



Deposit Agreement

Definitions used herein include:

"PURCHASE PRICE" shall herein be defined as the purchase price of:

"DEPOSIT" shall herein be defined as the deposit sum of:

"PRE-PAYMENT" shall herein be defined as the pre-payment sum of:

"BUYER" shall herein be defined as:

"SELLER" shall herein be defined as:

"PUPPY" shall herein be defined as a purebred Lagotto Romagnolo pet puppy with the following preferences:

COLOUR:	
GENDER:	
LITTER:	
NOTES:	

I. PAYMENT STIPULATIONS

- BUYER agrees to pay SELLER a non-refundable DEPOSIT towards the PURCHASE PRICE of a PUPPY to reserve a spot on the waitlist prior to the birth of the litter. DEPOSIT is payable within 48 hours of signing this agreement in order to maintain BUYER's position on the waitlist. Please note that SELLER retains the right to retain a puppy from a litter for breeding purposes which supersedes BUYER's position on the waitlist.
- Once the litter has been born and SELLER can confirm the availability of a PUPPY, BUYER agrees to pay SELLER a non-refundable PRE-PAYMENT towards the PURCHASE PRICE of a PUPPY to hold a PUPPY from the litter. In the event that the litter is already born and a DEPOSIT has not been provided to SELLER, both the DEPOSIT and PRE-PAYMENT are due to reserve a PUPPY.
- BUYER understands and agrees that DEPOSIT and PRE-PAYMENT 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).
- PURCHASE PRICE includes PUPPY only and excludes fees such as training, shipping, taxes, etc. The DEPOSIT (and PRE-PAYMENT if applicable) and this signed agreement are required to secure a position on the waitlist to reserve a puppy. BUYER's DEPOSIT and PRE-PAYMENT is applied to PURCHASE PRICE. Accepted payment methods are cash, bank wire or e-transfer (within Canada).
- DEPOSIT and PRE-PAYMENT signifies that BUYER intends to follow through with the purchase of PUPPY from SELLER. In the event that BUYER does not follow through with the purchase of the PUPPY, the DEPOSIT and PRE-PAYMENT is forfeited. DEPOSIT may be applied to a future litter within a 24-month time frame; however, the PRE-PAYMENT will be forfeited.
- In the unlikely event that said PUPPY is determined to have a congenital defect that prevents said PUPPY from being a companion animal while in SELLER's care, a full refund of the supplied DEPOSIT and PRE-PAYMENT will be given to BUYER or the DEPOSIT and PRE-PAYMENT may be applied to a future litter.
- DEPOSIT and PRE-PAYMENT are non-refundable with exceptions as stated herein.

II. SELECTION STIPULATIONS

- SELLER does not recommend to choose a puppy based on colour, however we understand that some families have such preferences. SELLER shall make every effort to accommodate colour preferences; however, BUYER acknowledges that top priority of placement is based on temperament. Colour

preferences shall be considered based on the following categories and 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. *****

- 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 if no alternative is available.
- c. In the event of a recurrence of the above-mentioned scenario, 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. BUYER shall not express a specific puppy preference to said SELLER after said BUYER agrees to a puppy of a specified litter. It's critical that said SELLER approaches the evaluation and selection process without bias; therefore, all puppy preferences based on posted pictures/videos shall not be expressed to said SELLER.
- e. 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. 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 _____, 2021.

BUYER:

SELLER:

Phone: _____

Phone: _____

Email: _____

Email: _____

Signature: _____

Signature: _____