



Arctic Tails Pomskies

Roseburg, OR 97470

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ADOPTION CONTRACT

(With NO Breeding Rights)

This contract is between _____, henceforth known as the
"Purchaser" and _____, henceforth known as the "Breeder"
for the purchase of one dog as described below, henceforth known as the "Dog":

APKC Registered Name: _____

APKC Reg#: _____

Parents/Breed Line: _____

DOB: _____ Sex: _____

Microchip ID: _____

Current Weight/Size: _____

Estimated Adult Weight/Size: _____

Color/Markings: _____

TERMS & CONDITIONS

APKC Registrations & DNA

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

1. TERMS:

This Dog is being purchased for the purpose of companionship only for the agreed amount of: _____, (\$ _____).

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.***

2. HEALTH GUARANTEE:

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

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

The Breeder does not accept responsibility for any contagious disease diagnosed after 5 days from the date of purchase. The 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 the 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.

3. PURCHASERS' RESPONSIBILITY:

The Purchaser agrees to

- Give the Dog proper physical and emotional care and welfare.
- Feed a high-quality, balanced, meat-based, grain-inclusive diet
- House the Dog properly
- 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.
- Provide an outdoor area that is fenced in and secure, OR make acceptable provisions (wireless/electric fences/on leash) to assure the Dog is safe any time he/she is outdoors.

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 Breeder has all rights to repossession of this Dog with no refund to the Purchaser.

The death, injury, or loss of the Dog due to theft, carelessness, recklessness, abuse, neglect, weather-related illness (heat/cold) or accident will not entitle the Purchaser to any compensation from the Breeder.

Purchaser agrees and is responsible for keeping the Dog away from contaminated areas that may be infected with any type of dog-related diseases. Puppies are NOT adequately immune to diseases until they have had all of their puppy shots (3-4 sets given up until about 16 weeks of age). NO REPLACEMENT NOR REFUNDS will be given should the Dog become sick with worms, Parvo, Distemper, Coccidia, kennel cough or other contagious illnesses. Speak with your vet to determine how to most effectively 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 Breeder 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.

Purchaser understands that pomskeys should not be shaved. It ruins their coat, causes them to overheat and/or get sunburned, and can be considered abuse for this double-coated dog. When getting professionally groomed, ask for "Blow out, paw pads trimmed, very light shaping trim, sanitary trim, butt skirt shaping".

Purchaser also realizes that the Dog may change coloring as their adult coats grow in. The Breeder provides an estimate of coat type, coat/eye color, and weight, but nature and genetics may dictate a different result than expected and the Breeder can not be held responsible for any variety from the original estimate.

Purchaser recognizes that puppies require more work and time than adult dogs. There is a 2-3 week transitional period for the Dog as they learn the place in the new home and may test already established limits and require extra patience during this transitional time. It is highly recommended for Purchaser to attend basic training classes with their puppy to ensure that the Purchaser is able to train and control the puppy and to prohibit any harmful or annoying habits that would cause Purchaser to desire to re-home the puppy. While training is started at the Breeder's home, it is a continual process for many months, and as such the Breeder makes no guarantee as to the Dog's behavior and training in a new environment.

Purchaser may return the Dog to the Breeder within 7 days of delivery. Purchaser will be responsible for all of the costs of transport, in addition to the loss of the non-refundable deposit. Breeder will quarantine the returned puppy and verify through a medical exam that the puppy is in good health and condition when originally returned. Return of the Dog after 7 days will forfeit any/all payments made by Purchaser.

4. BREEDING RIGHTS:

This Dog is sold with *NO* breeding rights.

The Dog is to be spayed/neutered at the age recommended by the Purchaser's veterinarian, and no later than 1 year of age.

In the event the Purchaser is unable to keep this dog for any reason, the Purchaser agrees to offer the Breeder the first chance to take this Dog back. The Breeder may choose to have the Dog returned or to assist with a re-sale. In the event of a re-sale, the neuter/spay contract must be continued to the new buyer as part of the sales contract, signed and notarized. Breeder must be informed of the new owner's name and contact information.

Purchaser 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 Purchaser to ensure that the Dog does not produce puppies prior to being spayed/neutered. Pregnancy prior to 18 months can be detrimental to the health of the mother, at times resulting in death. Female puppies have their 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 Purchaser's veterinarian for the Dog within ONE YEAR (365 days) to the owners of Arctic Tails Pomsies, Purchaser will be fined and legally bound to a \$10,000 fee for post-breeding rights. Additionally, 50% of the money from the selling of any "oops" or accidental litters is required to be paid to Arctic Tails Pomsies as an additional measure of protection for the Dog and the proprietary lines of Arctic Tails Pomsies Kennel.

All damage claims and disputes will be filed and settled in the Breeder's state and county, and all accrued legal fees are the Purchaser's responsibility.

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

PURCHASER:

NAME _____

DATE _____ PHONE _____

EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNATURE _____ DATE _____

BREEDER REPRESENTATIVE:

NAME _____

DATE _____ PHONE _____

EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNATURE _____ DATE _____