

Sample Document

Puppy Deposit/Reservation Agreement



Our Appalachian Doodles
5360 Upper Mud River Road
Branchland, West Virginia 25506
(681) 775-7439
OurAppalachianDoodles@gmail.com
OurAppalachianDoodles.com

Puppy Deposit/Reservation Agreement

Breeder/Seller

Jessica Tyler / Our Appalachian Doodles

5360 Upper Mud River Road
Branchland, West Virginia 25506

(681) 775-7439

ourappalachianoodles@gmail.com

Buyer(s)

Buyer Name

Buyer Street Address
Buyer City, State, Zip Code

Buyer Phone Number

Buyer Email

Puppy Description

Puppy ID/Name:

Date of Birth:

Gender:

Breed:

Purchase Price:

Litter Information

Dam:

Sire:

Coat Color:

Generation:

Microchip #:

The following is a binding agreement between Our Appalachian Doodles, referred to as "OAD" and the identified buyer(s), referred to as "Buyer" for the reservation fee of one puppy identified as "Puppy". The purpose of this agreement is to protect both OAD and the Buyer. The \$300.00 Deposit/Reservation from the Buyer as a non-refundable holding fee for the purchase of the OAD Puppy identified above.

For your non-refundable holding fee to be accepted, please agree to the following terms:

1. **Buyer Acknowledgements:** Buyer acknowledges and agrees that a non-refundable Deposit in the amount of \$300.00 was received from the Buyer on DATE. The deposit/reservation holding fee

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2. **Buyer Acknowledgements:** Buyer acknowledges and agrees that OAD is offering this Puppy for the full purchase price of \$(Purchase Price), *excluding any applicable transaction and/or delivery/transportation charges*. The Buyer agrees that (a) the Deposit in the amount of \$300.00 *plus any applicable transaction fees* has been applied to the purchase price of the puppy and (b) the remaining balance of \$(Balance Due) is payable at the time of delivery of the Puppy. For local delivery or pick-up at the Breeder's home, a cash payment or payment by approved payment method must clear the Breeder's account before the physical transfer of the puppy. If Breeder and Buyer are meeting, a transportation fee may apply and must be paid 1-week prior to the meet date. If the Buyer is paying by another OAD approved payment method, payment must be made in advance and clear OAD's account before leaving the Breeder. If the Puppy is being picked up by a nanny or other transportation service, payment must be made in advance and clear OAD account before the Puppy leaves the Breeder.

OAD Approved payment methods: Cash (US Dollars), PayPal, Venmo, or Good Dog (pay.gooddog.com/our-appalachian-doodles).

3. **Buyer Acknowledgements:** Buyer acknowledges and agrees that the Puppy comes with a Spay/Neuter Provision unless otherwise stipulated in an OAD Breeding Rights Contract. The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than the age of 14 months and providing proof of such spaying/neutering to Breeder within one month of completion of procedure. In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$3000.00 if puppy/dog is not spayed/neutered in accordance with this Agreement.
4. **Buyer Acknowledgements:** Buyer acknowledges and agrees that No Unauthorized Breeding of the dog is authorized. The Puppy is being sold solely as a companion and breeding of the Puppy is expressly prohibited unless otherwise stipulated in an OAD Breeding Rights Contract. If at any time the Puppy has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately [and pay Breeder \$3000.00 fine per litter and \$2000.00 per puppy produced] and (b) all of Breeder's warranties set forth in this Agreement will become null and void.
5. **Buyer Acknowledgements:** Buyer acknowledges and agrees that due to safety concerns, OAD does NOT ship puppies. The Buyer must pick up the puppy, meet the Breeder at an agreed-upon location, arrange a Flight Nanny, or arrange for a ground transportation service to pick up the Puppy. OAD is not liable for the Puppy's

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transportation once the puppy is picked up by the Buyer or Buyer's transportation representative.

6. **Buyer Acknowledgements:** Buyer acknowledges and agrees that if they decide to fly home with the Puppy, the Buyer must select an airline that allows the puppy to fly home at 8 weeks of age. Puppies that will be traveling by air will receive a veterinary health certificate from OAD at an additional cost to the Buyer. It is the Buyer's responsibility to check and follow all airline requirements including the purchase of an airline-approved carrier. Any additional travel and/or delivery charges assessed by the Buyer will be invoiced separately to the Buyer.
7. **Short-Term Health Warranty:** The Puppy will be examined at 7-8 weeks of age by a licensed veterinarian. Buyer, at their own expense, must have the Puppy examined by their licensed veterinarian within 72 hours of transfer from OAD. If, within the examination period, a licensed veterinarian finds the Puppy to be unhealthy or unfit for sale, the Puppy may be returned to Breeder for a full refund of the Purchase Price or a replacement puppy. Any transportation costs for puppy return are the responsibility of the Buyer. The veterinarian must provide a written statement deeming the Puppy "unfit for purchase", which must be sent to OAD within 48 hours of the veterinary examination. The Short-Term Health Warranty excludes any health issues caused by Buyer's ill-treatment, abuse or neglect, any health issues that result from the Puppy's transportation after leaving OAD and all minor illnesses and health issues, including but not limited to upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
8. **Long-Term Health Warranty:** OAD provides a two-year health warranty from Puppy's date of birth against any debilitating genetic conditions. Debilitating genetic defects are defined as those present since birth that are either life threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies). The Buyer must supply any requested veterinary records related to the dog's condition to the seller within seven days of diagnosis. OAD has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller's choice at the Seller's expense. If a necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.

If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next

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available litter. The Puppy need not be returned, provided there is proper documentation of the congenital issue. Should the Buyer elect to return the Puppy, Buyer shall be responsible for any and all transportation expenses. If the Buyer elects to take a replacement puppy. OAD determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-12+ months. Color or gender of the replacement puppy is not guaranteed. Transportation fees will not be refunded, and any costs associated with the transportation of a replacement puppy are to be covered by Buyer. If the Puppy is euthanized or in any way disposed of, without a second opinion from OAD's veterinarian, the buyer waives all rights to a replacement puppy.

This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury, or any condition that can be corrected by veterinarian treatment and any other preventable conditions and expressly do not include those not considered life threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening.

This Health Guarantee is non-transferable. This Health Guarantee is between OAD and the Buyer as listed, and does not transfer ownership if the Puppy is sold, gifted or transferred in any way to a third party. By signing below the Buyer acknowledges and agrees to the terms of the Health Guarantee & Unauthorized Breeding provisions in this agreement.

9. **Buyer Acknowledgements:** Buyer acknowledges and agrees that Puppy will receive a Fi Nano Microchip at the age of 7 weeks. There is no annual cost or fee for updating the Buyer information for the Fi Nano Microchip. OAD will register the Fi Nano Microchip under the Buyer's name and contact information before the Puppy's pickup unless the TrBuyer elects to have an alternative microchip placed by their veterinarian. It is the Buyer's responsibility to notify OAD in writing before the placement if they elect to have their veterinarian administer an alternative microchip. If the Buyer elects to have their veterinarian place an alternative microchip, it is the Buyer's responsibility to provide proof of the microchip placement along with the 72-hour veterinary visit documentation to OurAppalachianDoodles@gmail.com.
10. **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 West Virginia without regard to the conflicts of laws provisions thereof.

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BREEDER/SELLER

BUYER(S)

Jessica Tyler/Our Appalachian Doodles

Buyer's Name, Buyer

Date

Date

¹ West Virginia State Sales Tax is required on the full purchase price when the Buyer is a resident of West Virginia or the Puppy is picked-up or delivered in West Virginia.

Our Appalachian
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