

WyteRose Samoyeds

Reservation Agreement

This RESERVATION made the _____ day of _____, 20____ by and between:

BUYER:

Name: _____

Address: _____

Phone: _____ Email: _____

- AND -

SELLER:

Name: _____

Address: _____

Phone: _____ Email: _____

RESERVATION:

The **BUYER** has made the following RESERVATION AGREEMENT with WyteRose Samoyeds:

RESERVATION: [] NEW [] CHANGE REQUEST	ALL CHANGES REQUIRE APPROVAL
TERM: [] 12 MONTHS [] 18 MONTHS [] 24 MONTHS	PLEASE SELECT ONLY ONE
HOME: [] PET (AKC LIMITED REGISTRATION) [] SHOW (AKC FULL REGISTRATION) [] HYBRID (MALE ONLY)	
GENDER: [] MALE [] FEMALE [] NO PREFERENCE [] NO PREFERENCE (FIRST CHOICE WOULD BE FEMALE) [] NO PREFERENCE (FIRST CHOICE WOULD BE MALE)	PLEASE SELECT ONLY ONE

DEPOSIT, PAYMENT, FEES:

The BUYER has 10 days to ACTIVATE this **RESERVATION AGREEMENT** along with the **\$350.00** RESERVATION DEPOSIT or this RESERVATION will be cancelled.

All payments can be made by cash, check (made out to SELLER), or PayPal (4% surcharge applies)

BUYER'S Initials: _____

SELLER'S Initials: _____

WyteRose Samoyeds

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TERMS AND CONDITIONS:

1. The **BUYER understands** that a RESERVATION does not guarantee that the BUYER will ever receive a PUPPY from the SELLER.
2. The **BUYER understands** that in making this RESERVATION they are only reserving a spot on the SELLER's waiting list.
3. The **BUYER understands** that a RESERVATION is considered PENDING until their \$350 RESERVATION deposit is received.
4. The **BUYER understands** that a PENDING RESERVATION will be automatically CANCELED after 10 business days.
5. The **BUYER understands** that a CANCELED RESERVATION that was NOT ACTIVE for the minimum TERM (12 Months) does NOT qualify for a REFUND, unless the SELLER approves otherwise.
6. The **BUYER understands** that once the RESERVATION is tied to a Puppy Sales Contract it is considered FULFILLED and is NO LONGER considered refundable under the terms of this agreement.
7. The **BUYER understands** that if their RESERVATION can be fulfilled in part, they will be notified of the opportunity to modify their reservation in order to have it fulfilled.
8. The **BUYER understands** that they can cancel a RESERVATION if the reason for the cancellation involves circumstances that would NOT be beneficial to the puppy/dog. It is up to the sole discretion of the SELLER as to whether the circumstances entitle the BUYER to a refund of their RESERVATION deposit.
9. The **BUYER understands** that a ACTIVE RESERVATION that is older than the chosen TERM will remain ACTIVE on a month to month basis until it is cancelled by the BUYER.

10. The **BUYER** _____

11. The **SELLER** _____

BUYER'S Initials: _____

SELLER'S Initials: _____

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INDEMNITY AND RELEASE:

If any action or failure to act on the part of BUYER shall result in any claim, suit, loss, damage, injury, death, or liability, BUYER agrees to defend, indemnify, and hold SELLER harmless and to pay all of SELLER's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. BUYER releases SELLER from any and all liability, costs or damages caused by this puppy/dog after placement with BUYER, including but not limited to damage to or destruction of property, and injury to any person.

LIMITATION OF ACTION:

Any action or claim brought by BUYER against SELLER for breach of this Agreement or for loss due to negligence must be brought within one (1) month of the date such claim or loss occurred.

GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the laws of the state of Maryland. If there are any disputes in regard to the implementation of this contract it will be handled through the use of a mediator located near the seller's home in Maryland. If an agreement cannot be made thru the use of a mediator, the seller may escalate matters to an action at law or in equity, including, if appropriate, the right to injunctive relief and that the Breeder may recover from the Buyer the cost of any such action including attorney fees.

ENTIRE AGREEMENT:

This agreement represents the entire agreement between the parties. SELLER and BUYER have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this agreement. Once this Reservation Agreement has been fulfilled the governing agreement shall be the Puppy Sales Contract.

Signature of BUYER

Date (MM/DD/YYYY)

Signature of SELLER

Date (MM/DD/YYYY)

BUYER'S Initials: _____

SELLER'S Initials: _____