

Beary GoldenDoodles & ShepaDoodles

Non-Refundable Puppy Deposit Agreement

<u>Puppy Preferences of Buyer</u> <i>(Buyer to indicate preferences)</i> <ul style="list-style-type: none">• <u>Gender:</u>• <u>Color:</u>	<u>Litter Information</u> <ul style="list-style-type: none">• <u>Litter:</u>• <u>Birthdate:</u>
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This agreement (“**Agreement**”), dated as of [REDACTED], (the “**Effective Date**”), is between Melanie Stevens of Beary GoldenDoodles & ShepaDoodles (“**Breeder**”), [REDACTED] (“**Buyer**”). Buyer agrees to place a \$250.00 (two hundred and fifty dollars) deposit (“**Deposit**”) on a puppy from Breeder.

1. **Non-Refundable Deposit.** 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 Good Dog or cash.
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 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.
3. **Buyer’s Right to Transfer/Refund.** Notwithstanding the foregoing, if a puppy that meets Buyer’s identified preferences (found at the top of this form) is not available when it becomes Buyer’s turn to pick a puppy from the selected litter, Buyer may elect (a) to have the Deposit transferred to the next litter or (b) have the Deposit refunded.
4. **Refund at Breeder’s Discretion.** 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 Buyer minus a minimum 2% fee.
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 [REDACTED]. 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 Missouri without regard to the conflict of laws provisions thereof.

BREEDER:

BUYER:

Signature: _____

Signature: _____

Name: Melanie Stevens

Name: [REDACTED]

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Puppy/Dog Purchase Agreement & Guarantee

This agreement (“**Agreement**”), dated as of [REDACTED] (the “**Effective Date**”), is between Melanie Stevens of Beary GoldenDoodles & ShepaDoodles (“**Breeder**”), and (“**Buyer**”). The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

- **GENDER:**
- **DATE OF BIRTH:**
- **SIRE:**
- **DAM:**

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$250 (two hundred and fifty dollars) (“**Deposit**”) shall be due and paid to Breeder upon execution of this Agreement. The Deposit shall be applied to the final Purchase Price (defined below).
2. **Purchase Price.** The full purchase price of [REDACTED] (“**Purchase Price**”) is agreed with the balance due in full (a) at least two weeks before the puppy/dog is delivered to Buyer or (b) in cash upon Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Good Dog or cash at Buyer’s pickup of the puppy/dog.
3. **Purpose and Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$3,000 (three thousand dollars) per litter of offspring and (b) all of Breeder’s warranties set forth in this Agreement will become null and void.

Initials:
4. **Breeder’s Obligations.** Breeder represents and warrants the following:
 - a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer’s payment of the full Purchase Price.
 - b. State of Health; Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian **WITHIN 72 HOURS OF RECEIVING THE PUPPY/DOG** (the “**Examination Period**”) for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog “unfit for purchase”, which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer’s ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog’s transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.

Initials:
 - c. Long-Term Health Warranty. Breeder provides a two-year warranty from the puppy/dog’s date of birth against debilitating congenital conditions specific to the breed, per the Sire’s and Dam’s Embark DNA testing. It expressly does not include those associated with the heart and hips. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder

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will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination.

- d. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty described above, the Buyer may either: (x) keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount) or (y) return the puppy/dog and receive reimbursement of the original Purchase Price less the non-refundable deposit and any Seller-accrued expenses, including but not limited to travel, transportation, and medical expenses.
- e. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

5. Buyer's Obligations. Buyer agrees to the following:

- a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate indoor housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.
- b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
- c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
 - i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
 - ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
 - iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
- d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
- e. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.

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- f. **Spay/Neuter Provision.** The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no sooner than the age of twelve months but no later than the age of eighteen months and providing proof of such spaying/neutering to Breeder immediately upon completion (if requested by Breeder). In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$500 (five hundred dollars) if puppy/dog is not spayed/neutered in accordance with this Agreement.
- g. **Breach by Buyer.** Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.
6. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder and (b) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.
7. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
8. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
9. **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 conflict of laws provisions thereof.
10. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

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IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

Signature: _____

Signature: _____

Name: Melanie Stevens

Name: _____

Address: provided upon purchase/pickup of puppy

Address: _____

Email: 4allmysisters@gmail.com

Email: _____

Phone: 505-506-4844

Phone: _____