

Non-Refundable Puppy Reservations Fee Agreement

- 1. Non-Refundable Reservations Fee: Buyer acknowledges that the Deposit is non-refundable in all circumstances, including but not limited to if Buyer decides he/she 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 it has been weaned and ready for pick up.
- 2. <u>Buyer Acknowledgements:</u> Buyer further acknowledges and agrees that (a) Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected; (b) the Deposit gives the buyer a "pick" of the desired puppy from a litter once born which can be transferrable to any puppy that is available across multiple litters; (c) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult.
- 3. <u>Refund at Breeder's Discretion:</u> If Buyer pays the Deposit, then later decides s/he does not want the puppy for any reason, Breeder is not required to refund the deposit. If, however, Breeder is able to sell the puppy to another buyer within a reasonable amount of time after Buyer notifies Breeder of his/her decision, Breeder may (in its sole discretion) refund the Deposit to the Buyer.
- 4. <u>Final Purchase Price</u>: Breeder and Buyer agrees 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 and/or ownership is transferred from Breeder to Buyer.
- 5. <u>Governing Law:</u> 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 Texas without regard to the conflicts of laws provisions thereof.

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DREEDER:		BUYEK:	BUYEK;	
Name:		Name:		

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