



Deposit Agreement

Definitions used herein include:

"BUYER" shall herein be defined as:

"SELLER" shall herein be defined as Fiume Kennels Ltd.

"PUPPY" shall herein be defined as a Fiume Kennels Ltd. bred Lagotto Romagnolo pet puppy with the following preferences:

COLOUR:	
GENDER:	
LITTER:	
NOTES:	

I. PAYMENT STIPULATIONS

- a. BUYER agrees to pay SELLER a non-refundable deposit in the amount of \$500 towards the purchase price of a Lagotto Romagnolo puppy. BUYER understands and agrees that the deposit shall be forfeited if BUYER fails to pay SELLER the remaining amount due upon due date (as stated in the purchase invoice which shall be sent to BUYER at the time full payment is due).
- b. The purchase price of a pet Lagotto Romagnolo puppy is \$3500 (this price includes PUPPY only and excludes fees such as training, shipping, taxes, etc.). The deposit and this signed agreement are required to reserve a puppy. BUYER's deposit is applied to the purchase price. Accepted payment methods are Visa, MasterCard, cash or bank wire.
- c. Once said PUPPY is reserved (and a specific puppy assigned) for said BUYER, the signed purchase agreement and full payment is due within 48 hours. SELLER shall forward, via email, a copy of the purchase invoice as well as the purchase agreement to be signed to BUYER. If this condition is not met, SELLER shall assume BUYER is no longer interested in purchasing the PUPPY and SELLER will retain BUYER's deposit and shall offer the PUPPY to the next person on the waiting list.
- d. The deposit signifies that BUYER intends to follow through with the purchase of PUPPY from SELLER. In the event that BUYER cannot follow through with the purchase of the PUPPY, the deposit is forfeited and a refund shall not be given. The deposit may be applied to a future litter within a 24-month time frame.
- e. If by tragic accident, said PUPPY, while in SELLER's care, dies or is determined to have a congenital defect that prevents said PUPPY from being a companion animal, a full refund of the deposit will be given to BUYER.
- f. SELLER reserves the right to void this transaction and refund the deposit within seven days if SELLER determines there is any reason BUYER may not be suitable for said PUPPY.
- g. Deposits and payments are final and irreversible with exceptions as stated herein.

II. SELECTION STIPULATIONS

- a. SELLER never recommends to choose a puppy based on colour, however we understand that most families have such preferences. SELLER shall make every effort to accommodate colour preferences, however, BUYER acknowledges that top priority of placement is ALWAYS based on temperament.

Colour preferences shall only be considered based on the following parameters:

- ❧ White with Brown (a puppy which is white with brown patches and could have either a solid brown head or a head with a mixture of brown and white in any ratio)
- ❧ Brown or Brown with White (a puppy which is either solid brown or which has white markings in any ratio, usually but not restricted to, the legs, withers and chest)
- ❧ White, Orange or White with Orange (a puppy which is either solid white, solid orange or white with orange markings in any ratio—please note that the “orange” colour as identified in the breed standard appears to be of a taupe or beige colour and generally fades to white into adulthood)
- ❧ Brown Roan (a puppy which is born with the appearance of a white with brown puppy, however shall begin to “roan” within the first weeks of life—a roan puppy is generally brown into adulthood if the coat is kept clipped at an appropriate length)

****Please note that colour changes over time and environmental factors such as (but not limited to) shampoo quality, exposure to sunlight, nutrition, etc.. Said SELLER makes no statement or guarantee to colour development of said PUPPY.****

- b. In the event that BUYER has requested a colour based on the above parameters and elects to turn down a PUPPY as chosen for BUYER by SELLER due to appearance (outside the parameters as identified above), SELLER shall apply the deposit to the next available litter.
- c. In the event of a recurrence of the above-mentioned scenario, the deposit shall be forfeited. SELLER kindly requests that, in the event that colour or specific markings outside the above-mentioned parameters is of primary importance, a deposit not be made on a litter. Rather, it would be recommended to purchase a puppy which is already born and available for purchase.
- d. The puppy evaluation process generally begins between 6 and 7.5 weeks of age. SELLER shall perform aptitude evaluation on each puppy within this timeframe (exact timing depends on the maturity of the litter – they all mature at different rates). If a puppy has been previously assigned to BUYER and the aptitude evaluation reveals a puppy which may not be suitable for BUYER’s home, SELLER shall recommend a suitable alternative.

By signing below, BUYER acknowledges he/she has read, understands, and agrees to the terms of this agreement. BUYER also understands that no agreements made by either party that are not contained in this written agreement shall be valid or binding, including, without limitation, the warranties of merchantability and fitness. SELLER only represents original format of this contract and any alterations in type or handwriting which were not officially amended and sent by SELLER shall be considered null and void. This document constitutes the entire agreement between the SELLER and BUYER with respect to this sale. BUYER agrees that this deposit agreement and subsequent sale of PUPPY is under the jurisdiction of the Province of New Brunswick, Canada.

Wherefore, the above-named SELLER and BUYER have executed the foregoing purchase agreement on this ____ day of _____, 20____.

BUYER:

SELLER:

Home Phone: _____

Phone: _____

Mobile Phone: _____

Fax: _____

Email: _____

Email: _____

Signature: _____

Signature: _____