

ADOPTION CONTRACT

WITH BREEDING RIGHTS

This contract is between _____ henceforth known as the "Purchaser" and **(BREEDER NAME)** _____, henceforth known as the "Breeder" for the purchase of one canine as described below, henceforth known as "the dog" or "the puppy":

APKC Registered Name: _____ DOB: _____

Parents/Breed Line: _____ Sex: _____

APKC Reg#: _____ Microchip ID: _____

Current Weight/Size: _____ Estimated Adult Weight/Size: _____

Color/Markings: _____

I, (the Purchaser) _____, hereby agree that the above described dog is being purchased by me for the purpose of companionship only for the agreed amount of:

Purchase Price: _____, (\$ _____)

The Dog will be delivered by _____ for the additional amount of

_____, (\$ _____).

Permanent ownership of this dog is contingent upon the Purchaser's compliance with the Terms and Conditions.

TERMS & CONDITONS

APKC Registrations & DNA

APKC (American Pomsy Kennel Club) registrations, health certificates, and a copy DNA Results will be sent to the Purchaser with the puppy at the time of delivery/pickup if applicable.

1. HEALTH GUARANTEE AND TERMS:

The Breeder certifies that, upon receipt, the Dog is in good health and has been immunized and wormed according to the accompanying health record of said Pomsy.

This Dog has been examined by an experienced and licensed veterinarian and has been declared healthy by the Indiana licensed veterinarian office. The Purchaser must have the Dog examined at Purchaser's expense by their veterinarian within 72 hours from date of arrival to validate this guarantee.

Breeder does not accept responsibility for any contagious disease diagnosed after 5 days from date of purchase. Your Dog has been tested and examined for many conditions to assure its health.

If, within 1 year/365 days of purchase, a life threatening genetic disease is determined and results in the death of the Dog, Purchaser may contact the Breeder and pick a replacement puppy of equal value.

Death of Dog must be reported as soon as possible to Breeder and not later than 24 hours. Failure to notify Breeder within 24 hours will nullify the contract puppy guarantee.

Purchasers must have their veterinarian examine the Dog to determine cause of death. Necropsy and veterinary notes must be provided to Breeder, along with a record of the scanned, registered microchip.

Breeder's veterinarian may require the physical carcass to examine and verify the cause of death. If the necropsy results agree, then arrangements will be made for a replacement puppy of equal value of the current or future litter. If it is possible for the Breeder to have a second local veterinarian examine the Dog to determine the cause of death, thereby reducing transportation expenses of the carcass, Breeder will attempt to do so. However, if the carcass must be returned to Breeder, it will be at the expense of the Purchaser.

Death by any other cause other than a life threatening genetic disease is not covered.

Any condition that is minor, correctable, or a breed-related minor condition is not covered and any condition which could go away, or is considered to be a condition which a puppy will likely grow out of, is not covered.

If at any time the Dog is considered overweight, joint diseases and health guarantees are considered void, as weight plays a significant factor in the exacerbation of many diseases. If the Dog is then found not to be in good health, Breeder will resume possession if this is agreeable to both parties. Transportation fees are the responsibility of the Purchaser.

Additional health issues, such as injury, will forfeit any associated refund.

Heat stroke, exhaustion, dehydration, hypothermia and other weather related conditions are not covered in any way.

2. BUYERS' RESPONSIBILITY:

- The Buyer agrees to take good care of this dog:
- Feed high quality balanced meat based grain inclusive diet
- House the dog properly {indoors}
- Maintain vaccinations, heartworm preventative, dental work, deworming protocol
- Control the dog on a harness or leash when in public and when off the premises of the dog's home.
- The dog's outdoor area will be fenced in and secure, or acceptable provisions (wireless/electric fences/on leash) will be made to assure the dog is safe any time he/she is outdoors.
- Buyer agrees to give the dog proper physical and emotional care and welfare.
- If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused or allowed to live in poor health or poor conditions the Seller has all rights to repossession of this dog with no refund to the Buyer.
- The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, weather-related illness (heat/cold) or accident will not entitle the Buyer to any compensation from the Seller.

Buyer agrees and is responsible for keeping said puppy away from contaminated areas that may be infected with any type of dog related diseases. Puppies are NOT fully immune to diseases until they have had all of their puppy shots (which is 4 sets given at 6, 8, 10 and 12-14 weeks of age). Even at the vet, carry puppies and do not let them touch the ground until fully immune. Please keep in mind, we offer NO REPLACEMENT NOR REFUNDS should your puppy become sick with worms, Parvo, Distemper, Coccidia, kennel cough or other contagious illnesses. PetSmart, Petco, Vet's office, dog parks, pet boarding, grooming shops, farm & ranch stores, puppy training classes and any place dogs with no shots are brought can be a breeding ground for these illnesses. Never let your puppy down in a yard, vet's office, parking lot or a floor you are not sure about and definitely not prior to the immunization period. Speak in more detail with your vet at the visit to determine how to most safely prevent the spread of diseases with your puppy.

