



Gainesville Sheepadoodles

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Non-Refundable Deposit Agreement

This agreement made the _____ day of _____, 20____, by and between:

- Buyer -

BUYER(S) NAME(S): _____

BUYER(S) ADDRESS: _____

BUYER(S) PHONE: _____ BUYER(S) EMAIL: _____

- AND SELLER -

SELLER(S) NAME(S): John and Fabienne Dye (dba. Gainesville Sheepadoodles)

SELLER(S) ADDRESS: 9519 SW 138th St, Archer, FL 32618

SELLER(S) PHONE: _____ SELLER(S) EMAIL: gnvsheepadoodles@icloud.com

UPON PAYMENT of the sum of **\$400.00** paid by Buyer to Seller (the "Deposit"), receipt of which is hereby acknowledged, Seller agrees to reserve the following Dog (the "Dog") for purchase by the Buyer until such time as the Dog has been weaned and is ready for pickup:

NAME OF DOG: _____

BREED OF DOG: F2 Sheepadoodle GENDER OF DOG: _____

COLOR OF DOG: _____ DATE OF BIRTH: 28 October 2024

MICROCHIP IDENTIFIER: _____

Terms and Conditions of Deposit Agreement

- 1. Non-Refundable Deposit:** Buyer expressly acknowledges and agrees that the Deposit is non-refundable in all circumstances, including but not limited to Buyer's decision not to proceed with purchase or inability to assume ownership of the Dog for any reason, except as explicitly set forth in this Agreement and the corresponding Purchase Agreement for the Dog.
- 2. Purpose and Scope of Deposit:** The Deposit shall serve solely to reserve the specific, named Dog identified in this Agreement for purchase by the Buyer, subject to the terms and conditions outlined in this Agreement as well as the terms and conditions outlined in the corresponding Purchase Agreement for the Dog.
- 3. Buyer's Right to Refund or Transfer Due to Unavailability of Dog:** In the event that the Dog becomes unavailable for purchase due to illness, injury or death, or if a health issue is discovered by the Seller, or if a health issue is discovered by the Buyer within the examination period outlined in the corresponding Purchase Agreement for the dog, Buyer shall be entitled, at Buyer's sole election, to either:
 - i. Receive a full refund of the Deposit, or
 - ii. Transfer the Deposit to another Dog available for purchase from the Seller, as selected by the Buyer and approved by the Seller.
- 4. Buyer's Option to Transfer Deposit to Alternate Dog:** Should Buyer wish to apply the Deposit toward the purchase of a different dog than that identified in this Agreement, Buyer shall submit a written

Change Request to seller via email. The Change Request shall specify the Dog to which the Buyer seeks to apply the Deposit, and which Buyer seeks to reserve. Seller agrees to honor such requests, provided that the following conditions are met:

- i. The Buyer has not already assumed ownership or possession of the Dog
- ii. The Dog identified in the Buyer's Change Request is available for purchase and is not already reserved by another party, or otherwise unavailable for purchase.

Seller's acceptance or denial of the Buyer's Change Request shall be communicated to the Buyer in writing, via email, within twenty-four (24) hours of Seller's receipt of the Buyer's Change Request.

Upon Seller's acceptance of the Buyer's Change Request, Buyer will receive an updated Deposit Agreement identifying the newly selected Dog, which Buyer must sign and return to the Seller within twenty-four (24) hours of receipt. Upon Seller's receipt of the new Deposit Agreement, which is signed by the Buyer, the prior Deposit Agreement shall be become null and void.

Should the Buyer's Change request be denied by the Seller, the Deposit shall remain applicable to the Dog originally reserved under this Agreement and this Agreement shall remain in full effect.

5. **Seller's Right to Cancel:** Seller reserves the right to cancel this transaction at any time, for any reason, prior to the transfer of ownership or possession of the Dog to the Buyer. In the event that Seller exercises this right, Seller shall provide written notice of cancellation to Buyer via email, and Buyer's Deposit shall be refunded in full within five (5) business days of such notice. Upon refund of the Deposit, this Deposit Agreement and any related Purchase Agreement shall be deemed null and void, and neither party shall have any further obligations to the other under this Agreement.
6. **Application of Deposit to Final Purchase Price:** Parties mutually agree that the Deposit shall be applied to the final purchase price of the Dog, which is **\$2,500.00** (exclusive of any additional fees, including but not limited to boarding fees). The remaining balance of **\$2,100.00** shall be payable in full by Buyer prior to the transfer of possession and ownership of the Dog from Seller to Buyer.
7. **Additional Provisions:**
 - i. **Limitation of Liability:** Buyer acknowledges and agrees that, in the event of any breach of this Agreement by Seller, Seller's liability shall be strictly limited to the amount of the Deposit paid by Buyer.
 - ii. **Modification of Agreement:** No modification or amendment to this Agreement shall be valid or enforceable unless made in writing and signed by both parties hereto.
 - iii. **Non-Assignability:** This Agreement is personal to the parties and shall not be assignable or transferrable by either party to another party without the prior written consent of all parties.

8. 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 Florida without regard to the conflicts of the laws provisions thereof.

Date

Signature of Buyer

Date

Signature of Seller