

Non-Refundable Puppy Deposit/Holding Fee Agreement

<p><u>Puppy Preferences</u> (Buyer needs to indicate preferences)</p> <ul style="list-style-type: none"> • <u>Gender:</u> _____ • <u>Breed:</u> _____ • <u>Color:</u> _____ 	<p><u>Litter Information</u> (Breeder to complete information)</p> <ul style="list-style-type: none"> • <u>Purchase price:</u> _____ • <u>Birthdate:</u> _____ • <u>Dam/Sire:</u> _____
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This agreement, dated as of _____, 20__ , is between Jaimelynn and Brandon Sutton (LCTB), and _____ (Buyer). Buyer agrees to place a \$ _____ non-refundable holding fee on a puppy from Loyal Companions of Tampa Bay.

1. Non-Refundable Deposit. Buyer acknowledges that the Deposit/holding fee is non-refundable in all circumstances, including but not limited to if Buyer decides she/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 must be paid to Breeder via breeder preferred method. **NOTE: Puppy must be picked up by 8 weeks of age to not incur additional charges.**
2. Buyer Acknowledgements. Buyer further acknowledges and agrees that breeder cannot control litter sizes and or gender and that the wait time for puppies can be longer than expected. We will have two options for your choice of a Loyal Companion. (Option A) **Before birth-** 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. (Option B) In certain instances puppies will be available **after birth**, if this occurs you will be able to virtually choose your Loyal Companion by way of collar color. (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, however breeder shall place puppy as best as they can to correct home fit for puppy.
3. [Buyer’s Right to Transfer/Refund. Notwithstanding the foregoing, if a puppy does not meet the Buyer’s identified preferences when it is buyers time to pick, Buyer may elect to have the Holding fee transferred to the next litter one time only. **No money will be refunded to buyer.**
4. Refund to Buyer: **Under no circumstances will money be refunded to buyer**, unless breeder is at fault (Breeder must agree). Taking care of pups properly cost money and time we unfortunately cannot get back. We do the very best we can to accommodate the request of buyers. However, refunds **will not** be granted.
5. Final Purchase Price. Breeder and Buyer agree that (a) the Deposit/holding fee 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 final balance is due by the time the puppy is six weeks of age. [Balance due for the puppy [is \$_____]]. The foregoing purchase price does not include any delivery or shipping charges and or add-ons.
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 Florida without regard to the conflicts of law’s provisions thereof.

BREEDER: Jaimelynn/Brandon Sutton

BUYER:

Signature: _____

Signature: _____