

Non-Refundable Puppy Reservation Fee Agreement

| <u>Puppy Preferences</u> <i>(Buyer to indicate preferences)</i> | <u>Litter Information</u> <i>(Breeder to complete information)</i> |
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| <ul style="list-style-type: none">• <u>Gender:</u> _____• <u>Color:</u> _____ | <ul style="list-style-type: none">• <u>Litter:</u> _____• <u>Exp. birthdate:</u> _____ |

This agreement (“**Agreement**”), dated as of _____, 20__ (the “**Effective Date**”), is between _____ (“**Breeder**”), and _____ (“**Buyer**”). Buyer agrees to place a \$ _____ deposit (“**Deposit**”) on a [**Breed**] puppy from Breeder.

1. Non-Refundable Reservation Fee. Buyer acknowledges that the Deposit is non-refundable in all circumstances, including but not limited to if Buyer decides s/he does not want or is no longer able to take the puppy. Upon receipt of the Deposit, Breeder agrees to hold the puppy for Buyer until it has been weaned and is ready for pick up. The Deposit shall be made in US Dollars and paid to Breeder via payments through Zelle or Venmo.
2. Buyer Acknowledgements. Buyer further acknowledges and agrees that (a) Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected; (b) the Reservation Fee gives Buyer a place in line on the wait list for either a specific litter or a puppy that meets the needs of the Buyer; and (c) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult.
3. [Buyer’s Right to Transfer/Refund. Notwithstanding the foregoing, if a puppy that meets Buyer’s identified preferences is not available [when it becomes Buyer’s turn on the wait list], Buyer may elect to have the Deposit transferred to the next litter or later litter.
4. [Refund at Breeder’s Discretion. If Buyer pays the Reservation Fee, then later decides s/he does not want the puppy for any reason, Breeder is not required to refund the Deposit. If, however, Breeder is able to sell the puppy to another buyer within a reasonable amount of time after Buyer notifies Breeder of his/her decision, Breeder may (in its sole discretion) refund the Reservation Fee to Buyer.
5. Final Purchase Price. Breeder and Buyer agree that (a) the Deposit shall be applied to the final purchase price of the puppy and (b) the remaining balance will become due before the puppy is shipped and/or ownership is transferred from Breeder to Buyer. The total purchase price for the puppy is \$ _____. The foregoing purchase price does not include any delivery or shipping charges.
6. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of **Arizona** without regard to the conflicts of laws provisions thereof.

BREEDER:

BUYER:

Name: _____

Name: _____