

DEPOSIT CONTRACT

THIS AGREEMENT made on Feb 13 2021 by and between:

DEPOSITER:

Name: John Smith
Full Address: 12345 Sample Road, Puppy Town, NM. 67890
Phone: 260 789-1236
Email: jaydelegro@gmail.com

& **SELLER/BREEDER:** BERNESE FAMILY PUPPIES LLC.

NAME: JASON L. DELAGRANGE 5963 County Rd. 64 Spencerville, IN. 46788

All puppies are sold on a first come first serve basis.

STEP 1:

Price/Color: Miniature: \$3,200 - \$3,900

Please choose from the drop-down menu:

STEP 2:

Gender Preference: Male

Please choose from the drop-down menu:

STEP 3:

Pick of the Litter #: 2nd pick of the litter

The term "pick of the litter" refers to the order in which the depositors will be able to choose their puppies from the litter. If the depositor joins the waitlist with no specific litter in mind, we will reference the depositor file # to ensure proper order is always maintained.

FOR BFP RECORDS ONLY

Date of Contract:
Feb 13 2021

Depositor file #:
0029

Future Litter Due Date:
Approx. April, 2021

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of **\$200.00** with payment of the outstanding balance & IN sales tax (7%) due upon release of the Dog to Buyer.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

- a. Buyer fails to complete the purchase of the Dog for any reason,
- b. Buyer fails to pay the outstanding balance of the Purchase Price by the delivery/pickup date made known to the buyer.
- c. Buyer decides not to purchase a puppy: in which case, only after visiting will the buyer promptly receive 50% of deposit back.

If the deposit is forfeited, seller shall be free to sell the Dog to another party. In the event that the puppy chosen is not available due to sickness, death, or any other circumstances owing to the fault of Seller, or if the buyer desires a puppy from a future litter, the Buyer's deposit will be transferred to the next litter of puppies or for another available puppy in the same litter.

A boarding fee of \$25.00 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery/pickup date.

2. Sellers Representations and Warranties

Seller represents and warrants to Buyer that:

- a. Seller is the legal and true owner of the Dog and the Seller has full right and authority to sell the Dog.
- b. The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- c. The Dog is being sold with a 1-year warranty as outlined in our Policy.

3. Transfer of Ownership and Registration.

Buyer's duties as a responsible pet owner.

- a. Upon payment in full of the Purchase Price, the Buyer (at Buyer's sole cost) shall promptly take all actions required to officially transfer ownership and registration of dog into their name.
- b. The buyer will assume all responsibility for the dog if seller receives a call from animal shelters or person's holding the dog. Seller reserves the right to release the buyer's contact information to the shelter or persons holding the dog if needed. Seller will not take the dog back in any case. Buyer is responsible for any fees or costs associated with the lost dog.

- c. If this buyer sells the dog to another owner, he/she must ensure the transfer of ownership to the new owner or (b. above) will still apply.

4. Preferences:

Buyer's understanding of preferences when choosing from the litter.

- a. The depositor who places a deposit prior to the birth of the litter understands that we cannot guarantee the number of puppies born, the gender ratios, or color of puppies.
- b. We will do our best to communicate our expectations of the above based on previous litters and experiences.
- c. Buyers can choose to place a deposit with no preferences and wait to decide once the litter is born.

5. Breeding Program:

Bernese Family Puppies LLC. (Referenced as BFP)

- a. Bernese Family Puppies LLC. Reserves the right to make changes to or update the Deposit Contract, Purchase Agreement and Health Guarantee documents only affecting future customers.
- b. BFP reserves the right to choose the dam & sire of future litters in order to have the best outcome in terms of temperament, size, health, and color.
- c. BFP has chosen not to perform genetic testing as a result of the Hybrid Vigor associated with breeding purebred canines of two separate well-known and respected breeds, such as Bernedoodles.

Purchase Agreement and Health Guarantee

Buyer's Responsibilities:

- Have puppy examined by a licensed veterinarian within 72 hours of delivery. Seller must be informed immediately of the examination's result by email or by fax. The failure of this will result in the cancellation of this guarantee.
- Provide puppy with routine preventive care, such as, but not limited to following veterinarian guidelines for vaccinations, deworming, and all medical advice.
- Puppy must be paid for in full by eight weeks of age or all monies paid and all claims to the puppy will be forfeited.
- All deposits are nonrefundable (see visitation policy for the only exception).

