

# Deposit Agreement

**Sale Price of Puppy:** \_\_\_\_\_ **Breed:** \_\_\_\_\_  
**Deposit Amount:** \_\_\_\_\_ **Date Deposit Was Sent or Being Sent** \_\_\_\_\_  
**Color of Puppy:** \_\_\_\_\_ **Sex:** Male or Female  
**Registration Type of Puppy:** \_\_\_\_\_  
**Balance Owed \$** \_\_\_\_\_ **to be paid in full on or before** \_\_\_\_\_.

**Name of Buyer:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City, State** \_\_\_\_\_  
**Phone and Email:** \_\_\_\_\_

## **For a puppy already born and available:**

Buyer is to have said puppy paid in full by the agreed date of \_\_\_\_\_. If above said puppy is not paid in full by the agreed upon date there will be a daily late fee charge of \$7 for up to 30 days. If puppy is still not paid in full within 30 days of the agreed upon date (including late fees), buyer forfeit any money already given. If a new agreement is agreed upon, written notice will be given in form of email or a signed letter. If any money is refunded, it will be at the discretion of the seller.

## **For a puppy that is not yet born:**

Once litter is born, seller will sent a notice and will provide pictures within 3 days. If they cannot provide pictures within 3 days, the seller will try to send as soon as they can. At 4 weeks the buyer will have the option of picking out their puppy. Choses are based on who provided a deposit for the litter first. Puppy will then need to be paid in full by the time that puppy is 12 weeks old. If above said puppy is not paid in full by the agreed upon date there will be a daily late fee charge and boarding of \$7 for up to 30 days. If puppy is still not paid in full within 30 days of the agreed upon date (including late/boarding fees), buyer forfeits any money already given. If a new agreement is agreed upon, written notice will be given in form of email or a signed letter. If any money is refunded, it will be at the discretion of the seller.

## **For everyone that sends a deposit:**

For pet owners: Breeder does not guarantee against hernias, collapse trachea, any type of parasites or mites, hypoglycemia, luxating patella and/or any condition that can be corrected over time or through a vet or can be caught/created at any time. These problems aren't reasons to return a puppy if they are proven in the initial puppy examination.

Breeders: If any life affecting physical condition is found by the breeder in a vet exam before the puppy is sent to the buyer, buyer understands they have the right to accept the puppy or place the deposit on a future litter.

By signing this agreement the buyer understands that there aren't any current guarantees/warranties that the dog will be breeding material. All puppies are pets first and are used for breeding second. The seller will keep the buyer aware of any new developments concerning their puppy.

Page 1 Initials: \_\_\_\_\_

If a puppy or dog is over 1 (one) year old, he/she is being sold As-Is. There is no guarantee written or implied. Buyer understands that all medical bills and all money given for the purchase of items for this dog is not the responsibility of the seller. Any dogs less than 1 (one) year old may come with a limited warranty and/or guarantee but the terms of that agreement is separate

All agreements and terms of sale are in writing and no verbal agreements will be made.

Please note that deposits are NON-REFUNDABLE. They are transferable if the puppy that is reserved is still less than 8 (eight) weeks old. If they are over 8 weeks of age, the deposit will be forfeited. If they are less than 8 weeks old, the deposit can be transferred to any other puppy or dog that is available, or can be on hold for a future litter that is available within 1 (one) year from the time the deposit was placed. There will be a minimum of 3 (three) future litters available where you can place your deposit on. Color, size, or any other physical qualities is not guarantee. Parentage could be different. Please take note of what you will be limited to. All puppies in their litters will be available to everyone (the public), and it will be up to the buyer to pick out which puppy they would like to reserve and place their deposit on. Buyer must understand that prices might be lower or higher than the initial puppy. Prices aren't guarantee for future puppies.

Again, all sales are final and there are NO refunds will be given due to buyer changing his or her mind about purchasing the puppy. Buyer understands that the deposit and all money given are non-refundable. If any money is given back it is under the discretion of the seller.

If the puppy or dog that is reserved is ready to leave at the agreed upon date and the seller is trying to get into contact with the buyer, but is not able to, the buyer forfeits their deposit for that puppy. The breeder will try to contact the buyer through email and phone calls at least 3 times over a 7 day period. If there is no answer or reply, the buyer forfeits the deposit amount and any other payment that was given can go towards a different puppy that is available or to a future litter within 1 year of the sale.

Any health warranties concerning the dog or puppy in question will be given in a separate agreement. This contract is not a health warranty.

**The Provisions Of This Warranty Shall Be Interpreted And Construed In Accordance With Laws And Statues Of The State Of Texas. The Venue For Any Litigation Concerning This Warranty Will Be Limited To Travis County, Texas Under A Non-Jury Proceeding.**

**Buyer agrees that all dealings and actions done by both buyer and seller concerning this transaction are between them two. Buyer understands that all information should be kept confidential unless the seller gives written or emailed permission. This is not limited to the one year guarantee or to the life span of the puppy/dog in question. Buyer understands that failure to comply with this agreement means that they will owe the seller/breeder a monetary amount of \$5000 or the county's small claims court maximum.**

By signing this deposit agreement buyer agrees to all above terms.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller's Details: \_\_\_\_\_

\_\_\_\_\_