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**Non-Refundable Puppy Deposit Agreement**

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| **Puppy Preferences***(Buyer to indicate preferences on the website application)*● Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_● Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | **Litter Information***(Breeder to complete information when puppy has been selected)*● Litter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_● Exp. birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

This agreement (“**Agreement**”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ or Date of electronic signature (the “**Effective Date**”), is between Steve Kreitzer (“**Breeder**”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Buyer**”). Buyer agrees to place a $500 deposit (“**Deposit**”) on a [Labrador] puppy from Breeder.

1. Non-Refundable Deposit[GD3] . Buyer acknowledges that the Deposit is non-refundable in all circumstances, including but not limited to if Buyer decides s/he does not want or is no longer able to take the puppy. Upon receipt of the Deposit, Breeder agrees to hold the puppy for Buyer until it has been weaned and is ready for pick up. The Deposit shall be made in US Dollars and paid to Breeder or [Venmo, Cash or Cashier’s check].

1. Buyer Acknowledgements[GD5] . Buyer further acknowledges and agrees that (a) Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected; (b) the Deposit gives Buyer a “pick” place, but does not guarantee a puppy or that Buyer’s preferences will be available when it is Buyer’s turn to pick; (c) pick places are given on a first-come first served basis and Buyer’s place in line is not negotiable; and (d) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult.

1. [Buyer’s Right to Transfer [GD6] . Notwithstanding the foregoing, if a puppy that meets Buyer’s identified preferences is not available [when it becomes Buyer’s turn to pick a puppy from the selected litter], Buyer may have the Deposit transferred to the next litter or litter of choice.
2. Final Purchase Price[GD8] . Breeder and Buyer agree that (a) the Deposit shall be applied to the final purchase price of the puppy and (b) the remaining balance will become due before the puppy is shipped and/or ownership is transferred from Breeder to Buyer. [The total purchase price for the puppy [ranges from $1,846.25 to $2,004.50 depending on litter. The foregoing purchase price does not include any delivery or shipping charges.]

1. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of WI without regard to the conflicts of laws provisions thereof.

(a) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party’s signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

**BREEDER: BUYER:**

 Steve Kreitzer

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Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_