

Simply Standard Poodles

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Puppy Deposit Receipt & Holding Agreement

The following agreement is between Kristin Leest (breeder), hereafter referred to as "Seller," and _____, and hereafter referred to as "Buyer."

In consideration of a non-refundable deposit of \$ _____ as prepayment of the puppy described below,

The following terms and conditions are agreed to between Seller and Buyer:

- 1) When a reservation for a dog is placed, a deposit is required and is non-refundable.
- 2) When puppies become available, the deposit will be honored according to date deposit is received.
- 3) The puppy is sold on a Spay/Neuter contract with health guarantees. (Please refer to the Sale Contract for all guarantees)
- 4) The deposit will hold the puppy until it has been weaned and is ready for pick up. If the remaining balance is not paid within five business days from the notification of the pups' availability, seller may offer said puppy to another owner without further obligation to buyer placing this deposit.
- 5) Puppies will not be released to new homes until the minimum age of 8 -10 weeks.
- 6) At the time Purchaser acquires physical possession of the dog, the deposit shall be applied to the purchase price.
- 7) If within one year of the receipt of the deposit, the Seller has not offered a suitable puppy as described below to the Buyer, the deposit will be refunded.
- 8) The Seller reserves the right to cancel this contract, in which case the deposit will be refunded in full.

Puppy Information

Seller agrees to sell and Buyer agrees to buy one poodle puppy as follows:

Variety: Standard

Color: Black Brown Cream/White Other _____ Doesn't Matter

Sex: Male Female Doesn't Matter

Other Puppy Information:

Deposit Amount: _____ Agreed Puppy Price: _____ Amount Due: _____

Signatures:

By signing below, I acknowledge that I have both read and agree to the conditions set forth in this contract. I further acknowledge that I understand that this deposit is non-refundable (except in the case that the puppy becomes unavailable), and will be forfeited if I decide not to take delivery of the puppy as agreed. This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the state of South Carolina without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Charleston County, South Carolina and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees.

Buyer: _____

Seller: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

E-Mail: _____

E-Mail: _____

Signature: _____

Signature _____

Date: _____

Date _____