



# Clarion Poodles

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## Puppy Deposit Receipt & Holding Agreement

The following agreement is between Ann Kennedy (breeder), hereafter referred to as "Seller," 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) At the time Purchaser acquires physical possession of the dog, the deposit shall be applied to the purchase price.
- 3) The Seller reserves the right to cancel this contract, in which case the deposit will be refunded in full.
- 4) 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.
- 5) Puppies will not be released to new homes until the minimum age of 10 -12 weeks.
- 6) When puppies become available, the deposit will be honored according to date deposit is received.
- 7) The puppy is sold on a Spay/Neuter contract with health guarantees. (Please refer to the Sale Contract for all guarantees)

### Puppy Information

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

Variety:     Toy     Miniature     Doesn't Matter     Preferred

Color:     Black     Brown     Cream/White     Other \_\_\_\_\_  Doesn't Matter     Preferred

Sex:     Male     Female     Doesn't Matter     Preferred

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 California 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 San Joaquin County, California 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: \_\_\_\_\_