

**POMERANIANS  
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## **COMPANION QUALITY SALES CONTRACT**

SIRIUS KENNELS, INC. POMERANIANS ("Seller") and \_Nina M. Fetter (Seller)

("Purchaser") agree to the following sales contract: \_\_\_\_\_

I have spent many years showing and caring for Pomeranians. I only breed our Pomeranians when pedigrees are compatible and careful planning goes into every litter we produce. Parents of puppies are guaranteed to be free of any heredity problems. I breed healthy problem-free adults. Companion quality puppies are equal to that of those littermates sold as show/breeding prospects, but which do not meet the demand of confirmation showing. They have had the same love, care and attention as their show/breeding quality littermates. Companion puppies are sold with the following guarantees and understandings:

This Pomeranian is being sold for the price of \$ \_\_\_\_\_. Deposits are non-refundable. In addition, all expenses for preparation to ship plus shipping expenses are the responsibility of the buyer. The breeder must receive full payment by 9 weeks of age. This pom is sold with no Warranties wither expressed or implied in "as is" condition with no guarantees other that those state herein. Puppies go to their new homes between 12 to 16 weeks of age (at breeder determination). There is not guarantee for the quality or quaninty of Pomeranians Coat. All payments are non-refundable.

### **SELLER AGREES TO THE FOLLOWING:**

1. Guarantee that below-described dog is in good health with all necessary vaccinations for its age (see attached schedule of vaccinations given) for up to 72 hours after the time of purchase. If said dog is found to be ill attributable to Seller within 72 hours, as diagnosed by two veterinarians, one being of Seller's choice, said dog may be returned for replacement with a dog of similar age and quality at the Seller's discretion. If no such dog is available for replacement, Seller agrees to replace said dog with one of equal value from the first available litter or refund Purchaser's full purchase price of said dog.
2. Seller shall provide Purchaser with any advice or assistance pertinent to care, feeding, grooming, training, etc., of said dog upon request of Purchaser.

### **PURCHASER AGREES TO THE FOLLOWING:**

1. Take said dog to a licensed veterinarian within 72 hours from time of purchase for a health examination. This is to be at the new owner's expense. If vet exam reveals that the Pomeranian is diseased the buyer Must return the Pomeranian along with a written statement from the attending vet as to the health problem, for a replacement Pomeranian, when one becomes available. Replacement is the only option. Returning the Pomeranian will be at the buyer's expense. There is no guarantee against accidents. No veterinary bills will be paid by the breeder.

2. Said dog is not be used for breeding purposes. AKC registrations papers of said dog will be given to Purchaser upon written spay/neuter proof from veterinarian. The new owner will spay or neuter this Pomeranian before 6 months of age for females and between 4 and 5 months of age for males.
3. Maintain said dog in a healthy environment at all times, i.e., adequate food, exercise, kenneling, medical care, and proper living conditions to achieve full genetic potential, as defined by normal moral values.
4. Purchaser agrees to keep said dog in their home with a properly fenced in yard or in a kennel run with proper shelter. At no time will said dog be chained, tied or staked out or left unattended.
5. At no time should said dog be used for breeding, Seller will not release AKC registration papers of said dog under any circumstances.
6. Purchaser agrees to follow supplementation and immunization schedule that is attached. Purchaser may use another supplementation and immunization schedule recommended by their veterinarian if it is different from the attached schedule. However, Seller is to be provided with veterinarian's recommended schedule with written proof thereof.
7. Purchaser agrees to train or have trained said dog in obedience. Purchaser also agrees to socialize said dog among people and other animals. Purchaser agrees to have said dog crate trained and trained to be comfortable in a kennel run as this will help said dog to adjust to strange situations such as boarding, riding or flying. Lack of training and socialization on Purchaser's part does not constitute poor breeding on Seller's part.
8. Carry Seller's kennel prefix name of "Sirius" on AKC registration papers. "An's may be added at the end of (Sirius).
9. Purchaser shall never sell or give away said dog without first notifying Seller. If for some reason Purchaser is not able to keep said dog due to unforeseen circumstances, Seller will do their best to help Purchaser find a new home for said dog. Seller will not help with finding of a new home if said dog is not crate trained; kennel run trained, has bitten someone, or has a questionable temperament. If said dog is ever to be returned to Seller, Purchaser is to be responsible for getting said dog back to Seller at Purchaser's expense. Purchaser shall never sell to pet stores, dog dealers, research laboratories or guard dog businesses.
10. Notify Seller of serious illness, injury or death of said dog.
11. Notify Seller if Purchaser moves by providing new address and phone number as this is required knowledge of Seller to maintain good standings with the American Kennel Club (AKC).
12. Spay or neuter said dog by six months of age and provide Seller with proof from a licensed veterinarian. Proof of veterinarian procedure should be sent to seller and your AKC registrations papers will be sent immediately to you.
13. Be responsible for all expenses incurred when Purchaser takes possession of said dog.
14. Purchaser is responsible to keep said dog under control at all times.

Seller is not responsible for said dog if it has suffered neglect, mistreatment or exhibits temperament faults that are the result of the lack of training or abuse by the Purchaser. In addition, Seller is not responsible for any damages or bodily harm either directly or indirectly caused by said dog. **There are absolutely no refunds except as stated in Item 1 under "Seller Agrees To The Following:"**

This sales contract is formed and shall be governed by the laws of the State of Ohio and jurisdiction to resolve disputes solely rest in a court of competent jurisdiction in the State of Ohio in the county of Allen. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically state herein. When breeder and buyer execute this contract, it will be binding upon both parties, subject and pursuant to the terms and condition herein.

It is mutually agreed between these parties only that all conditions stated above shall extend to and be obligatory upon, their heirs, agents, executors and successors of the respective parties and there are no representations respecting said dog or the sale thereof, except as in this sales contract contained.

It is agreed that at no time will the owner sell or give this Pomeranian or any of his offspring to a pet store, a puppy mill operation, a dog pound, or a dog broker or any similar enterprise or sell at auction.

I have read and understand the care and instructions sheets and the complete teen article published on website Homepage [www.ninafetter.com](http://www.ninafetter.com). In the event the owner needs to find a new home for the Pomeranian, the breeder should be contacted for possible assistance. Having read the above, and will full understanding of the contents herein, I willingly enter into this agreement:

New Owner: \_\_\_\_\_

New Co-Owner: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_ Color: \_\_\_\_\_

Email Address: \_\_\_\_\_

Owners address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone number \_\_\_\_\_ Cell \_\_\_\_\_

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Seller's Signature

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Purchaser's Signature

Date of contract \_\_\_\_\_