

EAST COAST AUSSIES

Puppy Deposit & Reservation Agreement

This Puppy Deposit & Reservation Agreement ("Agreement") is entered into between **East Coast Aussies ("Breeder")** and the undersigned **Buyer** for the reservation and future purchase of a puppy.

BUYER INFORMATION

Buyer Name: _____

Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

PUPPY / LITTER INFORMATION

Breed: Toy / Miniature Australian Shepherd

Sire: _____

Dam: _____

Litter / Date of Birth, if known: _____

Specific Puppy, if selected: _____

Sex Preference: Male / Female / No Preference

Color Preference: _____

Reservation / Pick Position, if applicable: _____

PURCHASE PRICE & DEPOSIT

The required puppy reservation deposit is \$200.00.

The \$200 deposit will be credited toward the final purchase price of the puppy.

Because a deposit may be placed before a specific puppy has been selected or born, the total purchase price and remaining balance may not yet be determined at the time this Agreement is completed. The applicable purchase price and remaining balance will be confirmed by East Coast Aussies before the final sale and transfer of the puppy. The date and method of deposit payment will be documented by the payment record issued through East Coast Aussies' payment processor

WHAT THE DEPOSIT RESERVES

The deposit reserves a puppy or a position for puppy selection from East Coast Aussies and will be credited toward the final purchase price.

Unless a specific puppy has already been selected and identified in this Agreement, the deposit does **not** guarantee a particular puppy, color, markings, eye color, adult size, coat, temperament, or other physical characteristic.

East Coast Aussies will make every reasonable effort to accommodate Buyer's preferences, but litter size, sex, color, markings, development, and availability are determined by nature and cannot be guaranteed.

BUYER CANCELLATION — NON-REFUNDABLE DEPOSIT

Once this deposit has been accepted, East Coast Aussies will reserve a puppy or reservation position for Buyer and may decline or discontinue offering that placement to other prospective buyers.

If Buyer later:

- changes their mind;
- purchases or obtains another puppy;
- decides they are not ready for a puppy;
- fails to complete the purchase;
- fails to make the remaining payment when due;
- fails to take possession of the puppy as agreed; or
- otherwise voluntarily cancels the purchase,

the deposit will not be refunded.

Buyer and Breeder agree that the retained deposit represents reasonable compensation for reserving the placement, removing or limiting its availability to other prospective buyers, administrative time, and the difficulty of determining the Breeder's actual loss when a reserved sale is cancelled.

The retained deposit is intended as **agreed liquidated damages and not as a penalty.**

If the deposit is retained because Buyer fails to complete the purchase, East Coast Aussies will not seek additional monetary damages solely for Buyer's failure to complete that puppy purchase.

EXTENUATING CIRCUMSTANCES

East Coast Aussies understands that, on rare occasions, serious and unforeseen circumstances may arise that make it impossible or unreasonable for a Buyer to proceed with the purchase of a puppy.

Although deposits are otherwise non-refundable under this Agreement, **East Coast Aussies may, at its sole discretion, choose to refund all or part of**

a deposit when the Breeder determines that exceptional circumstances warrant doing so.

Any such refund is a courtesy considered on a case-by-case basis and is **not guaranteed or required**. A refund granted in one situation does not create an obligation to provide a refund in another situation and does not change the general non-refundable nature of deposits under this Agreement.

East Coast Aussies may instead offer the Buyer the option to transfer the deposit to another puppy or future litter when the Breeder believes that is appropriate.

Any refund, partial refund, or transfer granted under this section must be confirmed by East Coast Aussies in writing.

TRANSFERRING A DEPOSIT

East Coast Aussies understands that circumstances sometimes change.

At the **sole discretion of East Coast Aussies**, a Buyer who cannot proceed with the originally planned puppy may be permitted to transfer the deposit to another available puppy or future litter.

A transfer is a courtesy and is **not guaranteed**.

Any transfer must be approved by East Coast Aussies in writing.

Unless otherwise agreed in writing, transferring a deposit does not guarantee the timing, sex, color, markings, size, or availability of a puppy in a future litter.

