

Non-Refundable Puppy Deposit Agreement

<u>Puppy Preferences</u> <i>(Buyer to indicate preferences)</i>	<u>Litter Information</u> <i>(Breeder to complete information)</i>
• <u>Gender:</u> _____	• <u>Litter:</u> _____
• <u>Color:</u> _____	• <u>Exp. birthdate:</u> _____
• <u>Spot Reserved:</u> _____	• <u>Dam:</u> _____
• <u>Deposit:</u> _____	• <u>Sire:</u> _____

This agreement, dated as of _____, 20____, is between **Pappy's Bulldogs** ("Breeder"), and _____ ("Buyer"). Buyer agrees to place a \$500 down as a deposit for a puppy. Buyer can choose from the spots available. When the puppy's reach five weeks old and after, buyers can visit the home or video chat (anytime) with the Breeder on which one they want in the order of the position of the spot they hold. Spot positions will be scheduled in order of their spot pick. EXAMPLE: The 4th pick buyer will not get to choose their puppy until the 1st, 2nd and 3rd chosen. If you did not put a deposit down to hold a spot selection, you will be able to choose your puppy after all the spot holds have chosen. Everyone has a budget, so do not be discouraged if you are the last to pick. All the puppies are special and unique and the one that you wanted the most might still be available.

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 cash, cashier's check, money order, personal check, Zelle or Venmo is accepted.
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. 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. The exception to this rule is if something happens to the puppy while in our care that warrants a discount or different puppy selection from the current or a future litter.
4. 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 agreed upon purchase price for the puppy is \$_____. The foregoing purchase price does not include any delivery or shipping charges.
5. **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 Pennsylvania without regard to the conflicts of law's provisions thereof.

BREEDER / Date:

BUYER / Date:
