

COUNTRY ACRES GREAT DANES

DEPOSIT/RETAINER AGREEMENT

I the Buyer, _____, hereafter referred to as "Buyer", am putting a \$500.00 deposit/retainer towards the purchase of a Great Dane puppy from Crystal Douget of "Country Acres Great Danes", hereafter referred to as "Breeder".

I the Buyer, agree to place this deposit as a guarantee to buy a puppy. I understand the Breeder will save my choice of puppy for me and deny selling the puppy to other buyers who show interest.

I the Buyer, agree that my deposit/retainer is nonrefundable and will **NOT** be refunded under any circumstances. The deposit is only transferable to another available puppy or litter if in any case the puppy is unfit to sale.

I the Buyer, further state that I am aware that there is a separate written agreement/contract that will accompany the sale of this puppy prior to my taking possession of the puppy. I have reviewed it and agree to its terms prior to paying the deposit/retainer.

I the Buyer, understand and agree that all expenses/charges related to shipping and/or flight nanny services are to be paid before delivery and are NON REFUNDABLE. I the Buyer, further understand that when opting for a flight nanny, flight changes may be necessary due to overbooked flights and/or inclement weather. Breeder has no control over delayed or rescheduled delivery of any puppy.

I the Buyer, further understand that rescheduling will be accommodated for transports not completed on time, however NO REFUNDS ARE PERMITTED. Due to the nature of Breeder's business, if a transport is cancelled by Buyer, after payment is made, there will be NO REFUND ISSUED. To keep Breeder's prices competitive, many methods are used to keep Breeder's fees low including but not limited to the purchase of non-refundable airline tickets, therefore Breeder is unable to provide refunds of any kind. At Breeder's discretion, Breeder may choose to credit a transport to Buyer's account (not redeemable for cash) for future use of the same routing or a lesser priced transport. A \$100 non-refundable booking fee is added into the cost of every request.

I the Buyer, understand the Breeder may refund my deposit/retainer in FULL at any time of her choosing prior to my taking possession of the puppy, and refuse to sell me a puppy at her discretion. I understand that the remaining balance is due no later than the date the puppy turns 8 weeks old OR before the puppy leaves the sellers home (if sold after 8 weeks). I understand that all travel fees will be due prior to the puppy leaving the breeders home. I understand that if my puppy is not picked up within 7 days of being cleared for sale, I will be charged \$10 per day for boarding expenses.

I the Buyer, understand by sending a deposit to hold said puppy for purchase and/or by sending any payment/s to Breeder, I am agreeing and bound to all the terms and remedies offered within this Deposit/Retainer Agreement with Breeder including the written agreement/contract with Breeder that will accompany the sale of this puppy prior to my taking possession of the puppy.

I the Buyer, further agree that under no circumstance shall I verbally slander, produce written libel or cyber libel including photographs or complaints about Breeder, said puppy or said breeding program in any public forum, or social networking site without prior permission from Breeder.

Both parties, Breeder and Buyer, recognize St. Landry Parish, Louisiana as the jurisdiction in which this contract was created. As such, should any disputes arise which cannot be amicably resolved between the two parties, the Breeder and the Buyer agree that any court proceedings will take place in St. Landry Parish, Louisiana. The Buyer is responsible for any, and all court fees and costs assessed during the resolution of any dispute.

Buyer Name _____

Buyer Address _____

Buyer Phone # _____

Buyer Email _____

Buyer Date _____

Country Acres Great Danes, Breeder Date _____