IF EAST COAST AUSSIES CANNOT PROVIDE THE PUPPY

If East Coast Aussies cannot provide Buyer with an appropriate puppy because:

- the planned breeding does not result in a pregnancy;
- the litter is smaller than anticipated;
- a puppy of the agreed sex is not available;
- the reserved puppy develops a health or developmental concern;
- the Breeder determines that the puppy should be retained;
- the Breeder determines that the puppy should not be placed at that time; or
- another circumstance beyond Buyer's control makes the reserved puppy unavailable,

Buyer may choose:

1. Transfer the full deposit to another available East Coast Aussies puppy or future litter; **or**

2. Receive a full refund of the deposit.

If Buyer chooses to transfer the deposit, East Coast Aussies cannot guarantee when a suitable puppy will become available.

BREEDER'S RIGHT TO REFUSE PLACEMENT

The welfare of the puppy comes first.

East Coast Aussies reserves the right to discontinue a sale at any time before the puppy is transferred if the Breeder reasonably believes the placement is not appropriate or in the best interest of the puppy.

If East Coast Aussies elects not to complete the sale for reasons unrelated to fraud, material misrepresentation, or a material breach of this Agreement by Buyer, **all money paid by Buyer toward the puppy will be refunded.**

If the sale is discontinued because Buyer intentionally provided materially false or misleading information, the deposit may be retained under the Buyer Cancellation provisions of this Agreement.

PUPPY SELECTION

When puppies are selected by reservation or pick order, selection will occur according to the order established by East Coast Aussies.

East Coast Aussies reserves the right to retain any puppy for its own breeding program before final puppy selections are completed.

A puppy is not considered individually reserved until East Coast Aussies confirms that puppy's selection.

AGE AT PLACEMENT

No puppy will be released to Buyer before it is legally old enough to leave East Coast Aussies.

Unless an exception permitted by law applies, an East Coast Aussies puppy will **not leave before eight (8) weeks of age.**

The Breeder may keep an individual puppy beyond eight weeks when the Breeder believes additional time is in that puppy's best interest.

FINAL PAYMENT

The required puppy reservation deposit is **\$200.00.**

The \$200 deposit will be credited toward the final purchase price of the puppy. Because a deposit may be placed before a specific puppy has been selected or born, the **total purchase price and remaining balance may not yet be determined at the time this Agreement is completed.** The applicable

purchase price and remaining balance will be confirmed by East Coast Aussies before the final sale and transfer of the puppy.

The date and method of deposit payment will be documented by the payment record issued through East Coast Aussies' payment processor.

PICKUP

East Coast Aussies will notify Buyer when the puppy is ready for placement and will work with Buyer to arrange a mutually acceptable pickup, delivery, or meeting date, as applicable.

Any anticipated placement date discussed before the puppy is ready is an **estimate only** and may change based on the puppy's birth date, age, health, development, availability, or other circumstances affecting placement.

Buyer agrees to make reasonable arrangements to receive the puppy once East Coast Aussies has confirmed that the puppy is ready to leave.

If Buyer is unable to take possession within a reasonable time after the agreed placement date, Buyer must promptly contact East Coast Aussies to make alternate arrangements.

Additional boarding, veterinary, transportation, or other expenses resulting from a delayed pickup may be charged when discussed and agreed upon in advance.

No puppy will be released before it is legally old enough to leave East Coast Aussies. Buyer agrees to make reasonable arrangements to receive the puppy when East Coast Aussies determines the puppy is ready to leave.

MARYLAND LAW

This Agreement will be governed by the laws of the **State of Maryland**.

Any provision of this Agreement that conflicts with applicable federal, Maryland, or local law will be interpreted or limited as necessary to comply with that law without invalidating the remainder of the Agreement.

ENTIRE DEPOSIT AGREEMENT

This document contains the agreement between Buyer and East Coast Aussies concerning the puppy reservation and deposit.

Changes or exceptions to these terms must be agreed to by both parties in writing.

Electronic signatures and electronically transmitted copies of this Agreement may be accepted by East Coast Aussies to the extent permitted by law.

ACKNOWLEDGMENT

By signing below, Buyer acknowledges that Buyer:

has read this Agreement;
understands the deposit and refund provisions;
understands that Buyer cancellation normally results in forfeiture of
the deposit;
understands that a transferred deposit is permitted only with East
Coast Aussies' approval; and
agrees to the terms stated above.

Buyer Signature: _____

Printed Name: _____

Date: _____

Breeder Signature: _____

East Coast Aussies

Date: _____

DEPOSIT RECEIPT

Amount Received: \$ _____

Date Received: _____

Payment Method: _____

Received By: _____