



## NON-REFUNDABLE DEPOSIT CONTRACT

THE FOLLOWING AGREEMENT IS BETWEEN **KYON KENNEL LLC** (SHELBY + BRAD YOUNG),  
HEREIN REFERRED TO AS THE “BREEDER” AND, \_\_\_\_\_ BUYER NAME HERE  
HEREIN REFERRED TO AS THE “BUYER(S)”:

1234 ADDRESS HERE APT B	HIGBEE	MISSOURI	65257
<b>STREET</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
1 (234) 567-8901	kyonkennel@gmail.com		
<b>PHONE NUMBER</b>	<b>EMAIL</b>		

<b>LITTER PREFERENCE:</b>	KAI + SALEM
<b>WAITLIST PICK:</b>	PICK #1
<b>GENDER PREFERENCE:</b>	FEMALE
<b>COLOR PREFERENCE:</b>	BLACK
<b>REGISTRATION TYPE:</b>	LIMITED REGISTRATION
<b>TOTAL PURCHASE PRICE:</b>	\$1,300.00

Both the BREEDER and the BUYER have agreed to the following terms for the BUYER to be accepted and his/her name added to the Kyon Kennel waitlist:

- I, \_\_\_\_\_, agree to place a deposit in the sum of \$200.00 for the purchase of an AKC (American Kennel Club) registered purebred German Shepherd puppy.
- 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 pickup. All payments made under this Agreement shall be made in US dollars and paid to BREEDER via cash or through electronic payment.
- 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 deposit gives BUYER a “pick” place, but does not guarantee a puppy or that BUYER’s preferences will be available when it is BUYER’s turn to pick, (c) pick places are given on a first-come first served basis and BUYER’s place in line is not negotiable, and (d) BREEDER cannot and does not guarantee any specific qualities of the puppy when it becomes an adult.
- Notwithstanding the foregoing, if a puppy that meets the BUYER’s identified preferences



is not available when it becomes BUYER's turn for a puppy from the selected litter, BUYER may elect to have the deposit transferred to the next litter. Deposits are transferable for up to two litters. If the BUYER declines all litter transfers or if no answer is received for placement, his/her deposit will be forfeited.

- If BUYER pays the deposit, 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 deposit to the BUYER.
- 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.
- BUYER has paid a non-refundable deposit of \$200.00, with a payment balance of \$1,100.00 remaining due prior to release of the puppy to the BUYER. The foregoing purchase price does not include any delivery or shipping charges and are the sole responsibility of the BUYER.

#### **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 Missouri without regard to the conflicts of law provisions thereof.

By signing my name below, I acknowledge that I am the BUYER and that I have read and received a copy of this contract. The BUYER and BREEDER agree to honor all terms and provisions of this agreement.

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BUYER'S SIGNATURE

09/01/2025

DATE

