

SmashBox Kennel

Non-Refundable Puppy Deposit/Wait List Agreement

<u>Puppy Preferences</u> <i>(Buyer to indicate preferences)</i> • <u>Gender</u>: _____ • <u>Color</u>: _____	<u>Litter Information</u> <i>(Breeder to complete information)</i> • <u>Litter</u>: _____ • <u>Exp. birthdate</u>: _____
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This agreement ("**Agreement**"), dated as of _____, 20____ (the "**Effective Date**"), is between **Tarah Hall/SBK** ("**Breeder**"), and _____ ("**Buyer**"). Buyer agrees to place a **\$500 deposit** ("**Deposit**") on a BOXER puppy from Breeder. Deposit is split into two separate payments, (a) once pregnancy is confirmed, Buyer agrees to pay Breeder **\$250.00** to reserve a pup, (b) Buyer agrees to pay Breeder the remaining balance of **\$250.00** once puppies are born. If placing a deposit on a puppy already born, full deposit amount of \$500 is due to reserve your puppy.

1. Non-Refundable Deposit. 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. All payments under this Agreement shall be made in US dollars and paid to Breeder via Good Dog, Zelle or Cash if within reasonable distance.

Chargebacks, Refund Attempts, and Fraudulent Claims

Buyer expressly acknowledges and agrees that all deposits are non-refundable. Any attempt by Buyer to dispute, reverse, or charge back a deposit payment through a bank, credit card company, payment processor, or mobile application (including but not limited to Good Dog, Zelle, Venmo, PayPal, CashApp, or any other financial platform) shall constitute a material breach of this Agreement.

In the event of such breach, Buyer agrees and stipulates that the exact damages to Breeder would be difficult to calculate, and therefore Buyer shall be liable to Breeder for liquidated damages in the amount of \$1000.00, in addition to forfeiting the original deposit. Buyer shall also be responsible for all reasonable attorney's fees, court costs, chargeback fees, and collection expenses incurred by Breeder in enforcing this Agreement.

This liquidated damages provision is intended not as a penalty, but as a fair and reasonable estimate of the damages Breeder will sustain as a result of such breach. Buyer further acknowledges that any fraudulent or bad-faith claims may subject Buyer to additional civil and/or criminal liability to the fullest extent permitted by law.

2. Buyer Acknowledgements. 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.
3. [Buyer’s Right to Transfer/Refund. 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 elect to have the Deposit transferred to the next available litter of equal value or available puppy of same value.
4. [Refund at Breeder’s Discretion. If Buyer pays the Deposit, then later decides s/he does not want the puppy for any reason, Breeder is not required to refund the Deposit. If, however, Breeder is able to sell the puppy to another buyer within a reasonable amount of time after Buyer notifies Breeder of his/her decision, Breeder may (in its sole discretion) refund the Deposit to Buyer.]
5. Final Purchase Price. 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 [is \$]. The foregoing purchase price does not include any delivery or shipping charges.
6. **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 [South Carolina] without regard to the conflicts of laws provisions thereof.

*****CASH ONLY AT PICK UP*****

BREEDER:

BUYER:

Signature: _____

Signature: _____

Name: Tarah Hall/SmashBox

Name: