

# Short Acres Beagles

## Puppy Holding Fee (Down Payment) Contract

### Breeder Information:

Short Acres Beagles Laura Short	Phone: (843) 830-9146 Email: <a href="mailto:shortacresbeagles@yahoo.com">shortacresbeagles@yahoo.com</a> Website: <a href="http://www.shortacresbeagles.com">http://www.shortacresbeagles.com</a>
Bonneau, SC 29431	

Will be referred to as the "BREEDER" in this contract.



### Buyer(s) Information:

Buyer(s) Name(s):			
Address:			
City, State, Zip:			
Phone #(s):			
Email(s):			
Emergency Contact:		Phone #:	

Will be referred to as the "BUYER" in this contract.



### Puppy Information:

A purebred BEAGLE (breed) PUPPY, from a current or future litter, bred by the BREEDER, with AKC Registration papers.  
The BUYER makes the following selections:

<p><u>Which Gender do you prefer?</u></p> <p><input type="checkbox"/> Male Only <input type="checkbox"/> Female Only <input type="checkbox"/> Male or Female (Will consider either)</p>
<p><u>Which Color(s) do you prefer? (check all that apply)</u></p> <p><input type="checkbox"/> Tricolor (Black Tan &amp; White OR Black White &amp; Tan) [*born black &amp; white] <input type="checkbox"/> Lemon &amp; White [*born white &amp; cream] <input type="checkbox"/> Red &amp; White [*born brown &amp; white] [*Remember that Beagle Puppies change colors after birth]</p>
<p><u>Do you want Breeding Rights?</u></p> <p><input type="checkbox"/> YES - Breeding Rights with AKC Full Registration for a purchase price of <b>\$1800</b> <input type="checkbox"/> NO - Breeding Rights with AKC Limited Registration for a purchase price of <b>\$1500</b></p>

Will be referred to as the "PUPPY" in this contract.



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### Holding Fee Terms:

1. The BUYER agrees to pay the BREEDER a non-refundable Holding Fee of \$300 (Three Hundred Dollars) as a down payment towards the purchase of a Beagle (breed) PUPPY bred by the BREEDER, (as selected on Page 1).
2. This Holding Fee (down payment) will be applied towards the purchase price of a PUPPY from the BREEDER.
3. The PUPPY will be sold only for the purpose of a **Pet (Companion Animal)**. While the PUPPY may be capable of performing other functions, no warranty will be given as to its fitness for any other purpose than as a **Pet**.
4. The BUYER has received and read the BREEDER's "Sales Policies" and "Puppy Sale Contract". The BUYER agrees to the BREEDER's terms, conditions, and policies.
5. All parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.
6. Contract and guarantees are only implied between the BREEDER, and the original BUYER, NOT to a third party. This contract and guarantees are not transferable.
7. The BREEDER reserves the right to cancel this sale, issue a refund, and not sell a PUPPY to the BUYER for any reason.

### Payments:

1. The BREEDER will send the BUYER a PayPal invoice for \$300 (Three hundred dollars) by email.
2. The BUYER will pay the BREEDER a Holding Fee of \$300 (Three hundred dollars) using the PayPal invoice.
3. The BUYER agrees to pay the BREEDER the Remaining Balance in Cash at the time that the BUYER takes possession of (picks up) the PUPPY from the BREEDER.

### Refund of Holding Fee:

1. The BUYER understands that their Holding Fee (Down Payment) of \$300 (Three Hundred Dollars) is non-refundable if they change their mind and decide not to purchase a PUPPY from the BREEDER.
2. The BUYER understands that the BREEDER may refund the Holding Fee (Down Payment) to the BUYER under the following circumstances only (any refund will be made through PayPal):
  - a. The BREEDER is unable to offer the BUYER a PUPPY of their chosen gender(s) and color(s) within a period of 5 months (150 days).
  - b. An unforeseen circumstance in which the PUPPY is not suitable for sale as a **Pet** (The PUPPY dies while in the BREEDER's care, or the PUPPY is deemed not healthy enough for sale by the BREEDER's Veterinarian).
  - c. The BREEDER decides not to sell a PUPPY to the BUYER for any reason.

### Taking Possession Of (Picking Up) the Puppy:

1. The BUYER agrees to take possession of (pick up) the PUPPY within 10 days of the PUPPY's 8 week old Veterinary checkup.
2. The BUYER understands that the BREEDER will not make any exceptions, and the BUYER will forfeit their Holding Fee if they do not take possession of (pick up) their PUPPY during this time.
3. The BUYER understands that the BREEDER does not offer shipping (ship puppies). The BUYER agrees to pick up their PUPPY in person at the BREEDER's location.
4. The BUYER agrees to set up an appointment with the BREEDER for the time and day that they will take possession of (pick up) their PUPPY, at a time and day that is agreeable to both parties.

I the BUYER have read this page, fully understand, and agree to all terms and conditions: \_\_\_\_\_ (BUYER initials)

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## Legal Recourse:

1. This is a legally binding contract, controlled by the laws of South Carolina. It is agreed that shall there be any disagreements between the BREEDER and the BUYER, that it will be settled in Berkeley County, South Carolina.
2. Any costs of litigation will be paid for by the BUYER.

The written terms of this contract contain the entire agreement between the BREEDER and the BUYER. No other written, verbal, or implied statements, promises, documents, or writings shall have any effect on this contract unless these terms are reduced to writing, signed by both parties, and attached.

I, the BREEDER, have read this contract, had ample time to discuss this contract, and I have had any questions answered. I fully agree to the terms and conditions of this PUPPY HOLDING FEE CONTRACT:

\_\_\_\_\_

(BREEDER's Signature)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date

I, the BUYER, have read this contract, had ample time to discuss this contract, and I have had any questions answered. I fully agree to the terms and conditions of this PUPPY HOLDING FEE CONTRACT:

\_\_\_\_\_

(BUYER's Signature)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date