The resulting wider gene pool has left the breed relatively free of a large number of inherited medical disorders.

For the sake of clarification, though rare, the list below can affect this breed.

- **Eyes**

A cataract, which occurs in the posterior part of the lens, is prevalent in the Alaskan malamute. This cataract is usually present by 1-2 years of age and is therefore loosely identified as a "juvenile" cataract. Although this type of cataract rarely progresses to blindness, veterinary ophthalmologists recommend that affected animals not be used for breeding.

Day Blindness is another condition. This is a hereditary condition that makes the dog very sensitive to bright light. If Seller produces a pup with this condition, Seller will give the owners the option if they would want another puppy from the next available litter. Seller would require proof from a certified eye vet.

- **Chondrodysplasia (ChD)**

Chondrodysplasia is a genetic disorder in the Alaskan malamute, which manifests itself in puppies born with deformities, eventually evident in the abnormal shape and length of their limbs. Although not entirely correct, this condition is commonly referred to as "dwarfism" due to the lateral bowing of the forelimbs, enlargement of the wrist joints and lateral deviation of the forepaws. When believed evident or necessary, radiographs are used for detection of ChD.

This would be covered and a new puppy would be given to the owners. In this case, the defective puppy needs to be returned.

- **Hip Dysplasia (HD)**

The Alaskan malamute, like most large breeds, can suffer from canine hip dysplasia. In its simplest terms, HD is an imperfect formation of the ball and socket assembly in the pelvis. The degree of imperfection can vary from very slight, which often does not visibly affect a dog, to severe, in which the animal is so badly affected that often euthanasia is the only humane course. This is covered with a diagnosis of grade 4 or worse with a new puppy. The mode of inheritance of HD is not fully understood by even the most experienced researchers, veterinarians and breeders are divided in their opinions as to the exact cause. It has, however, been conclusively demonstrated that breeding dogs with dysplastic hips substantially increases the incidence of hip dysplasia in puppies. While a dysplastic puppy can occur from mating clear parents, the chances are minimized or much less if both parents are clear. Grade 4 or worse needs to be diagnosed from OFA for this to be covered with a new puppy. HD is also being linked to early spaying or neutering (gonadectomy), as well as poor exercise and diet. Seller will not cover any HD in which the puppy is spayed or neutered before 12 months of age.

- **Hypothyroidism**

This condition is the result of an abnormally low production of Thyroid hormones. Affected animals appear to have a low metabolic rate and are comparatively "easy keepers," requiring small amounts of dietary intake as compared to their size.

Clinical signs vary in intensity with each individual case; dry, coarse and/or sparse coats, ocular discharge, pale mucous membranes, good appetites with normal or above normal weight, mental dullness, and slower awkward gait. Diagnosis is made through a blood sample, and treatment is effective in most cases with the oral administration of synthetic thyroid tablets. This is not covered as it is easy to treat.

- **Heart disease**

Congenital Heart Disease will be covered if it effects quality of life. A new puppy will be provided.

- **Cancer**
Cancer found in a puppy under the age of one will be covered with a replacement puppy. If the owners choose to have a new puppy one will be given to them when one is available. Returning the puppy will not be required.
- **Bloat**
This is not covered. Bloat is very serious condition and needs immediate medical treatment. Not a lot is known about the cause, although it is often fatal. It is commonly linked to over-eating, and/or over drinking after large amounts of food is consumed – especially dry food, which then expands in the stomach once it comes in contact with fluid.
- **Blood disorders**
This is only covered if it results in death of the puppy. A new puppy will be provided.
- **Polyneuropathy**
This will be covered if it is severe and greatly effects the quality of life or if the puppy has to be put to be put down. A new puppy will be provided.
- **Diabetes**
Diabetes is a treatable disorder and not covered.
- **Epilepsy**
Epilepsy is difficult. It is a disorder of the brain. Caused by abnormal electrical bursts that are characterized by seizures. The cause may be hereditary or caused by trauma to the brain or nervous system or a chemical imbalance. This could be covered with a new puppy if it is shown to be hereditary.
- **Coat Funk**
Coat Funk is a coat condition that effects mostly males in mid or older age. It does not affect the health or quality of life and is not covered. This is unlike “coat blows” which naturally occurs twice a year.

In the extreme rare case that your puppy dies or needs to be put down directly due to a medically documented genetic issue, Seller will replace the puppy with a new puppy when available at Seller's expense. Buyer assumes full responsibility for all veterinarian costs and diagnostic testing. Seller is not liable or responsible for actions or decisions taken by Buyer or Buyer's veterinarian which leads to health complications or death of puppy.

HEALTH INSURANCE

Seller does not provide health insurance; health insurance is Buyer's responsibility, as is the puppy's care, and proper maintenance throughout its entire life. Seller STRONGLY encourages obtaining pet coverage for accidents, illness and emergencies. Several major insurance providers now also provide coverage for pets in case of accidental injury or illness. Insurance can be extremely helpful throughout the life of your puppy, to cover everything from simple routine office checkups to emergency visits and surgeries. Seller strongly encourages Buyer to research different providers and to check with your home and/or vehicle insurance companies to request a quote.

Acknowledgement and Acceptance of Agreement

By signing this agreement, you confirm that you have carefully read through all sections, as well as fully understand, agree, and accept all the above terms outlined in this agreement. You also confirm that you are at least 18 years of age, have the ability to make sound judgement, and are fully capable of taking full responsibility for this Alaskan malamute puppy. You fully understand the commitment it requires to be a responsible owner, and that you will act immediately, in all situations, to ensure the safety, well-being, health, and happiness of this puppy. You also fully acknowledge that this agreement is binding throughout the entire lifetime of this puppy, regardless of Buyer's or Seller's locations, and agree to honor, respect, and uphold to all sections covered within this agreement. The terms of this agreement become effective immediately after submitting initial deposit, and is guaranteed by Buyer and Seller signatures below.

Buyer/You/New Owner Signature (ID Confirmed)

Date

Seller/Mountain Life Malamutes LLC Signature

Date

Acknowledgement of receiving puppy in healthy, happy condition

By signing below, you, Buyer (s) are confirming that you have physically received a puppy of your choice from Seller, Mountain Life Malamutes LLC on this day. Per the agreement outlined above, you agree that this puppy will be seen by a qualified veterinarian within 3 days from the date listed below, for a comprehensive health exam, to further ensure the overall health and well-being of received puppy.

Buyer/You/New Owner Signature (ID Confirmed)

Date

Witness Signature

Date

Sex of Puppy _____ Date of Birth of Puppy _____ Markings _____

Microchip ID # _____

Buyer Driver's license/ID (see copy)

I have received PACFA Rabies Prevention Brochure and all medical records _____

Date _____