Chosen Road Keep Pomeranians

Hebe Alexander

725 Liberty Street

Ramseur, NC 27316

630-533-9463

**DOG PURCHASING CONTRACT**

NOTICE OF PURCHASE OF GOOD FAITH: All dogs have the potential for genetic or congenital disease or deformation. It is the Breeder’s job to try to minimize the possibility of these conditions through careful and selective breeding as well as DNA testing of breeding stock, and that is done with Chosen Road Keep dogs, in good faith. Please read all language in this contract, specifically the Health Guarantee portion, for full understanding of details concerning any contagious or hereditary defects.

Chosen Road Keep will be referred to in this document as the Breeder. The original purchasing party, and only the original purchasing party, will be referred to in this document as the Purchaser.

This contract of sale is for a Pomeranian puppy/dog between Purchaser **­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and Breeder Hebe Alexander of Chosen Road Keep.

**Purchaser’s Telephone Number** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Purchaser’s E-mail Address** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Color** ­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sex of puppy**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Whelping Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Dam’s Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sire’s Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Microchip Information** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The dog is microchipped and the Breeder requires that she remain listed as a contact related to the microchip throughout the dog’s lifetime to help ensure the safety of the dog.

**Pick Up Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Purchaser agrees to take possession of the dog on the date listed above. If the dog stays with the Breeder beyond this date, the Breeder reserves the right to charge the Purchaser boarding at the rate of $\_\_\_\_\_\_ per day until the Purchaser takes possession. The Purchaser is financially responsible for any routine vetting (puppy visits, shots, worming, etc.) required during this time.

**REGISTRATION INFORMATION**

\_\_\_ This dog is being sold as a pet only and has been registered with a limited AKC registration. Upon Breeder’s receipt of documentation by a licensed veterinarian that a spay/neuter procedure has been completed Breeder will provide the signed registration certificate. Breeder has used the prefix “The Keep” on all AKC papers, including as a prefix for the name of the dog. The Purchaser has agreed to allow the Breeder to choose the registered name of this dog. The Breeder accepts financial responsibility for registration of the dog.

\_\_\_\_ This dog is being sold as a pet only and is registered with a limited AKC registration. The dog is spayed/neutered. The Purchaser is responsible for transferring the registration.

\_\_\_\_\_ This dog is being sold with full breeding rights. Breeder will use the prefix “The Keep” on all AKC papers, including as a prefix for the name of the dog. AKC registration papers will be submitted to AKC by the Breeder once the Purchaser has chosen a registered name. Full registration gives the Purchaser the right to show and breed the dog. The Purchaser agrees to breed the dog only at the age of maturity and after all breed-required health testing and certifications are completed as recommended by the breed club and OFA. The Purchaser understands that breed-required health testing cannot be completed until after the dog is at least 2 years old. The Breeder reserves the right to resume possession of the dog if the dog is bred without these requirements being met.

Regardless of whether the dog is being sold with limited or full registration rights the Breeder offers no guarantee regarding disposition, conformation, temperament, size, weight, color or markings. The Breeder does not guarantee any other traits or behaviors the dog may develop as it matures.

