

**PUPPY DEPOSIT CONTRACT
GRÜNBERG SHEPHERDS, LLC**

Seller agrees that in exchange for a deposit of \$ _____, Buyer will have a right to purchase a puppy from the expected litter between _____ (sire) and _____ (dam). The remainder of payment in the amount of \$ _____, will be due at the time the puppy is picked up by the Buyer. Puppies may be picked up seven weeks after whelping (birth). Buyer will be notified by Seller of the exact date for pick-up. Failure to pick up your puppy on the given date will result in a boarding fee of \$50.00 per day. If Buyer does not pick up the puppy within 7 calendar days of its exact pick up date, Buyer will lose their rights and forfeit their deposit.

In exchange for this sum, Seller will reserve for Buyer the right to purchase a puppy. Buyer may request a male or female puppy, and will have the ___ choice for a puppy from the above described litter. **BUYER IS NOT PURCHASING THE RIGHT TO BUY A SPECIFIC PUPPY.** Because of the possibility of acts of god or other circumstances beyond the control of Buyer or Seller (*including but not limited to:* no litter, small litter, not enough males, not enough females), the specific puppy Buyer seeks to purchase may not be available. The Buyer agrees that if the puppy requested is not available due to no fault on the part of the Seller, Buyer will have an opportunity to select the next available puppy, which may be from a different litter. *Seller will make all reasonable efforts to confirm in advance the health and availability of the puppy selected.* **UNDER NO CIRCUMSTANCES WILL BUYER BE ENTITLED TO A REFUND IF THE SPECIFIC PUPPY REQUESTED IS NOT AVAILABLE. DEPOSITS ARE NON-REFUNDABLE. ALL REMEDIES ARE AT THE SOLE DISCRETION OF THE SELLER.**

Buyer and Seller also agree to the following:

1. This agreement shall be construed in accordance with the laws of the State of North Carolina.
2. Buyer will be charged \$50.00 for each check returned for lack of sufficient funds.
3. This agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement. This agreement may only be modified in writing signed by both parties.
4. The failure of either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this agreement.

By signing this agreement, the Buyer agrees to all of the above terms and conditions.

Buyer _____ Date _____ Seller _____ Date _____

Address _____

Telephone no. _____