



Our Appalachian Doodles
5360 Upper Mud River Road
Branchland, West Virginia 25506
(304) 972-2861
OurAppalachianDoodles@gmail.com
OurAppalachianDoodles.com

Puppy Deposit Agreement

Puppy Description or Buyer Preferences

Puppy ID/Name:

Gender:

Coat Color:

Breed/Generation

Litter Information

Sire/Dam:

Date of Birth:

Date Expected:

Other:

Breeder/Seller

Jessica Tyler dba Our Appalachian Doodles

5360 Upper Mud River Road
Branchland, West Virginia 25506

(304) 638-1288

ourappalachiandoodles@gmail.com

Buyer(s)

This agreement ("Agreement"), dated as of [date] (the "Effective Date"), is between Jessica Tyler DBA Our Appalachian Doodles ("Breeder"), and [Buyer name] ("Buyer"). Buyer agrees to place a \$ [deposit amount] deposit ("Deposit") on a puppy referenced above from Breeder.

This deposit is for:

An available puppy

- 1. Non-Refundable Deposit.** Buyer acknowledges that the \$300.00 Deposit (*plus any applicable transaction fee and/or West Virginia sales tax*) 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. Good Dog payment link:
<https://pay.gooddog.com/our-appalachian-doodles>.

- A puppy from an upcoming litter (Waitlist)

Partially Refundable Deposit. Buyer acknowledges that the \$300 Waitlist Deposit (*plus any applicable transaction fee and/or West Virginia sales tax*) is PARTIALLY REFUNDABLE with ½ of the amount (\$150) being Refundable and can be refunded for any reason until the time the Buyer has selected a puppy. Transaction fees are not refundable. Upon puppy selection the deposit is Non-Refundable. There is no way that you can know for sure that we will have a puppy for you in the future, and we understand that. We fully respect your decision if you find a puppy elsewhere or change your mind for any other reason. The deposit amount will be deducted from the purchase price. Upon receipt of the Deposit, Breeder agrees to place the buyer on the Waitlist of choice based on the date that the deposit is received. All payments under this Agreement shall be made in US dollars and paid to Breeder via one of Breeder's preferred payment methods. Good Dog payment link: <https://pay.gooddog.com/our-appalachian-doodles>.

Waitlist Provisions:

- Buyer Acknowledgements.** 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 Buyer a "pick" place, but does not guarantee a puppy or that Buyer's preferences will be available when it is Buyer's turn to pick; (c) pick places are given on a first-come first served basis and Buyer's place in line is not negotiable; and (d) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult.
- Buyer's Right to Transfer:** if a puppy that meets Buyer's identified preferences is not available when it becomes Buyer's turn to pick a puppy from the selected litter, Buyer may elect to have the Deposit transferred to the next litter. Buyer will continue to hold a reserved spot on the waitlist based on their deposit date.

Provisions for all Buyers:

- Buyer Acknowledgements:** Buyer further acknowledges and agrees that the puppy comes with a Spay/Neuter Provision. 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.

- 5. **Buyer Acknowledgements:** Buyer further 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. 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.
- 6. **Final Purchase Price.** Breeder and Buyer agree 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. [The total purchase price for the puppy

- For this available puppy the purchase price is \$ [purchase price for available puppy]
- For a Waitlist puppy the price will range from \$ [beginning price] to \$ [ending price].
The foregoing purchase price does not include any delivery or shipping charges.

- 7. **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]

Date

Date

