

HARMONY HILL STANDARD POODLES

Non-Refundable Puppy Deposit Agreement

Puppy Preferences <i>(Buyer to indicate preferences)</i> <ul style="list-style-type: none">• <u>Gender:</u> _____• <u>Color:</u> _____	Litter Information <i>(Breeder to complete information)</i> <ul style="list-style-type: none">• <u>Litter:</u> _____• <u>Est Whelp Date:</u> _____
---	---

This agreement (“**Agreement**”), dated as of _____, 2023 (the “**Effective Date**”), is between Harmony Hill Standard Poodles, Tom & Janelle Hartman (“**Breeder**”), and _____ (“**Buyer**”). Buyer agrees to place a \$500 deposit (“**Deposit**”) on a Standard Poodle puppy from Breeder.

1. **Non-Refundable Deposit.** Buyer acknowledges that the Deposit is non-refundable in all circumstances, including but not limited to if Buyer decides they do not want or are no longer able to take the puppy. Upon receipt of the Deposit, Breeder agrees to hold the puppy for Buyer until it has been weaned and is ready for pick up. The Deposit shall be made in US Dollars and paid to Breeder via payments through Zelle, Venmo, Cash, or *Cashier’s Check. *Placement on list is first come first served; if Cashier’s Check is mailed Buyer will be placed on list when check is received.
2. **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.
3. **Buyer’s Right to Refund.** Notwithstanding the foregoing, 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 refunded, or transferred if Breeder has a future litter planned.
4. **Refund at Breeder’s Discretion.** If Buyer pays the Deposit, then later decides they do not want the puppy, for any reason, Breeder is not required to refund the Deposit. If, however, Breeder is able to sell the puppy to another buyer within a reasonable amount of time after Buyer notifies Breeder of their decision, Breeder may (in its sole discretion) refund the Deposit to Buyer.
5. **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 puppy ownership is transferred from Breeder to Buyer. The total purchase price for the puppy is (\$) + 8.5% tax. The foregoing purchase price does not include any delivery charges.
6. **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 Washington without regard to the conflicts of laws provisions thereof.

BREEDER:

Name: _____

BUYER:

Name: _____

DEPOSIT CONTRACT