



Non-Refundable Puppy Reservation Fee Agreement

<u>Puppy Preferences</u> (Buyer to indicate preferences)	<u>Litter Information</u> (Breeder to complete information)
<ul style="list-style-type: none">• <u>Gender:</u>• <u>Color:</u>	<ul style="list-style-type: none">• <u>Litter:</u> Shimmy & Rocky Litter• <u>Conception Month:</u>• <u>Litter Due on or about:</u>

This agreement (“**Agreement**”), dated as of _____, 2022 (the “**Effective Date**”), is between Yorkie and Morkie Boutique LLC (“**Breeder**”), and _____ (“**Buyer**”). Buyer agrees to place a \$250 Reservation Fee (“**Reservation Fee**”) on a Morkie (mixed breed) puppy from Breeder.

1. **Reservation List.** Buyer acknowledges that the reservation list is created at the discretion of the Breeder. The Reservation List is compiled of future Buyers for puppies that are produced from Shimmy and Rocky. By being on the Reservation List, the Buyer has secured their ability to purchase from an upcoming litter. The Buyer understands that by being on the Reservation List does not guarantee a puppy from the upcoming due litter or their selection number, nor guarantee gender of choice or color of choice. The Buyer further acknowledges that the timing of litters is uncontrolled as well as understands that a successful pregnancy is not guaranteed in all circumstances.
2. **Reservation List Order.** Breeder and Buyer agree that the Breeder reserves the right to select the order of pick and determine the timing of the selection. The Buyer can choose any of the puppies available to them at their selection time and placement. The Buyer must be available at the time of selection and placement to make their selection. If the Buyer is not in attendance nor reachable by phone, text or email, after two attempts by the Breeder, the Buyer will forfeit their placement and will not receive a refund of their Reservation Fee. The Breeder reserves the right to reserve any puppy from any litter, for any reason, prior to Buyer selections taking place.
3. **Non-Refundable Reservation Fee.** Buyer acknowledges that the Reservation Fee 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 a puppy. Only in the event that the Breeder does not produce the choice of gender in three consecutive litters will the Buyer receive a full refund. Buyer acknowledges that there is no guarantee of puppy of choice or gender in any specific litter. The Buyer understands that they can continue to defer their place in line and add themselves to future reservation lists until they get the gender they desire up through three consecutive litters. Upon receipt of the Reservation Fee, Breeder agrees to involve the Buyer in all communications, videos and preparation for the upcoming three consecutive litters or until the Buyer has selected a puppy. The Reservation Fee shall be made in US Dollars and paid to Breeder and **only cash will be accepted for all payments.**
4. **Buyer Acknowledgements.** Buyer further acknowledges and agrees that Breeder cannot control litter sizes, personality and color outcome and does not guarantee any specific qualities of the puppy when it becomes an adult. The Reservation Fee will act as a Down Payment (“Down Payment”) towards the puppy

and this Down Payment will be deducted from total cost of the puppy. Once the puppy is selected, an additional Non-Refundable Deposit (“Deposit”) of \$250 will be due. Upon receipt of the Deposit, Breeder agrees to hold the selected 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 **only cash will be accepted for all payments.**

Upon receiving this Agreement, the Buyer has 48 hours from the date the Breeder signed the Agreement, to countersign, return to Breeder and pay the required \$250 Reservation Fee. If the above actions are not completed in the 48 hour timeframe, this Agreement is null and void and the Buyer will forfeit the opportunity to join the Reservation list for the intended litter named above. In avoidance of doubt, the Breeder will move to the next person on the list and will remove the named Buyer in this Agreement off the Reservation List.

5. **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 Arizona without regard to the conflicts of laws provisions thereof. This contract shall be deemed a legally binding contract and is under the jurisdiction of Maricopa County in the State of Arizona.

BREEDER:

BUYER:

Name: Lauren Trollope on behalf of
Yorkie and Morkie Boutique LLC
Date: _____

Name: _____
Date: _____