PUPPY DEPOSIT RECIEPT & CONTRACT

LEONBERGER PUPPY – NO BREEDING RIGHTS

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER: SELLER:

|  |  |  |  |
| --- | --- | --- | --- |
| Printed Name(s): |  | Printed Name: | Rachel Russell Fishburn |
| Address: |  | Address: | 5027 S 7500 W  Hooper, UT 84315 |
| Phone: |  | Phone: | 801-317-6464 |
| Email: |  | Email: | RacheliRussell19@gmail.com |

Seller received from Buyer $500 as a NON-REFUNDABLE deposit for a LEONBERGER PUPPY. Deposit was made by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(form of payment)

The deposit will hold the puppy until it has been weaned and is ready for pick up. Pick up days are: 8-9 weeks old If arrangements are made, the puppy can stay longer, but will have a boarding/feeding/vaccinating fee of $15 per day that the puppy is not picked up. Seller may offer said puppy to another owner without any further obligation to the buyer placing this deposit if it is not picked up within the days stated above & if there are no other arrangements made. In any event the deposit is non-refundable.

Full Price: $$3500-male or $3,000-female Shipping cost if applicable: $500 for 48 US States. Remaining balance due at pickup or if shipped, by 6 weeks of age: $\_\_\_\_\_\_\_\_\_\_\_. Final payment is only acceptable in cash or bank-to-bank transfer.

UPON payment in full to the Seller the Seller promises to grant, sell, convey and transfer ownership of the puppy to the Buyer. The seller will then have no responsibility for the dog described and Buyer agrees to indemnify and hold harmless Seller for any liability, which may occur involving the animal. There are absolutely no refunds. An exchange may be made only if the dog meets requirements as listed in the *Fishburn Homestead Health Guarantee* (incorporated herein by this reference) for an exchange.

Buyer agrees and is aware that there are **NO BREEDING RIGHTS** and that Buyer is responsible, at Buyer’s own expense, to have the puppy/dog spayed or neutered BEFORE 6 MONTHS OF AGE and provide to Seller within 30 days following a certificate of that procedure from a licensed veterinarian. This dog is being purchased as a Pet/Family only and is not to breed whether purposefully or otherwise.

**Failure of Buyer to provide the above noted veterinarian certificate within the time specified is a breach of this contract and Buyer agrees to pay to Seller liquidated damages of $5,000.00. In the event the dog breeds, the Buyer agrees to pay to Seller liquidated damages of $100,000.00.**

If at ANY time in the life of the dog, Buyer is unable to keep the dog, the Seller will be notified and the dog MUST be returned to the Seller no matter what age the puppy/dog is. No money will be refunded for dog, and no replacement will be given. Buyer agrees that they will not relinquish the dog to an animal shelter, pound, humane society or similar facility or to convey ownership of the dog to another party under any circumstances, ever. This contract is for the benefit of both parties involved and to safeguard the health and well being of the puppy/dog.

Buyer understands that by signing this contract the Buyer agrees to adhere to the terms and conditions stated herein. The laws of the State of Utah will govern this contract and venue will be in Weber County, State of Utah, for any dispute or legal action arising under this contract. The party prevailing in any suit will be awarded attorney fees, witness fees, and court costs. Interest will accrue on any amount owing, any judgment amount, and upon any accrued interest thereon at the maximum rate allowed by law. Buyer agrees to accept any service of legal process by electronic mail at the email address specified above.

Requested SEX:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Description:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Requested sex is what your preference is, it will not guarantee you that sex. If for some reason you are not able to get the requested sex, you will be given an available puppy of available sex.

I understand and agree to the terms of this contract by signing below:

**Seller:**

Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_

**Buyer:**

Sign\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_