

SOUTHERNSTAR KENNELS

ALASKAN MALAMUTES

AND

GERMAN SHEPHERD DOGS

DEPOSIT/PAYMENT CONTRACT

I, Dayna Padgett, hereafter referred to as *Seller/Owner/Stud Dog Owner*, and I, (*name*), hereafter referred to as *Buyer/Lessee/Breeder*, are entering into a binding agreement with the acceptance of a *deposit/payment* of $$(amount)$ for *purchase/lease/stud service*. We are entering into the agreement under the following terms and conditions, and no other expressed or implied:

$$(amount)$ Total

$$(amount)$ Previous Payments

$$(amount)$ Current Payment

$$(amount)$ Current Balance Due

Should *Buyer/Lessee/Breeder* default on this agreement, all payments made to *Seller/Owner/Stud Dog Owner* will be forfeited by *Buyer/Lessee/Breeder*. *Seller/Owner/Stud Dog Owner* will not be under any obligation to return any money paid.

Should *Seller/Owner/Stud Dog Owner* default on this agreement, all money paid to *Seller/Owner/Stud Dog Owner* will be refunded within 15 days of such cancellation.

Should *Seller/Owner/Stud Dog Owner* discover that *Buyer/Lessee/Breeder* has entered into this agreement under false pretenses, this deposit, and all additional money paid to *Seller/Owner/Stud Dog Owner* will be forfeited by *Buyer/Lessee/Breeder*. *Seller/Owner/Stud Dog Owner* will not be under any obligation to return any money paid.

Deposits are accepted on a first come first served basis. *Seller/Owner/Stud Dog Owner* documents the exact time a deposit received and cleared. Because of this, it is suggested to use instant clearance payment methods to pay deposit.

Instant-clearance payments, will clear instantly, and have no wait period. These payment methods are: credit cards, cash in person, direct bank deposit, Walmart to Walmart, Western Union, Zelle, Cash App, Google Pay, Samsung Pay, and Facebook Pay.

Please note: *Buyer/Lessee/Breeder* is responsible for additional fees for these payment methods. Fees may not be subtracted from deposits.

Payments made by personal or business checks, cashier's check, or money order must be accompanied by a legible photo copy of drivers license or state issued ID card. Payments will be processed only after clearance has been guaranteed by bank. This clearance may take up to 2 weeks.

If clearance-requiring payment is returned due to stop payment, cancellation, NSF, or other causes, *Seller/Owner/Stud Dog Owner* may collect additional fees from *Buyer/Lessee/Breeder* to cover legal costs and the costs imposed by the bank for these non-cleared payments.

If payment does not clear, *Buyer/Lessee/Breeder* must submit all future payments with instant pay methods. No future clearance requiring payments will be allowed once a payment does not clear.

Once any deposit or payment is received, processed, and cleared, *Buyer/Lessee/Breeder* agrees that there will be no dispute, or attempt to reverse the payment method. If *Buyer/Lessee/Breeder* for any reason decides to dispute or reverse the payment method, *Seller/Owner/Stud Dog Owner* will take legal action against *Buyer/Lessee/Breeder* for fraud.

Buyer/Lessee/Breeder understands fully that selection of dog, puppy, leased dog, or stud dog is solely at *Seller/Owner/Stud Dog Owner's* discretion. *Seller/Owner/Stud Dog Owner* will make reasonable attempts to honor *Buyer/Lessee/Breeder* selection, regarding individual dog, litter, parentage, bloodlines, or titles held by Dog in question. However, due to many, many factors, *Buyer/Lessee/Breeder* may not get their selected dog or puppy.

Buyer/Lessee/Breeder also understands fully that timing of fulfillment of the *purchase/lease/stud service* is not guaranteed. Dog breeding is not an absolute science, and often there will a wait time. *Seller/Owner/Stud Dog Owner* will make reasonable efforts to minimize the wait time after deposit is received and clears. However, wait times can be months long in some cases.

PURCHASE

If this deposit is made for purchase, Buyer understands that a suitable dog may not be available immediately. If there are no dogs available immediately, Buyer understands that Buyer will be placed on waiting list for a dog.

Balance due must be paid in full and cleared within 10 days of approval of the dog, unless otherwise mutually agreed upon in writing. If balance due is not paid in full by this time frame, the dog will be offered for sale again, and deposit is forfeited.

LEASE

Balance due must be paid in full and cleared at least 21 days prior to estimated first day of visible signs of estrus. Owner uses prior heat cycle timing to estimate when Dog will begin spotting. If balance due is not paid in full prior to this time frame, Dog will not be available for lease until the next available cycle. If balance due is not paid on time for the second heat cycle, entire deposit is forfeited, and Dog will not be leased.

STUD SERVICE

Balance due must be paid in full and cleared at least 21 days prior to estimated first day of visible signs of estrus. If balance due is not paid in full prior to this date, breeding may take place next cycle. If balance due is not pain on time for the second cycle, entire deposit is forfeited and breeding will not take place.

We understand that if any dispute arises out of this contract, such dispute will be handled and resolved only between *Buyer/Lessee/Breeder* and *Seller/Owner/Stud Dog Owner* and legal representatives hired by parties. We understand that neither party will take the dispute to social media or any internet forum or discuss the dispute with any other party during resolution time. After resolution, the dispute may be posted on social media and internet forums or discussed freely, but only with evidence-based facts. Any unproven allegations posted on social media or internet forums, or discussed in person, will be considered libel or slander, and the posting/discussing party will be legally and financially responsible for any damages resulting from such posting/discussion.

All disputes will be handled by mediation in *Seller's/Owner's/Stud Dog Owner's* county at *Buyer's/Lessee's/Breeder's* expense. If mediation does not resolve such dispute, we agree that litigation will be handled by civil court in *Seller's/Owner's/Stud Dog Owner's* county at *Buyer's/Lessee's/Breeder's* expense.

We, the undersigned, testify that we have read, understand, and agree to all terms and conditions expressed herein.

This contract, and all terms and conditions was approved by both parties on this ___ day of month, 20yy.

Buyer/Lessee/Breeder

Dayna Padgett
Seller/Owner/Stud Dog Owner

STATE OF _____

COUNTY OF _____

(Buyer/Lessee/Breeder) personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named who acknowledged to me that he/she/they signed, executed, and delivered the foregoing power of attorney on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the __ day of _____, 20__

NOTARY PUBLIC

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____