

## 1. The Buyer Agrees and Understands:

- a. The Buyer agrees to inform The Pomsy Patch (hereafter referred to as “the Breeder”) of any change of name, address, email or phone during first 2 years, so that the Breeder may be in contact to help support the puppy’s training and development.
- b. The Buyer understands that they are adopting a living animal, and that health care expenses will be incurred throughout the life of the dog. Before adopting this animal, the Buyer acknowledges that they are prepared for such expenses throughout the life of the dog, and will attend to the dog’s health care needs as they arise.
- c. The Buyer acknowledges that the puppy needs continued training and socialization to become a potty-trained, loyal, dependable, and obedient pet. The Buyer accepts this responsibility solely and commits to providing the needed time and patience to accomplish this with the new puppy.
- d. The Buyer acknowledges that, once this puppy has reached 6 months of age, the Breeder expects to receive documentation from the buyer that a licensed veterinarian has performed a spay/neuter procedure on this dog. (Please review section 3 of this agreement.)

## 2. Care of The Puppy: This puppy (LITTER NAME) is sold in good faith with no known life-threatening health problems and has been examined by a licensed Vet.

- a. The Buyer understands that some disorders may be caused by environmental factors and external parasites like giardia, coccidia and intestinal worms. These are normal occurrences in puppies and are treatable. Because puppies can easily acquire these issues, as well as viruses, we can only assure you that your puppy is up to date for age appropriate vaccinations and de-wormings. ***We strongly urge you to avoid areas of dog traffic with your puppy until it has full viral immunity, which is after 16 weeks.***
- b. The Buyer agrees to maintain the puppy in good condition, which includes adherence to a regular veterinary exam and immunization schedule, a quality diet (example: food that lists meat as the first ingredient), and a clean, safe environment where the dog will be happy and well cared for.
- c. As a cool-weather breed (Pomsy), the Buyer also agrees that this puppy will be raised and housed (throughout his/her life) in a climate controlled environment and not left out in the heat of the day, unattended. If adopting an adult, same will apply.

## 3. Breeding Rights: This puppy is sold ***without breeding rights***, subject to the agreement detailed below:

- a. The Breeder must be notified by the buyer, before the adoption takes place, of any intent to breed this dog.
- b. The Breeder will determine whether the selected dog is suitable for breeding and carrying-on The Pomsy Patch bloodline.
- c. Should the Breeder grant breeding rights to the buyer, there will be an additional agreed-upon fee paid to the Breeder, which will be due with the balance of the adoption payment.
- d. Should the buyer violate the terms of this agreement and breed this dog without the written consent of the Breeder, the buyer will be subject to pay all court costs and legal fees that shall follow, including a penalty of \$3,000 for every puppy that results from the breeding of this dog, which shall be paid to the Breeder.

## 4. Transportation: Transportation of puppy from Breeder to Buyer is the sole financial responsibility of the Buyer. The Breeder will do their best to accommodate the Buyer in making the transportation plans, so that travel goes as smoothly and stress free as possible for the puppy. If a pup or dog is being returned, all transportation cost will be the responsibility of the buyer.

5. **Governing Law:** This Contract/Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Alabama, Tuscaloosa County. The Buyer agrees and understands that this contract/agreement is ***non-transferable***; it applies only to the original puppy and Buyer.
6. **24 Month Health Agreement:** The breeder has taken all reasonable care to ensure that every pup produced thru their program is as healthy as possible, right up until the puppy leaves the Breeder's custody and care.
- a. In order for this Health Agreement to be in effect, the Buyer must schedule (and attend) a visit with a licensed veterinarian within five business days from the puppy leaving Breeder's custody, to confirm the Puppy's overall health. The Breeder will need a copy (by email) of the Veterinary Report within one week, for their records.
  - b. Cancers, foreign body ingestion, behavioral issues, accidents, ear infections and UTI's are considered normal occurrences and are not reason to return the dog.
  - c. A puppy's bite (over/under) may change as the puppy develops, and therefore is not covered.
  - d. In the unlikely event the puppy is diagnosed with a hereditary/congenital defect that is life threatening or disabling before its second birthday (24 Months from birth), the Buyer shall notify the Breeder immediately. The Buyer shall have the dog examined and tested by two qualified, licensed veterinarians from separate veterinary practices. The veterinarians must each state in writing that the defect is definitely of a hereditary nature and not caused by injury or illness. The Buyer shall send copies of the veterinary reports to the the Breeder. The Breeder reserves the right to have a 3rd opinion at a vet of Breeder's choosing and/or to discuss this matter and the dog's past medical history with the Buyer's veterinarians.
  - e. Medial Patella Luxation: If within the first 2 years of life, the dog is diagnosed with a luxating patella that may require surgery, the Buyer shall notify the Breeder immediately. The Buyer must have the dog examined and x-rayed by a licensed orthopedic veterinarian and then submit the x-rays to Orthopedic Foundation for Animals (OFA) for verification. If the OFA determines the dog does, in fact, have a **grade 3 or 4 MPL** that requires surgery, the Buyer shall send copies of the orthopedic veterinary report, the OFA certificate, and x-ray's to the Breeder. *Any occurrence of MPL that is determined to be the result of an accident or injury to will not be covered under this agreement.*
  - f. Hip Dysplasia: If within the first 2 years of life, the dog is diagnosed with Hip Dysplasia, the Buyer shall notify the Breeder immediately. The Buyer must have the dog examined and x-rayed by a licensed orthopedic veterinarian and then submit the x-rays to Orthopedic Foundation for Animals (OFA) for verification. Written documentation from a licensed veterinarian, certification from Orthopedic Foundation for Animals (OFA), and X-rays are required to support a diagnosis of moderate to severe hereditary genetic Hip Dysplasia.
  - g. We offer this 24-month agreement from the puppy's date of birth to original owner for all life-threatening or disabling genetic diseases. We will reimburse you up to 100% of puppy purchase price; *You do not have to return puppy.*
  - h. Breeder shall not be held liable for any veterinary expenses.
  - i. If for any reason the puppy dies during **the first year** of life, the Buyer shall notify the Breeder immediately. The Buyer must have a necropsy performed by a State Laboratory, at the Buyer's expense, to determine cause of death. Breeder will provide a refund only if the death was caused by a covered genetic problem.
  - j. The extent of Breeder's liability in this matter can never exceed the purchase price of the dog.
7. **Conditions of The Health Agreement:** The terms of the Health Agreement are null and void if the following conditions are not met:
- a. The puppy must not be euthanized or treated for conditions covered in this guarantee without Seller's written approval. If dog is euthanized without sellers permission no refund will be considered.

- b. The Buyer must take the Puppy to an examining licensed veterinarian within five business days of the puppy leaving Breeder's custody, and return a copy of the Veterinary Report to the Breeder within one week. (Ref. Section 6.a)

By signing this document, you acknowledge that you have read, understood, and agree to all the terms set forth in this agreement.

Buyer's Printed Name: \_\_\_\_\_

Buyer's Address : \_\_\_\_\_

\_\_\_\_\_

Buyer's Phone: \_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_

Buyer's Email: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Breeder's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Brent or Freida Bauer

Breeder's Address: 21244 Lake View Dr. • Lake View, AL • 35111

Breeder's Phone: 205.799.1901

Breeder's Email: answers@thepomskypatch.com