

# Wolfdogs of the Ebon Blade

## Deposit Contract

This agreement is made, and hereby entered into, on \_\_\_\_\_ by and between **Kathryn A. Beaver of Wolfdogs of the Ebon Blade** (hereafter referred to as "BREEDER"),

Kathryn A. Beaver  
STREET ADDRESS  
CITY STATE ZIP CODE  
USA

Phone:  
Email: wolfdogsoftheebonblade@gmail.com

AND

**(Applicant Name)** (hereafter referred to as APPLICANT), for the purpose of setting forth the terms and conditions for submitting a Deposit for the intended purchase of a wolfdog puppy.

APPLICANT NAME  
STREET ADDRESS  
CITY, STATE ZIP CODE  
COUNTRY

Phone:  
Email:

By signing this contract and submitting a Deposit for the amount of \$\_\_\_\_\_, APPLICANT declares their intent to purchase a puppy from BREEDER. APPLICANT understands that this contract is NOT the Puppy Purchase & Ownership Contract and does not represent past, current or future transfer of ownership in part or whole of any puppy from BREEDER to APPLICANT.

APPLICANT has expressed their preference for which litter this Deposit shall be applied towards in the application process with BREEDER: \_\_\_\_\_ x \_\_\_\_\_ (Year Litter Born).

Initial: \_\_\_\_\_

## **TERMS AND CONDITIONS**

This contract shall be deemed a legal and binding agreement between BREEDER and APPLICANT. The purpose of this legally binding contract is to protect the BREEDER, the APPLICANT, and most importantly, the puppy. This agreement is made and signed by both parties so as to confirm that BREEDER considers APPLICANT to meet or exceed BREEDER's requirements necessary to purchase a puppy, and to maintain legal record of APPLICANT's commitment to purchase a puppy from BREEDER. Should any part of this agreement be breached, the BREEDER shall be released from any further obligation henceforth. BREEDER reserves the right to refuse sale at any point in time for any reason to any person(s).

Should the BREEDER need to seek legal action against the APPLICANT for violations of this agreement, the APPLICANT will assume any and all legal costs and attorney / court fees. It is further agreed that, should any dispute / arbitration occur between BREEDER and APPLICANT regarding this contract, the legal proceedings shall take place in the BREEDER'S country, state, and county of residence, in accordance with local laws.

\_\_\_ APPLICANT understands and agrees that the Deposit is forfeit if BREEDER discovers information that was purposefully or accidentally withheld by APPLICANT that would influence whether or not BREEDER considers APPLICANT to be a qualified, approved home.

\_\_\_ APPLICANT understands and agrees that failure to maintain BREEDER's requirements necessary for the purchase of a puppy by the time the puppy is old enough for pick-up by APPLICANT shall result in the Deposit being forfeit by APPLICANT and denial of final sale.

\_\_\_ APPLICANT understands and agrees that the Deposit is forfeit and final sale is denied if APPLICANT fails to pick up the puppy in-person within one week of the puppy turning 10 weeks of age. BREEDER and APPLICANT may, at BREEDER's discretion, negotiate boarding the puppy with BREEDER for an additional daily fee for a pre-determined period of time if APPLICANT is unable to pick up the puppy in-person within this specified timeframe.

\_\_\_ APPLICANT understands that BREEDER requires all puppies to be picked up in-person at the BREEDER's residence by the APPLICANT themselves. No shipping companies, friends, family members, or any other person or entity who is a third party to this Contract is permitted to pick-up or transport the Puppy to its new home. APPLICANT agrees to accept all responsibility for planning ahead to coordinate traveling to BREEDER's property at the time of Pick-Up and acknowledges that they are responsible for all travel expenses in addition to the Total Purchase Price of the Puppy.

\_\_\_ APPLICANT understands that this is a large breed canine who will be too big for in-cabin flight transport by the time they are old enough to be traveling to their new home. APPLICANT understands that BREEDER does not permit their puppies to be commercially transported by plane, train, freight, cargo, third party animal/pet shippers, etc.

\_\_\_ APPLICANT understands that this Deposit can only be refunded in the following circumstances and not for any other reason unless at the sole discretion of BREEDER:

- There are not enough puppies born or surviving to the age of 8 weeks, resulting in there being more approved homes than there are available puppies.
- There is not a puppy deemed by BREEDER to be a suitable match to APPLICANT from the current litter(s), based on the sex, temperament, health, and/or conformation of all available puppies in the current litter(s); and based on the wants and/or needs of APPLICANT as outlined throughout their application process with BREEDER.

Initial: \_\_\_\_\_

\_\_\_In the event of the above-described circumstances, APPLICANT will have the option to receive their Deposit refunded in full OR may choose to put their Deposit towards a different/future litter produced by BREEDER.

\_\_\_If APPLICANT chooses to put their Deposit towards a different/future litter, APPLICANT understands and agrees that they must continue to maintain all of BREEDER's requirements necessary to qualify APPLICANT to be approved for purchase of a puppy.

- APPLICANT may opt out of waiting for a different/future litter and receive a refund of the Deposit in full up to 30 days prior to the expected whelping date of the selected litter (as defined by the date the bitch was bred). \_\_\_
  - If APPLICANT decides they want to opt out of the selected litter less than 30 days prior to the expected whelping date of the selected litter (as defined by the date the bitch was bred) or after the litter has already been whelped, APPLICANT understands and agrees that the Deposit will then be forfeit. \_\_\_
- If APPLICANT maintains their intent to purchase a puppy from a different/future litter, APPLICANT understands and agrees continue to meet BREEDER's requirements necessary to qualify for the purchase of a puppy. \_\_\_
  - If APPLICANT at any time fails to comply with BREEDER's requirements necessary to qualify for the purchase of a puppy, APPLICANT shall be notified by BREEDER that they must correct the deficiency/deficiencies within 3 months of notice or 30 days prior to expected whelping date of selected litter (as defined by the date the bitch was bred), whichever shall come first. If the deficiency/deficiencies are not corrected within this timeframe, APPLICANT understands that the Deposit will be forfeit and final sale denied. \_\_\_

\_\_\_APPLICANT declares that they have been given a chance to fully review the Puppy Purchase & Ownership Contract prior to signing the Deposit Contract.

\_\_\_APPLICANT understands and agrees that final sale of the puppy from BREEDER to APPLICANT shall be contingent on both BREEDER and APPLICANT signing the Puppy Purchase & Ownership Contract at the time the puppy is picked up in-person by APPLICANT. Should APPLICANT refuse or in any other way fail to sign the Puppy Purchase & Ownership Contract the sale is denied and the Deposit is forfeit.

I, the APPLICANT, certify that I have read the foregoing contract, understand its contents, and hereby agree to abide by this legally binding document in its entirety.

APPLICANT (Print Name): \_\_\_\_\_

DATE: \_\_\_\_\_

APPLICANT (Signature): \_\_\_\_\_

BREEDER (Print Name): \_\_\_\_\_

DATE: \_\_\_\_\_

BREEDER (Signature): \_\_\_\_\_

WITNESS (Print Name): \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS (Signature): \_\_\_\_\_

Both BREEDER and APPLICANT shall receive a copy of this signed contract.

Initial: \_\_\_\_\_