

Elite Goldendoodle Puppies of Nashville

Down payment Puppy Reservation Agreement - HOLIDAY RESERVATION FORM (2 pages)

Buyer's name: _____

Mailing Address: _____

Phone Number: _____

Email _____

Purchase price-**non started** puppies -Please circle your choice:

\$2,650: Cream, Apricot & Black

\$2,750 for red

\$2,900 for chocolate

Amount of non refundable down payment (deposit) \$1,325. (This is your receipt!)

I am reserving an unborn puppy _____, I am reserving a born puppy _____, I am reserving a started puppy _____(Please check).

Please circle selection:

Gender: Male , Female , either sex.

Breed: Goldendoodle Generation: F1B, F1, /EITHER

You are #_____ on our waiting list

Conditions of Contract:

1. Down payment is being placed for the above described puppy from a 2019 litter.
2. Breeder agrees to contact buyer if a puppy is born that fits their specifications (Puppy may be from any litter).
3. Down payment (Deposit) is non refundable if buyer requests a refund after they have reserved a specific puppy and such puppy is available to buyer, be it by verbal agreement, photo on the internet or in writing. Charge-back is considered breach of contract and legal action will be taken to recover fees.
4. If breeder does not have a puppy that fits the buyer's reservation specifications, down payment will be refunded to buyer, unless buyer chooses to apply it to a purchase of a different puppy from this litter or the very next upcoming litter.
Holiday deposits cannot be applied to future litters and are non refundable for simply changing your mind, therefore in such case, your deposit will be forfeited.
5. Buyer has been placed on a waiting list in the above shown order.
6. Down payment is accepted in personal check, pay pal or wire transfer only. Please add \$15 for wire transfer. Pay pal payment option on website includes pay pal fees of \$46.
7. Seller reserves the right to terminate this agreement for any reason at any time by returning down payment (Deposit) to buyer.

8. Attorney/court Fees. In the even that buyer breaches this contract: Any litigation, arbitration, or other proceeding by which seller either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the seller shall be awarded its reasonable attorney fees, and costs and expenses incurred from any lawsuit resulting from breaching this contract . Any lawsuit pertaining to this contract shall take place in Dickson county Tn.

9. Counterparts; Electronic Signatures. This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.

Puppy pick up policy:

a. Buyer will pick up the puppy on the designated pick up date- at 6- 8 weeks old, unless puppy benefits from staying longer, in which case Seller will notify buyer of a different pick up date.

b. Buyer has a 72 hour window from the designated pick up date provided by the seller to pick up the puppy unless otherwise agreed in advance. This applies to puppies that are not ready to go home yet being too young or newly born litters. If puppy is not picked up within the 72 hour pick up time window, buyer agrees to pay seller a boarding fee of \$35 a day until puppy is picked up.

c. For puppies that are ready to go home; Buyer has 72 hour window to pick up their puppy from the date deposit was received. If puppy is not picked up within the 72 hour pick up time window, buyer agrees to pay seller a boarding fee of \$35 a day until puppy is picked up unless agreed otherwise in advance with sellers consent.

d. Buyer must make advanced arrangements in the case of puppy boarding and pay boarding fees in advance.

10. Balance is due and accepted in cash only when puppy is picked up in person.

Travel/Shipping

As soon as the puppy is ready for travel, the puppy will typically travel within seven to fourteen days of the effective date of this Agreement and buyer must be ready to receive puppy upon 48 hours advanced notice from seller. Occasionally, a puppy may need additional time with its breeder before travel. The final determination of the travel date for the puppy is made by the puppy's breeder and the breeder's veterinarian, with the health of the puppy being the primary determining factor. Transportation of the puppy is provided by, and generally arranged through, third parties. Occasionally, there may be delays for numerous reasons, including, but not limited to, weather, temperature restrictions, logistics, mechanical failure or other unforeseen events. Elite Goldendoodles shall not be liable, directly or indirectly, for any delays, including, without limitation, those that may cause Customer inconvenience or financial loss, nor shall any delay be a valid cause for cancellation of Customer's purchase of the puppy. Customer understands and agrees that no refund shall be provided by

Elite Goldendoodles due to any airline/airport delays or cancellations of the puppy's flight, whether such travel is domestic or international. Customer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into any state. Puppy shall be paid in full and in advance including; Purchase price, crate, airfare, USDA vet health certificate and all expensed pertaining to shipping

Breeder & Buyer understand and agree to all conditions stated in this contract.

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____