Health Guarantee:

- This puppy is guaranteed until one year of age against fatal and life altering congenital disease which adversely affects the health of the animal. This includes severe hip dysplasia, which hampers a dog's movement and natural gait and requires surgery to correct, kidney, heart, pancreas, spine, and liver problems of a severe life threatening or altering nature. If the dog dies within this one-year time frame, the Buyer will pay to have it autopsied to ascertain reason. If reason is congenital, the Seller will replace the puppy.
- All items covered under this guarantee are by replacement only. We do not give refunds.
- Seller will not be responsible for any medical expenses incurred. Buyer is aware that owning a puppy means trips to the veterinarian and understands that he/she will be responsible for all payments.
- As of the date of delivery, the puppy has received proper vaccinations and worming. The buyer has been informed of these and must retain records from a licensed veterinarian of continued care for the first full year or this guarantee is null and void.
- This guarantee does not include diagnosis of non life-threatening or temporary disorders such as uneven bites, undescended testicles, demodectic mange, injuries, inguinal or umbilical hernias, fleas, ticks or ear mites, kennel cough, intestinal worms and parasites, scabies, eye entropion/ectropion, cherry eye and allergies, autoimmune disorders or sickness such as Parvo, Distemper, Corona Virus, Coccidia, Giardia and Kennel Cough after 48 hours of the sale; these diseases are highly contagious and can be contacted immediately after leaving the breeder, which are common in puppies that are shipped. Any physical problem, which is or could be the result of injury as well as disorders that may be caused by environmental factors, is not covered under this guarantee.
- A puppy diagnosed by two separate veterinarians with any serious genetic or congenital defect will be replaced. Seller reserves the right to have our own vet examine and confirm the diagnosis prior to replacement.
- Animal must show the defect before puppies first birthdate. Seller must be notified of the problem within 2 business days of the licensed veterinarian's determination and have two reports from two unassociated veterinarians stating the same diagnosis and Seller will provide a replacement puppy of equivalent value.
- A puppy with a defect must be returned at Buyers expense to the seller to qualify for a replacement puppy. No refund, in part or in full, will be given. A returned puppy must be returned to the seller in good condition, other than the specified problem, at the buyer's expense. The buyer will then qualify for a replacement puppy. Buyer is responsible for transportation costs to and from the seller for a

replacement puppy. This guarantee applies to the original puppy only and is nontransferable to a second party. No replacement puppy will be given if the puppy has been bred, spayed, neutered, or euthanized without seller's permission.

- The replacement puppy will be mutually agreed upon by both parties and will be of comparable quality. It is understood that the replacement puppy may not be from the exact same parents of original puppy.
- There is no guarantee or warranty that the Buyer will be able to show or breed the puppy regardless of show or breeding potentials.
- The parentage/pedigree is correct to the best of the Seller's knowledge. The Buyer agrees not to hold Seller responsible in any manner in the unlikely event that a problem might arise from the puppy's parentage/pedigree.
- This contract supersedes any and all previous agreements.
- This contract is null and void if the terms and conditions are not fulfilled.
- Buyer agrees that he/she understands this contract fully, and that this contract is under the jurisdiction of the State of Indiana, in Allen County. It is agreed that the place of venue shall be in Allen County, Indiana.

Shipping/Delivery:

- Puppy will be fly or be transported only after attaining the age of eight weeks per USDA regulation and at the buyer's expense.
- The cost of airfare tickets is an additional \$400+ in most cases, but may more.
- Puppy's will fly in appropriately sized crate with a collar and leash.
- We will only fly puppy's through American Airlines, Delta or United/Continental Airlines.
- Puppy must be a minimum of 8 weeks old to fly.
- The remaining balance is due prior to leaving the kennel.

All parties accept and agree to be bound by the attached terms and conditions governing the deposit placed.

Seller's Signature and Date

Jason Delagrange

Feb 13 2021

Buyer's Signature and Date

John Smith

Feb 13 2021



Document Details

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