**Non-Refundable deposit Agreement**

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| --- | --- |
| **Puppy Preferences**  Preferences cannot be guaranteed -   * Gender Preference: Circle one   Male Female Either   * Color Preference\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   No guarantees | **Litter Information**  *(Breeder to complete information)* Parents   * Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * DOB or Expected DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

This agreement (“**Agreement**”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_\_ between

Whimsical Australian Labradoodles aka Judy Dorough and/or Gail Tighe, hereafter known as “Breeders”,

and the below listed Buyer(s), hereafter known as “Buyer(s)”.

Buyer(s) agrees to place a $300.00 deposit on a Whimsical Australian Labradoodles registered Australian Labradoodle puppy as described above.

The total purchase price for the puppy is $3000.00 plus CA sales tax.

**Buyer(s)**

Name #1:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name #2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Driver’s License State: \_\_\_\_\_\_\_

Phone #2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Home Address** - Physical Address - **No P.O.’s**

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_

**Mailing Address (if different)**:

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_ Zip Code:\_\_\_\_\_\_

**Puppy’s Home Address** **(if different)**:

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_ Zip Code:\_\_\_\_\_\_

The following term apply:

1. Buyer(s) acknowledges that this deposit is non-refundable in all circumstances, unless the specified gender for the puppy described above is not available or the bitch does not carry to full term resulting in no live births.
2. Buyer(s) understands that the non-refundable deposit includes all circumstances, including, but not limited to, if Buyer(s) decides s/he does not want or is no longer able to take the puppy.
3. The deposit shall be made in US Dollars, by cash, Zelle, check or PayPal. Buyer(s) agrees to pay all fees if using PayPal.
4. Buyer(s) agrees
5. Whimsical may reserve the 1st pick of a litter for our program.
6. Whimsical cannot control color or litter size. The deposit gives Buyer(s) a “pick” placement, but does not guarantee a puppy or that Buyer(s)’s color preferences will be available when it is Buyer(s)’s turn to pick.
7. Once the deposit is received and cleared our bank, Buyer(s) will be assigned the next available place in line. Buyer(s)’s placement in line is not negotiable.
8. Breeder cannot and shall not guarantee any specific qualities of the puppy when it becomes an adult.
9. Buyer(s) understands they may pick up their puppy between 8 and 9 weeks of age. Late pickups may incur boarding costs. Late pickup is after 9 weeks of age unless there is a prior written agreement.
10. Buyer(s) has the right to transfer their deposit to an upcoming litter if a puppy that meets the Buyer(s) identified preferences is not available when it becomes Buyer(s) turn to pick a puppy from the above selected litter. Buyer(s) may elect to have their deposit transferred to the next litter.
11. Refunds. Breeder shall not, nor are they required to refund the deposit.

***Exception:*** *Breeders agrees to Refund paid deposit if the sex they desired is not available in the described expected litter. Sex preference must be listed above.*

1. The deposit will be applied to the purchase price of the puppy. The remaining balance will become due one (1) week before the puppy is picked up from the Breeder. If paying by check, check must clear the bank prior to puppy pick-up. No exceptions.
2. The purchase price does not include other charges, for example, late pick-up boarding charges, delivery, or shipping charges.
3. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, County of Riverside or San Bernardino, City of Riverside or San Bernardino, without regard to the conflicts of laws of other countries, states, counties, or cities.

*I/we have read, understand, and agree to the above terms and conditions.*

Buyer(s) Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer(s) Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thank you for choosing and trusting us.

Whimsical Australian Labradoodles

Gail and Judy