



BEACH COTONS

Gregory Beach.
148 Crystal Creek Circle
Oakdale, PA 15071

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412.726.0199

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Nonrefundable Deposit Agreement

This certifies, Gregory Beach, of Beach Cotons, hereinafter referred to as the Seller, agrees to accept a nonrefundable deposit in the amount of \$1,000.00 for a male _____ female _____ open to either gender _____ Coton-de-Tulear puppy from _____, hereinafter referred to as the Purchaser(s), under the following terms and conditions:

1. Subject to the terms and conditions of this agreement, the Seller agrees to provide a Coton-de-Tulear puppy to the Purchaser(s) in good health, which will be confirmed by a Health Certificate issued by a Pennsylvania state licensed veterinarian.
2. The Purchaser(s) has, herein, chosen the gender of their puppy, and based on that choice the Seller will select the puppy that is to be provided to the Purchaser(s).
3. The total purchase price for the puppy is \$ _____.
4. The nonrefundable \$1,000.00 deposit is deductible from the total purchase price with the balance of \$ _____ due as a condition of transfer of the puppy from the Seller to the Purchaser(s).
5. The Seller only accepts deposits when puppies are expected or are recently born. The seller anticipates being able to fulfill the Purchaser's request for a puppy sometime within four months from the date this agreement was signed.
6. The parties to this agreement agree to remain in communication with each other as they await the fulfillment of this agreement with a puppy being placed with the Purchaser(s).
7. Once the puppies are born the Seller agrees to provide information about the puppies and their development, including pictures, to the Purchaser(s).
8. The Seller agrees to inform the Purchaser(s) when a puppy of their chosen gender is selected, and provide a tentative projected date the puppy can go home to the Purchaser(s). If the Purchaser(s) declines the puppy, or cannot accept delivery of the puppy within two weeks of the Seller's stated projected date for delivery, the Seller will retain the puppy and the nonrefundable deposit,

and this agreement is fulfilled without the Purchaser(s) receiving a puppy from the Seller.

9. If, through no fault of the Purchaser(s), within four months of the signing of this agreement, the Seller is unable to meet their obligation to fulfill this agreement by placement of a Coton-de-Tulear puppy, of the gender designated herein, that is in good health, as confirmed by a Health Certificate issued by a Pennsylvania state licensed veterinarian, Seller agrees to return the nonrefundable deposit to the Purchaser(s).
10. The Purchaser(s) is responsible to arrange transportation of the puppy to the Purchaser's residence. If the Purchaser(s) cannot come to personally pick up the puppy the use of a flight nanny may be required. The Seller is only willing to ship pets unattended on direct flights between the Seller and Purchaser(s) nearest airport, subject to the airline's terms and conditions and climate. The Purchaser(s) is responsible for all expenses necessary to prepare the puppy for air transportation, and all transportation and courier expenses, including an airline approved carrier. If the Purchaser(s) elects to ship the puppy the Purchaser(s) agrees to hold the Seller harmless and agrees to assumes all liability and risks for anything that occurs during transit, including the loss or injury of the puppy.
11. 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 Pennsylvania without regard to the conflicts of laws provisions thereof. Venue is proper in Allegheny County, PA.
12. This agreement encompasses all agreements made between the parties. Any changes to this agreement must be initialed by both the Purchaser(s) and the Seller.

Signature indicates acceptance of all above stated terms.

Purchaser(s) signature _____ Date _____

Purchaser(s) address _____

Purchaser(s) phone # _____ E-mail _____

Purchaser(s) signature _____ Date _____

Purchaser(s) address _____

Purchaser(s) phone # _____ E-mail _____

Seller's signature _____ Date _____