

Chilly Charms Pomsy Buyer/Seller Contract

Chilly Charm HEART'S HOMESTEAD

Buyer/Seller Agreement

BREED:

Puppy's Litter name:

Description of puppy:

Gender: Female

Parents: Mandy x Jackson March 26, 2023

Seller/breeder guarantees this puppy is in good health at the time of purchase and has received appropriate vaccinations and care. If a genetic defect is found by your vet within two years, puppy will be replaced as soon as one of equal value is available. Your money is refundable or we replace the puppy with another puppy. In order for us to replace the puppy, Chilly Charm Heart's will need all tests, x-rays, and medications given by your vet. Chilly Charm Heart's will also need your vet's phone number and information in case there are any questions

SELLER IS NOT RESPONSIBLE FOR ANY BUYER'S VET EXPENSES FOR THE DURATION OF THE DOGS LIFE. HEALTH GUARANTEE IS FOR REPLACEMENT OF PUPPY ONLY. WE DO REFUND ANY MONEY FOR ANY REASON EXCLUDING A PUPPY PASSING IN OUR CARE. IF YOU PAY MORE THAN YOUR DEPOSIT BEFORE 8 WEEKS AND CANNOT PAY THE REMAINDER-BEWARE WE WILL BE REFUNDED

Buyer further agrees to maintain the dog at all times in good health with periodic checkups, heartworm treatment, and recommended immunizations, for the life of the dog. Buyer agrees not to mistreat this dog in any shape or form nor allow any type of laboratory tests (such as cosmetic or medical experiments) to be performed on him/her. Please understand that we at Chilly Charm Heart's Homestead are animal lovers and desire that none of our animals suffer cruelty in any fashion. Violation of this contract will constitute Buyer's unconditional surrender of the purchased dog and all registration documents at no cost to Seller, no exceptions. If you do not maintain the dog at all times in good health with periodic checkups, heartworm treatment, and recommended immunizations, then this contract will be considered "A Breach of Contract"

on the purchaser's part and will no longer be a valid contract for genetic guarantee. INITIALS:

suits their needs. Buyer agrees to supply and transfer all corresponding registration papers and to supply a current health certificate at the time of delivery. INITIALS:

Puppy is guaranteed for 2 year from the date of purchased against genetic defects only if the following guidelines are followed exactly:

- a) The buyer must notify the seller of any genetic defect immediately.
- b) A written statement as to the genetic defect must be provided to us by the buyer's veterinarian.
- c) A written second opinion from breeder's veterinarian must be provided to us at breeder's expense.
- d) Seller's veterinarian will examine the puppy. After these guidelines are followed, if there is a genetic defect present we will provide a replacement puppy of the same value and purchase price.

DEPOSITS:

We require a \$400.00 deposit to hold the puppy of your choice. Puppies cannot be held until deposit been received. This deposit is your guarantee that the puppy of your choice is not placed with someone else. This deposit also serves as my Chilly Charm that you will be purchasing the puppy specified therefore the deposit is non- refundable for any circumstances. You will be notified when your puppy is ready to come to its new home. If you need your puppy to stay with us longer, we would be glad to keep he/him for you for a small boarding fee of \$50 till when you're ready for her. We will also continue their vaccination and deworming schedule while they are with us.

PAYMENTS & PICKUP:

By 8 weeks of age the remaining balance of puppy is due, no exceptions. Puppies available for shipping at 8 weeks. All shipping and transportation costs are at the buyer's expense and is the buyer's responsibility to acquire transportation.

(Note:) Pickup should be scheduled by 5 weeks of age, I am somewhat

flexible but any changes need to be made the night PRIOR to pick up day.

No call no shows automatically forfeit all right to puppy.

Chilly Charm Heart's sells Dogs as Pet/Companions unless other arrangements are made. If this puppy is not yet spayed/neutered, the buyer agrees he/she will have the puppy spayed/neutered by 6 months of age. A copy of the receipt from the performing vet must be sent to the breeder.

**Initial here if you have been approved for breeding rights and initial below to acknowledge our breeding clause.

**

SEE SPECIFIC NOTES IN BREEDING SECTION AT THE END OF CONTRACT.

PAY / NEUTER AGREEMENT

I purchased a Pomsky on (date)

from Chilly Charm Heart's Homestead. Said puppy is sold as a companion pet only. Said puppy is to be spayed / neutered by (date) at least 6 months of age). Once the spay/ neuter has been completed by a licensed vet, verification of the procedure is to be sent to the seller, Chilly Charm Heart's. Documentation must be written on the veterinarian's letterhead and signed by the vet. By signing below the buyer agrees to the above terms. No breeding may take place without said breeding rights or it breaches this contract and cause to reposess said animal.***

Buyer: Date:

***If this puppy cannot be kept for any reason, the Buyer agrees to give the Puppy and all documents back to the breeder. We are very particular where our puppies go and feel we deserve the right to find them a new home that suits their needs

Limitations of All Guarantees:

Medical Treatments/Expenses- Under NO CONDITION will we refund, replace, or treat a puppy, where we are not notified of its being ill within 72 hrs. We may require documentation from your vet as well as to speak to them so please have this information available. We reserve the right to have a 2nd opinion at a vet of our choosing, and/or to discuss this matter and the animal's past medical history with your veterinarian. COMMON ISSUES SUCH AS PARASITES, HERNIAS, CRYPTORCHIDISM (pet buyers), JOINT ISSUES (unless vet documentation it is hereditary- this is due to many factors including exercise and diet once they leave) AND

PERSONAL INJURY ARE NOT CONDITIONS COVERED IN THIS CONTRACT.

Seller/Breeder's Signature:

I, the buyer of a puppy from seller hereby acknowledge that I have received a copy of this document. Further, I accept the terms and conditions of the guarantee for congenital or hereditary disorders printed in this document, and I waive and relinquish any and all other rights that I might otherwise have in the event of such occurrence. In the event of any litigation in connection with this Guarantee, seller will be paid reasonable attorney fees by the buyer. Venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Sellers County and State.

I HAVE READ AND UNDERSTAND.

SIGNATURE:

Buyers name (print):

Buyer's signature:

DATE

Address City State:

Home phone Cell:

E-Mail:

This contract is non-transferable and is null and void if said puppy changes ownership from buyer stated above.

Note: Contract not binding until both pages are signed by both Buyer and Seller. Upon signature completion, this contract will become a legal and binding document, as agreed by Buyer and Seller.

Breeding clause- Please initial one below.

☐ no breeding rights purchased/nor wanted

☐ purchased at sale of puppy

Females may not be bred under 12 months/before 2nd heat, males may not be bred under 10 months, and no breeding rights are granted unless paid in full.