

Non-Refundable Puppy Deposit Agreement

<p><u>Puppy Preferences</u> <i>(Buyer to indicate preferences)</i></p> <ul style="list-style-type: none"> • <u>Gender:</u> 	<p><u>Litter Information</u> <i>(Breeder to complete information)</i></p> <ul style="list-style-type: none"> • <u>Litter:</u> • <u>Exp. birthdate:</u>
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This agreement (“**Agreement**”), dated as of ____, 2022 (the “**Effective Date**”), is between Emily LaMarca (“**Breeder**”), and _____ (“**Buyer**”). Buyer agrees to place a \$500 deposit (“**Deposit**”) on a German Shepherd 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. If the Buyer does not make arrangements to pick up the puppy within 14 days of the date the Breeder notifies the Buyer that the puppy is ready for pickup, then the Breeder may elect to sell the puppy to someone else and the Buyer may elect to have the Deposit transferred to the next litter. The Deposit shall be made in US Dollars and paid to Breeder via payments through Good Dog, Paypal, 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 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.** Notwithstanding the foregoing, if a puppy that meets Buyer’s identified preferences is not available [when it becomes Buyer’s turn to pick a puppy from the selected litter], Buyer may elect to have the Deposit transferred to the next litter.]

4. **[Refund.** 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. The Buyer understands that this is because to refund a deposit would defeat the purpose of a deposit in the first place which is to secure the Buyer’s commitment to purchasing a puppy.]

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 \$____. Should the Buyer choose to transfer their deposit to a different litter the Buyer will be responsible for the price of the new litter which may be more or less than the original litter’s price.] The foregoing purchase price does not include any delivery or shipping charges.

6. **Breeder’s Right To 1st Pick.** The Breeder will always have the right to keep any puppy from any litter for any reason. The Breeder will hold priority over the wait list Buyers despite pick orders. The Breeder ultimately has “1st Pick” of any puppies if the Breeder chooses to keep one.

7. **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 Louisiana without regard to the conflicts of laws provisions thereof.

BREEDER:

BUYER:

X _____

X _____