



BREEDER-BUYER AGREEMENT

This Agreement is entered into by and between **Pomsky Dynasty** ("Breeder") and _____ ("Buyer").

Buyer desires to purchase, own, and raise a dog from Pomsky Dynasty, and Breeder has expressed an interest in selling one of its dogs to Buyer. Buyer recognizes, understands, and accepts that owning and caring for a dog will require a major and ongoing commitment of time, resources, love, and affection.

Buyer understands that, while the life expectancy of a Pomsky Dynasty dog is approximately twelve to fifteen years, such lifespan is affected by factors too numerous to list, including living conditions, diet, exercise, veterinary care, exposure to other animals, and loving care and attention.

With this Agreement, Breeder sells a Pomsky Dynasty dog ("the Dog") to Buyer, and Buyer purchases the Dog from Breeder. The Dog is a **male / female** (CIRCLE ONE), and **the parties to this Agreement further agree:**

1. PURCHASE PRICE

The purchase price of the Dog is _____

2. BUYER'S RESPONSIBILITIES

Buyer agrees to:

A. The buyer agrees that **the Dog is sold as a pet only and shall not be bred**. Accordingly, **THE BUYER WILL SPAY OR NEUTER THE DOG BEFORE THE DOG REACHES 12 MONTHS OF AGE**. Promptly upon completing such spay or neuter, Buyer will provide documentary proof (i.e., veterinary records) of such spay or neuter to Breeder. Should Buyer not spay or neuter the Dog by the time the dog reaches 12 months of age, or if Buyer ever breeds the Dog, then Buyer will pay Breeder **\$5,000.00**, not as punishment for such conduct, but for damage to Breeder's business. Should Breeder be required to bring a legal action to recover such damages, then Buyer will be responsible for all legal fees and costs associated with such legal action, whether incurred by Buyer or Breeder. The Breeder will send the buyer all registration paperwork no later than 90 days after the breeder receives the Spay/ neuter certificate.

B. Take such steps as are necessary and reasonable to learn and understand the responsibilities of owning a dog and the behaviors and training normally associated with raising a dog from puppyhood, including behaviors and training related to, but not necessarily limited to, chewing, teething, biting, barking, whining, housebreaking, and obedience training;

C. Have the Dog examined by a licensed veterinarian **within three business days** of taking possession of the Dog;

D. Refrain from taking the Dog to public places where other animals may congregate or be located (e.g., parks, pet stores, kennels, grooming facilities, shopping centers, etc.) until the Dog has received its full round of puppy vaccinations, or until such action is recommended by a competent veterinarian;

E. Give Breeder a right of first refusal in the event that Buyer determines, at any time after taking ownership of the Dog, that Buyer is unable to or no longer wishes to care for the Dog. In the event that Breeder exercises Breeder's right of first refusal, Breeder will, at Breeder's discretion, either help Buyer find a new home for the Dog or will take possession of the Dog at no cost to Breeder so that Breeder can attempt to find a new home for the Dog.

Buyer agrees to never relinquish the Dog to a shelter, sell the Dog, or give the Dog away. If Buyer allows the Dog to be relinquished to a shelter, sold, or given away without Breeder's knowledge and written consent, Buyer shall pay Breeder **\$5,000.00 in damages**, not as a punishment for such conduct, but for harm done to Breeder's business. Should Breeder be required to bring a legal action to recover such

damages, then Buyer will be responsible for all legal fees and costs associated with such legal action, whether incurred by Buyer or Breeder;

G. Provide adequate exercise and socialization for the Dog;

H. Provide and ensure payment for all necessary veterinary care, including all veterinary care called for by this Agreement. Breeder is not responsible for the payment of any fees associated with any veterinary care called for by this Agreement or otherwise.

3. BREEDER'S RESPONSIBILITIES

Breeder represents and warrants that:

A. The Dog has received all necessary vaccinations, de-worming, and veterinary care customarily required for a dog of the Dog's age;

B. A record of vaccinations and de-worming shall be provided to Buyer at the time Buyer takes ownership of the Dog;

C. Breeder shall be reasonably available to Buyer via e-mail and/or telephone regarding the care, training, and upbringing of the Dog. However, nothing in this Agreement shall obligate Breeder to directly undertake or perform any of the care, training, or upbringing of the Dog, except in the event that Breeder takes possession of the Dog.

Notwithstanding any assistance by Breeder regarding the care, training, or upbringing of the Dog, Buyer recognizes that Breeder is not a licensed veterinarian, and Buyer has an affirmative obligation to provide appropriate veterinary care for the Dog;

D. Breeder will take care to choose a dog that is closest to Buyer's preferences, but Breeder does not guarantee the final height, weight, appearance, coat type, shedding habits, or color of the Dog.

4. BREEDER'S HEALTH GUARANTEES

The following health guarantees constitute the only health guarantees provided by Breeder to Buyer.

A. "General Health Guarantee." Breeder guarantees that the Dog is generally and reasonably healthy at the time Buyer takes possession of the Dog.

As set forth above, in Paragraph 2.b., Buyer must have the Dog examined by a licensed veterinarian within three business days of taking possession of the Dog.

If, by that examination, the veterinarian determines and makes a written record that the Dog has a chronic or serious health problem, then Buyer will return the Dog to Breeder within forty-eight hours.

Buyer's failure to return the Dog to Breeder within forty-eight hours shall completely nullify and void any and all guarantees provided in this Agreement.

After Buyer returns the Dog to Breeder, Breeder will, in Breeder's discretion: (1) promptly refund all sums paid by Buyer to Breeder for the Dog, or (2) deliver a replacement puppy from Breeder's next available litter. However, if Buyer elects to retain possession of the Dog, then Buyer waives any and all rights that Buyer has under this Agreement.

If, pursuant to the above process, it is not determined that the Dog has a chronic or serious health problem, then the General Health Guarantee shall automatically expire, and Breeder shall have no further obligation to Buyer for the general health of the Dog.

1. OTHER PROVISIONS

A. The laws of the State of Tennessee shall govern any and all actions arising from this Agreement.

B. Any action arising from this Agreement shall be venued in a state or federal court in the County of Hickman in the State Tennessee.

C. Buyer understands the risks associated with the possession and ownership of a dog, and hereby voluntarily assumes all risks associated with possession and ownership of the Dog. Further, subject to the terms of this Agreement, Buyer hereby releases and forever discharges Breeder from any and all claims,

demands, rights, and causes of action of any kind whatsoever, known or unknown, that may arise in any way resulting from Buyer's possession and ownership of the Dog.

D. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of that portion will not invalidate the remaining portions of this Agreement, and those portions shall remain in full force and effect.

E. The failure of Breeder to require performance of any part of this Agreement shall not constitute a waiver of Breeder's right to enforce any part of this Agreement at the time of the failure or at any point in the future.

F. Buyer agrees to indemnify, defend, and hold harmless Breeder for any loss, liability, damage, or cost, including court costs and attorney's fees, that may result from Buyer's possession or ownership of the Dog.

G. No change or addition to this Agreement will have any force or effect unless put in a writing signed by Breeder and Buyer.

H. Buyer represents that Buyer has read this Agreement carefully, and that Buyer fully understands the Agreement.

BREEDER:

DATE:

Jessie or Lewis Miller, Owner, Pomsy Dynasty

Printed Name

Signature

BUYER:

DATE:

Printed Name

Signature

Home Address: _____

Phone Number: _____ Email Address: _____