

Non-Refundable Puppy Deposit Agreement

<u>Puppy Preferences</u> <ul style="list-style-type: none">• <u>Gender:</u> • <u>Color:</u> 	<u>Litter Information</u> <i>(Breeder to complete)</i> <ul style="list-style-type: none">• <u>Litter:</u> • <u>Exp./Actual birthdate:</u>
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This agreement (“**Agreement**”), dated as of , 20 (the “**Effective Date**”), is between Jeannie Myers (“**Breeder**”), and (“**Buyer**”). Buyer agrees to place a \$ deposit (“**Deposit**”) on an American Cocker Spaniel puppy from Breeder.

1. Non-Refundable Deposit. Buyer acknowledges that the Deposit is **non-refundable** in all circumstances, including but not limited to if Buyer decides they do not want or are no longer able to take the puppy. Upon receipt of the Deposit, Breeder agrees to hold the puppy for Buyer until it is weaned and is ready for pick up or delivery between 8 and 12 weeks of age. The Deposit is to be paid in US Dollars and paid to Breeder via payment through Good Dog.
2. Buyer Acknowledgements. Buyer further acknowledges and agrees that (a) Breeder cannot control litter sizes, genders, or colors produced and that the wait time for puppies can be longer or shorter 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. Buyer’s Right to Transfer/Refund. Notwithstanding the foregoing, if a puppy that meets Buyer’s identified preferences is not available when it becomes Buyer’s turn to pick a puppy from the selected litter, Buyer’s Deposit is transferred to the next litter.
4. Refund at Breeder’s Discretion. If Buyer pays the Deposit, then later decides they do not want the puppy for any reason, Breeder is not required to refund the Deposit. In the event that there are no puppies or future planned litters, Breeder will refund the deposit to the Buyer.
5. 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 or delivered and ownership is transferred from Breeder to Buyer. The total purchase price for the puppy is \$. The foregoing purchase price does not include sales tax, delivery or shipping charges.
6. Review of Purchase Agreement & Guarantee. Buyer acknowledges that by placing the Deposit that the Buyer has read, understood, and agrees to the terms set forth in the Registration Purchase Agreement & Guarantee.
7. **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 without regard to the conflicts of laws provisions thereof.

BREEDER:

BUYER:

Name: Jeannie Myers
Address: _____
Cleveland, OH 44120
Phone: 216-340-4188
Email: BuckeyeCountryKennel@gmail.com

Name:
Address: _____

Phone: _____
Email: _____