

Sales Contract and Agreement

**NAME OF PUPPY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DOG REGISTRATION NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BREED:** POMSKY

DATE OF BIRTH: (\_\_/\_\_/\_\_)

**SEX: Female ( ) Male ( )**

**COLOR:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PURCHASE PRICE:­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LINEAGE INFORMATION**

**SIRE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 2: SELLER/BUYER DETAILS**

**KENNEL’S NAME:** Once Upon a Pomsky

**BREEDER’S NAME:** Chassie Karnes

**ADDRESS:** 365 Elkins road Eastman, Georgia 31023

**TELEPHONE NUMBER:** (478) 234-6048 **EMAIL:** OnceUponapomsky@gmail.com

**BUYER**

**NAME(S):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TELEPHONE NUMBER: (\_\_\_) \_\_\_ - \_\_\_\_ Home ( ) Mobile ( )**

**EMAIL ADDRESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **@** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Health and Welfare**

Once Upon a Pomsky has taken every care with breeding, rearing and the welfare of the Dog. The Dog is believed to be in good health and it is sold in good faith. The Breeder makes no warranty however as to the health or disposition of the Dog. Pomskies are known to be loving, friendly, energetic, playful, loyal, alert, active, intelligent and trainable.

Every effort has been made to avoid any possible inherited conditions. Not much is known about any common Pomsky health conditions, any hereditary health conditions that show up in either the Pomeranian (such as cataracts or skin problems) or the Husky (like eye problems) may show up in your Pomsky, as well. Pomeranians often suffer from dental issues resulting from a buildup of plaque. Pomskies too can suffer from similar dental conditions and should be taken for regular dental checkups.

The puppy has been inspected by a practicing veterinary surgeon prior to sale. The purchaser agrees to have the puppy inspected by a veterinary surgeon within 2 business days from the signing of the contract, if the purchaser declines the 2 business day or does not submit the documentation for a general check and advice on vaccinations and worming, and agrees to provide the breeder written confirmation and with the details of the veterinary surgeon and the outcome of the inspection, then the only guarantee given is the one required by state law as shown below: \_\_\_\_\_\_accept \_\_\_\_\_\_decline

1. When your puppy arrives, he/she will have had its first puppy vaccination which will be noted on the medical record. We give a 5-way puppy vaccination at approximately 6 weeks old. This vaccination helps protect your puppy against distemper, adenovirus type 2 (hepatitis), para-influenza, and the parvo virus. Parvo is a highly contagious virus. The first vaccination will begin to protect your puppy against parvo. However, until your puppy has had its last puppy shot at approximately 16 weeks of age, your puppy is at risk for the parvo virus. Therefore, we recommend that the puppy have limited exposure to public areas until that time. We ask that you give the remaining puppy shots approximately every 3 to 4 weeks until 16 weeks of age or in accordance with your veterinarian’s recommendations. These completed round of shots are so very important! Also PLEASE continue deworming your new pup.

While they are in a litter worms can be passed back and forth from siblings, it is only when they get out on their own that they can be cleaned up and as worm free as possible. We do what we can on our end, but it is the new owners responsibly to continue with health care.

2. The Once Upon a Pomsky guarantees this Pomsky puppy to be in good health and guarantees that all age appropriate vaccines and deworming’s have been performed. It is the responsibility of the new owner to have a Vet Check performed within the first 72hrs of receiving the puppy. If shipped the puppy may experience loose bowels and vomiting due to stress. Any and all tests performed will be at the owner’s expense. If your puppy is found to have a life-threatening illness within the 72hr window or a genetic defect, the owner must notify breeder within 24 hours by both email and phone. Both the Veterinarians information and all records must be provided. If puppy dies, an autopsy must be performed to confirm reason of death. If it is found to be the breeder’s responsibility by our vet and yours then the puppy will be fully replaced. At no time is Once Upon a Pomsky liable for any tests or vet bills incurred by you at any time. The breeder cannot ever guarantee the exact coloring, markings, sizes or breeding ability of any Pup because these cannot only change until adulthood, we cannot predict how you will care for the puppy as well. 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 2 year/730 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. 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. Please remember that the first week will be a transition. The puppy will be excited and nervous and this in combination with food and water change can cause loose stools for a couple of days, but we always recommend consulting with your vet and always having a stool sample taken at the 72hr checkup. Deworming should always be continued with vaccines until the puppy has completed at least 3 sometimes more. Always consult with your vet.

4. Guarantees the puppy to be free of any hereditary defects to the best of his/her knowledge. Should the puppy be diagnosed with Canine Hip Dysplasia (CHD) or Collie Eye Anomaly (CEA) before its second birthday, Breeder will provide a replacement puppy from a current or future litter. Transportation expenses are the responsibility of the Buyer. Breeder must be provided with documentation from a specialist in these fields: x-rays must be evaluated by OFA (Orthopedic Foundation for Animals); eyes must be examined by a Certified Animal Ophthalmologist. No medical bills will be refunded. Any other health concerns will be handled on an individual basis.

5. Is not responsible for any veterinary bills, tests, medications, transportation, or any other costs relating to the puppy after it is delivered.

6. 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 Pomskies 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

 **Pomskies are sold with a spay and neuter contract unless otherwise discussed and paid the extra $1000.00**

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. Page 3 of 4 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 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 Pomsky 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.

**\_\_\_\_ This Pomsky puppy is being sold as a Pet and must be spayed/neutered by 6 months of age**

**\_\_\_\_\_I have purchased the breeding rights on this pomsky Breeding rights are only obtained by approved breeders only. The Purchaser is requesting breeding rights: Yes\_\_\_\_\_NO\_\_\_\_\_**

The Purchaser(s) agree that if, at any stage in the Dog's life, the Purchaser(s) for whatever reason can no longer keep the Dog, the Breeder will be informed and the Purchaser(s) will return the Dog to the Breeder with no refund and further promises the dog will not be turned over to a rescue or shelter of any kind.\_\_\_\_\_\_\_

DATE OF SALE AND PURCHASE: (\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_)

PURCHASE PRICE RECEIVED BY BREEDER: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DEPOSIT AMOUNT RECEIVED BY BREEDER: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

a) DECLARATION BY PURCHASER:

I/we confirm that I/we have read and had a full explanation of all the detail and meaning of this contract prior to purchase and I/we fully understand its purpose and reason. I/we also confirm that I/we are purchasing this Dog for myself/ourselves and not as agents for a third party.

SIGNED (Purchaser/s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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b) SIGNATURE OF BREEDER:

I/we confirm that I am/we are the breeder/s of said Dog.

Chassie Karnes, Once Upon a Pomsky

SIGNED (Breeder): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_