Always supervise all chews and toys with your puppy and dog. Remove toys when damaged. Watch carefully for fraying/splintering and throw those toys away. Never give your dogs rawhide products or cooked/smoked animal bones as they are well known to cause internal damage that can lead to expensive surgery or death.

The Seller is in no way responsible for any problems that result from lack of supervision, damage to toys that are swallowed, items swallowed, dangerous or inappropriate toys/chews, etc.

This dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty is given to the Buyer for any special purpose or function of this dog. This dog is not to be used for any illegal or immoral activities and is not to be used for any type of puppy mill, dog farm, or other mass producing or money making operation.

The dog has strict de-sexed limitations and cannot be bred under any conditions and by any Buyer.

Buyer may return the puppy to the Seller within 14 days of delivery. Buyer will be responsible for all of the costs of transport, in addition to the loss of the non-refundable deposit. Seller will quarantine the returned puppy and verify through a medical exam that the puppy is in the health and condition when originally delivered.

Return of the puppy after 7 days will forfeit any/all payments made by Buyer.

Buyer MAY NOT SHAVE OR CLOSELY TRIM their Pomsky. It ruins their coat, causes them to overheat and/or get sunburned, and can be considered abuse for this double-coated dog. When getting professional groomed, ask for "Blow out, paw pads trimmed, very light shaping trim, sanitary trim, butt skirt shaping".

PUPPY CLASSES AND POTTY TRAINING:

Buyer realizes puppies require more work and time than adult dogs. Buyer realizes that there is a 2-3 week transitional period for the puppy as they learn the place in the new home and may test already established limits and require extra patience during this transitional time. Buyer realizes that taking the puppy after the vet health check to basic puppy training classes will ensure that the Buyer is able to train and control the puppy and to prohibit any harmful or annoying habits that would cause Buyer to desire to re-home the puppy. Buyer also realizes that although potty training will be started at the Breeder's home, that it is a continual training process for many months, and that ineffectual clean-up of accidents will cause the puppy to remark on the spot, even if they are otherwise house trained. Buyer realizes that Pomsies require additional exercise, mental and physical stimulation to prevent boredom. Buyer has researched the personality traits of Siberian Huskies and realizes that their personalities are more bold than many other breeds and will take this into consideration in everyday situations and when introducing new puppies to their current/new pets. Buyer also realizes that the husky personality can be more prominent on some of the puppies than others, and are aware of how that Seller has no responsibility for the puppy's actions after it leaves the breeder's care.

BREEDING RIGHTS:

This dog is sold with *NO* breeding rights.

This dog is to be spayed or neutered at the age recommended by the Buyer's veterinarian, and no longer than 1 year. In the event the Buyer is unable to keep this dog for any reason, the Buyer agrees to offer to the Seller the first chance to take this dog back. In the event of a re-sale the Buyer must notify the Seller of the intent, and utilize the provided neuter/spay contract.

The neuter/spay contract must be continued to the new Buyer as part of the sales contract, signed and notarized. Buyer must be informed of the new owner's name and contact information.

Buyer agrees not to sell this dog to any retail company or establishment. Any changes to this contract must be in writing and signed by both parties.

It is the responsibility of the Buyer to ensure that the puppy does not become pregnant prior to being neutered/spayed. Work with your vet to determine the best age to spay/neuter. Pregnancy prior to 18 months can be detrimental to the health of the mother, at times resulting in death. Female puppies have its first heat approximately 6-9 months of age, and it is highly recommended that they are kept away from all other intact male dogs 100% of the time during this 3 week cycle.

If this dog is found sold or used as a breeding dog without the purchase of additional breeding rights OR if a copy of spay/neuter is not provided from Buyer's veterinarian for this puppy within ONE YEAR (365 days) to the owners of KP Pomsbies, Buyer realizes Buyer will be fined and legally bound to a \$10,000 fee for post-breeding rights. Additionally, 50% of the money of the selling of any "oops" or accidental litters is required to be paid to KP Pomsbies as an additional measure of protection for said puppy and the proprietary lines of KP Pomsbies Kennel.

All damage claims and disputes will be filed and settled in the breeder's stated and county, and all accrued legal fees are the Buyer's responsibility.

If breeding is the Buyer's intent for this puppy Buyer understands it must be disclosed at time of purchase, with additional cost of agreement rights, with veterinary references/ breeding experience and an entirely different approval process is required before the Seller will release this Pomsby to Buyer for this purpose.

Buyer also realizes that the puppy may change coloring as their adult coats grow in. The breeder provides an estimate of coat, coat/eye color and weight but nature and genetics may dictate a different result than expected and cannot be held responsible for any variety from the breeder's estimate.

PURCHASER:

NAME _____ DATE _____

EMAIL _____ PHONE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNATURE _____ DATE _____

BREEDER REPRESENTATIVE:

NAME _____ DATE _____

EMAIL _____ PHONE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNATURE _____ DATE _____