

Our Appalachian Doodles

5360 Upper Mud River Road Branchland, West Virginia 25506 (681) 306-0200 OurAppalachianDoodles@gmail.com OurApplachianDoodles.com

Puppy Deposit Agreement

Jessica Tyler / Our Appalachian Doodles	[BUYER NAME]
5360 Upper Mud River Road Branchland, West Virginia 25506	[BUYER ADDRESS]
(681) 306-0200	[BUYER PHONE]
ourappalachiandoodles@gmail.com	[BUYER EMAIL]
Puppy Description	Litter Information
Puppy ID/Name:	Dam:
Puppy ID/Name: Date of Birth:	<mark>Dam:</mark> <mark>Sire:</mark>
Date of Birth:	Sire:

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. On [DATE], OAD received a \$300.00 deposit 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:

 Non-Refundable Deposit. Buyer acknowledges that the \$300.00 holding fee received on [DATE] for an available puppy is non-refundable in all circumstances, including but not limited to if Buyer decides s/he does not want or is no longer able to take the puppy. Upon receipt of the Deposit, Breeder agrees to hold the puppy for Buyer until the puppy has been weaned and is 8 weeks old or other age when Breeder deems the puppy to be available to go home. All payments under this Agreement shall be made in US dollars and paid to Breeder via one of Breeder's preferred payment methods.



- 2. 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 \$5000.00 if puppy/dog is not spayed/neutered in accordance with this Agreement.
- Buyer Acknowledgements: Buyer acknowledges and agrees that No Unauthorized Breeding of the dog is authorized. The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited unless otherwise stipulated in an OAD Breeding Rights Contract. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately [and pay Breeder \$5000.00 per litter of offspring] and (b) all of Breeder's warranties set forth in this Agreement will become null and void.
- 4. Buyer Acknowledgements: Buyer acknowledges and agrees that puppies can have certain common ailments upon coming home. Urinary tract infections (UTI), parasites, ear infections, soft stools, and allergy issues are all possible and common puppy issues. While OAD routinely deworms and monitors for potential parasites, UTIs, ear infections, and soft stools, sometimes the stress of leaving the breeder causes issues to flare up. I understand it will be my responsibility to treat and care for my new puppy once the Puppy leaves OAD.
- 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 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. 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 Buyer 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.
- 8. **Buyer Acknowledgements:** Buyer acknowledges and agrees that the balance of the price **\$**[AMOUNT] which includes any applicable West Virginia sales tax, is payable at the time of pick-up of the Puppy or when the Puppy is 8 weeks of age if a later pick-up date has been arranged between OAD and the Buyer. If the Puppy is being picked up at the Breeder's location or an agreed-upon meeting point, a cash payment is required. If the Breeder and Buyer are meeting at a location other than the Breeder's home, a transportation fee may apply and must be paid 1-week before the meet date. If the Buyer pays by another OAD-approved payment method, payment must be made in advance and clear the OAD's account before the Puppy leaves Breeder's possession. If the Puppy is being picked up by a nanny or other transportation service, full payment must be made in advance and clear OAD's account before leaving the Breeder's possession.
- 9. **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.

BREEDER/SELLER

BUYER(S)

Jessica Tyler/Our Appalachian Doodles

[BUYER NAME], Buyer

Date

Date



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