

Non-Refundable Puppy Deposit Agreement

Puppy Preferences: *(Buyer is to indicate preferences)*

- Gender:
- Color & Genetics:
- Full or Limited Registration:
- Would you be open to owning a unilateral or bilaterally deaf dog?

Litter Information: *(Breeder is to complete this information)*

- Litter: Darrfield's Hall of Fame
- Exp. birthdate: January 2025

This agreement, dated as of _____ (the "Effective Date"), is between _____ ("Breeder"), and _____ ("Buyer"). The buyer agrees to place a \$375.00 deposit on a puppy from this Breeder.

1. Non-Refundable Deposit. The buyer acknowledges that the Deposit is non-refundable in all circumstances, including but not limited to if the Buyer decides (s/he, they) do not want or are no longer able to take the puppy. Upon receipt of the Deposit, the Breeder agrees to hold the puppy of choice for the Buyer until it has been weaned, microchipped, BAER tested, had proper vaccines, a veterinarian exam, and is ready for pick up. The Deposit shall be made in US Dollars and paid to the Breeder via payments through Good Dog, Zelle, Venmo, Cash App, PayPal or Facebook Pay. Cash and Checks are also accepted.

2. Buyer Acknowledgements. The Buyer further acknowledges and agrees that (a) the Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected; (b) the Deposit gives the Buyer a "pick" place, but does not guarantee a puppy or that the 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 the Buyer's place in line is not negotiable; and (d) the 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 the Buyer's identified preferences is not available when it becomes the Buyer's turn to pick a

puppy from the selected litter, the 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 the Buyer pays the Deposit, then later decides (s/he, they) do not want the puppy for any reason, the Breeder is not required to refund the Deposit. If, however, the Breeder can sell the puppy to another buyer within a reasonable amount of time after the Buyer notifies the Breeder of (his/her/their) decision, the Breeder may (in its sole discretion) refund the Deposit to the Buyer.

5. Final Purchase Price. The Breeder and the 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 the Breeder to the Buyer. The total purchase price for the puppy ranges from \$375.00 - \$1,500.00 and is dependent on BAER testing results. 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 Virginia without regard to the conflicts of law's provisions thereof.

BREEDER:

BUYER: