

PUPPY DEPOSIT / HOLDING AGREEMENT

(Private Sale)

This Deposit / Holding Agreement ("Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and between:

Seller:

Name: _____

City / State: _____

Phone: _____

Email: _____

Buyer:

Name: _____

Address: _____

Phone: _____

Email: _____

1. Purpose of Deposit

Buyer wishes to reserve / hold a puppy from Seller's current or upcoming litter. Seller agrees to hold the selected puppy for Buyer in exchange for the deposit described below, subject to the terms of this Agreement and the final Puppy Sale Contract.

2. Puppy Being Held

Puppy Name (if assigned): _____

Date of Birth (or expected): _____

Sex: _____ Color / Markings: _____

☐ Specific puppy selected ☐ Next available puppy of preferred sex/color (describe preference): _____

3. Deposit Amount and Payment

Deposit Amount: \$ _____

Payment method: _____ Date received: _____

The deposit will be applied toward the total purchase price of the puppy at the time of final sale and transfer of possession.

4. Non-Refundable Nature of Deposit

The deposit is non-refundable except as expressly provided in Section 5 below. By paying the deposit, Buyer is reserving the puppy and taking it off the market. If Buyer later decides not to complete the purchase for any reason (including change of mind, inability to pick up the puppy, failure to complete the Puppy Sale Contract, or failure to pay the balance due), the deposit will be retained by Seller as liquidated damages and compensation for holding the puppy and lost opportunity to sell to another buyer.

Buyer Initials acknowledging the non-refundable nature of the deposit (except as stated in Section 5): _____

5. Limited Circumstances for Refund of Deposit

Seller will refund the deposit to Buyer only in the following situations:

a. The selected puppy dies, becomes seriously ill, or is otherwise unavailable for transfer through no fault of Buyer;

- b. Seller is unable to provide a puppy meeting the agreed description (if a specific preference was reserved); or
- c. Seller otherwise cancels the reservation.

In such cases, Seller may, at Buyer's option, either refund the deposit or apply it toward another available puppy from the same or a future litter (if mutually agreed). In addition, in approved cases at Seller's sole discretion, a deposit may be transferred to another available puppy even if the original puppy remains available. Any such transfer must be agreed to in writing by Seller.

6. Balance Due and Final Sale Contract

The remaining balance of the purchase price is due in full before or at the time Buyer takes possession of the puppy. Transfer of ownership will occur only after full payment and execution of Seller's Puppy Sale Contract. This Deposit Agreement does not itself transfer ownership of the puppy.

Buyer acknowledges that the final terms of sale (including health provisions, limited remedies, as-is language, and registration terms) will be governed by the separate Puppy Sale Contract that Buyer will be required to sign before taking possession.

7. Pickup / Transfer Timeline

Puppies are typically ready to go to their new homes at approximately 10 weeks of age. Seller will notify Buyer of the expected pickup date. Buyer agrees to pick up the puppy (or make mutually agreed shipping arrangements) within seven (7) days of being notified that the puppy is ready, unless otherwise agreed in writing. Failure to do so may result in forfeiture of the deposit and release of the puppy to another buyer.

8. Governing Law and Miscellaneous

This Agreement is governed by the laws of the State of Oregon. Any dispute arising out of this Agreement shall be brought in the state or federal courts located in Marion County, Oregon. This document constitutes the entire agreement regarding the deposit and holding of the puppy and may be modified only in a writing signed by both parties.

SIGNATURES

By signing below, each party acknowledges that they have read, understand, and agree to the terms of this Deposit / Holding Agreement, including the non-refundable nature of the deposit (except as stated in Section 5).

Seller: _____ Date: _____

Printed Name: _____

Buyer: _____ Date: _____

Printed Name: _____
