

Short Acres Beagles

BREEDING Puppy Holding Fee Contract

Breeder Information:

Short Acres Beagles

Laura Short

ADDRESS

Bonneau, SC 29431

Phone: (843) 830-9146

Email: shortacresbeagles@yahoo.com

Website: <http://www.shortacresbeagles.com>

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):

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

Puppy Information:

A purebred BEAGLE (breed) PUPPY, from a **FUTURE** litter bred by the BREEDER, as a **PET** with **FULL BREEDING RIGHTS**, and with the following preferences (BUYER selects preferences here):

Gender Preference:

(select one)

- ☐ I the BUYER, only want to choose from MALE Puppies
- ☐ I the BUYER, only want to choose from FEMALE Puppies
- ☐ I the BUYER, want to choose from both MALE and FEMALE Puppies

Color Preference:

(select one or more)

I the BUYER, want to choose from the following color puppies:

- ☐ Classic Tricolor [*born black & white*]
- ☐ Merle Tricolor [*born gray & white with black spots*]
- ☐ Red & White (or Red Sable Merle) [*born brown & white*]
- ☐ Lemon & White [*born white with pale markings*]

For the Purchase Price of **\$2100** (Twenty One Hundred dollars).

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 service fee for the BREEDER's service of holding a place on the BREEDER's waiting list for a PUPPY from a litter bred by the BREEDER.
2. Once a PUPPY is selected (picked) by the BUYER, this Holding Fee (service fee) 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 "BREEDING 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 the sale, issue a refund, and not sell a PUPPY to the BUYER for any reason and at any time prior to the PUPPY leaving the BREEDER's possession.

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 (service fee) of **\$300** (Three hundred dollars) using the PayPal invoice.
3. The BUYER agrees to pay the BREEDER the Remaining Balance of **\$1800** (Eighteen Hundred dollars) in Cash at the time that the BUYER takes possession of (picks up) the PUPPY from the BREEDER or by PayPal invoice prior to the PUPPY leaving the BREEDER's home for transportation.

Refund of Holding Fee:

1. The BUYER understands that their Holding Fee (service fee) 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 (service fee) 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) from the BREEDER's litter within 18 (eighteen) months.
 - b. An unforeseen circumstance in which the selected (picked) 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 the PUPPY either by picking up the PUPPY in person or by a Pet Transporter 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 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.

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Legal Recourse:

1. This is a legally binding contract, controlled by the laws of South Carolina. It is agreed that if there are any disagreements between the BREEDER and the BUYER, that they 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 contains 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 PET 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 PET PUPPY HOLDING FEE CONTRACT:

_____/_____/_____

(BUYER's Signature)

Date