1. **Payment Terms:** the full purchase price for the dog is $\_\_\_\_\_\_. A deposit of half the full purchase price, or $\_\_\_\_\_\_ is required to reserve the dog. Payment of the deposit will be accepted in cash, money order or cashier’s check. This deposit will hold the dog until the Breeder determines it is ready to go to its new home. The balance must be paid in full on or before the pick-up date. Payment of the remainder of the purchase price must be cash only unless it is paid far enough in advance via check or money order to ensure that the funds are fully available to the Breeder. The Breeder will not accept electronic forms of payment. ~~If~~ full payment is not received within 5 days of the agreed upon pick up date the dog will be offered for sale to other individuals. The deposit is non-refundable unless the dog is found to be unfit for sale. On agreement between the Breeder and the Purchaser, the deposit may be transferred to another litter.
2. **Pick-up Arrangements:** the earliest pick-up date will be determined by the Breeder and the Breeder will work with the Purchaser to agree on a pick-up date on or after that earliest pick-up date. Puppies can be picked up by the Purchaser or a bonded puppy nanny. The Breeder is not responsible for arrangements between the Purchaser and a puppy nanny but the Breeder will not release a dog to any person other than the Purchaser without proof of bond and insurance, a certified letter from the Purchaser releasing the Breeder of all responsibility for the health and well-being of the dog while it is in the possession of the puppy nanny, and appropriate transportation including a secured crate. The Breeder is not responsible for making transportation arrangements and is not responsible, directly or indirectly, for any transportation costs, inconvenience or delays in transportation.
3. **Returns: the Breeder reserves the right of first refusal in any instance where the Purchaser will no longer retain possession of the dog. The Purchaser agrees to return the dog to the Breeder if for any reason the Purchaser no longer wants or is unable to keep the dog.** The Purchaser agrees never to surrender the dog to a shelter or rescue group of any kind. Further, the Purchaser agrees not to resell, trade or give away the dog. The Breeder will accept the dog back at any time with no refund to the Purchaser and will then accept responsibility for the dog and all future costs associated with the dog. All transportation arrangements and costs are the Purchaser’s responsibility. The Purchaser will sign the registration papers back to the Breeder in these circumstances.
4. **Health Guarantee:** the dog has no known health or genetic defects. The Breeder attests that at the time of transfer the dog is in good health and has been immunized and de-wormed according to the official health record for the dog. The Breeder will provide proof of good health and current vaccinations and heartworm preventative of the sire and dam of the dog. The Breeder completes all breed-appropriate tests and certifications for all breeding dogs.
	1. The Purchaser agrees to have the dog examined by the Purchaser’s veterinarian at the Purchaser’s expense within 72 hours of taking possession of the dog. If the veterinarian does not give the dog a clean bill of health the Purchaser will immediately notify the Breeder and provide proof of the veterinarian’s diagnosis. The Breeder reserves the right to have the dog examined by a veterinarian of her choice to confirm the diagnosis and the Breeder will pay for this examination. Failure of the Purchaser to provide proof of the examination results to the Breeder within 2 days after the required exam renders this Health Guarantee null and void.
	2. The Purchaser agrees to complete all recommended vaccines before taking the dog out in public, letting it play on public sidewalks, grasses or other surfaces, or letting the dog be touched/handled by anyone outside the family. The Purchaser will make every effort to protect the dog from any communicable diseases such as parvo.
	3. Any condition that is minor, correctable or a breed-related condition is not covered under this Health Guarantee. Any condition which could go away or that the dog will likely outgrow is not covered under this Health Guarantee. This will be determined through agreement by both veterinarians and the Breeder.
	4. The Breeder does not guarantee issues with the dog related to hypoglycemia, small open fontanel (which is common in Pomeranians and other toy breeds), undescended testicles, hernia, parasites, or accidents that may happen on the Purchaser’s premises. This Health Guarantee does not cover anything that is treatable and that will not cause death.
	5. If the dog is found not to be in good health, the Breeder will resume possession of the dog and will either refund the Purchaser the entire purchase price of the dog or replace the dog with the next available dog of equal value. The Breeder is not responsible for any veterinarian costs, medical expenses, or other expenses related to the dog prior to the return of the dog to the Breeder’s possession. The Purchaser will return the dog to the Breeder at the Purchaser’s expense. All transportation costs to return the dog and/or receive a replacement are at the Purchaser’s expense. The Purchaser must provide the Breeder with contact information for the diagnosing veterinarian and the Breeder will contact and speak with the veterinarian about any issues.
	6. This Health Guarantee does not cover any of the following conditions: intestinal parasites, kennel cough, pneumonia, ear or skin mites, mange, cherry eye, allergies of any kind, herniation of any kind, stenotic nares, small trachea, entropian, undescended testes, or luxated patellas graded 1-3. The Breeder ensures that the dog does not have any of these conditions at time of purchase.
	7. This Health Guarantee does not cover any veterinarian costs associated with spaying or neutering, including correction of undescended testes or any elective surgeries.
	8. The Breeder does not provide a Health Guarantee against non-life-threatening illnesses common to puppies.
	9. The Purchaser will notify the Breeder if the dog is found to have any genetic defects or disorders.
	10. If the dog is found to have a life threatening genetic defect prior to its first birthday, as evidenced by a statement from a licensed veterinarian selected by the Purchaser and confirmed by a licensed veterinarian chosen by the Breeder, the Breeder will refund the full purchase price of the dog and reserves the right to repossess the dog; OR the Breeder will refund one half of the purchase price of the dog and the Purchaser will retain possession of the dog. All medical care associated with the dog is the Purchaser’s responsibility, including the confirming veterinarian exam.
	11. In the unlikely event of the death of the dog prior to its first birthday because of a genetic problem, the Breeder will either refund the full purchase price of the dog or replace the dog with the next available dog of equal value. This choice will be made solely at the discretion of the Breeder. If the Breeder opts to offer a replacement dog and the Purchaser declines, the Breeder is under no further obligation and it will be deemed that the Purchaser has released the Breeder from all further claims. The Purchaser must provide the Breeder with contact information for the diagnosing veterinarian and the Breeder will contact and speak with the veterinarian about any issues.
5. **Care of the Dog:** the Purchaser agrees that the dog will live in the family home as its primary housing and will be treated with loving care and affection. The dog will interact with the family and will not be isolated. The Purchaser will maintain recommended vaccinations, heart worm preventions, and general de-wormings. The Purchaser will have direct control of the dog when in public and off the premises of the dog’s home. The outdoor area for the dog will be fenced and secured to ensure the safety of the dog. The Purchaser will make every effort to maintain the physical, mental and emotional health of the dog throughout its lifetime. The Breeder reserves the right to repossess the dog with no refund to the Purchaser if the dog is kept chained or tied; housed or kept continuously in a yard, garage, patio, balcony or any other housing that is not the primary housing of the Purchaser.

The Purchaser understands that should the terms outlined in this contract be ignored or disregarded, or if any attempt is made to break this contract, it will be considered a Breach of Contract. In such an event the Purchaser agrees to pay the Breeder a fine equal to the full purchase price. The Purchaser also agrees to forfeit ownership of the dog back to the Breeder, and – if necessary – transfer and sign all registration papers back to the Breeder, and pay all fees incurred returning the dog to the Breeder.

This contract contains the entire agreement between the parties and no statement or verbal agreements that are not contained in this written contract are valid or binding. This contract will not be modified or altered except in writing and accompanied by the signature of both parties. Violations of any element of this contract will constitute Breach of Contract. Both the Breeder and Purchaser will retain copies of this contract.

I have read and understand the stipulations of the contract and voluntarily agree to all elements, stipulations and provisions herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_Hebe Alexander, Breeder

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_Purchaser