

Ashstone Havanese

Cheryl & David Drake
1196 Reeves Rd. - R.R. #2, Victoria Harbour,
Ontario, Canada L0K 2A0
(705) 534-7654 ~ cdrake@bell.net
<http://ashstonehavanese.com>



Deposit Agreement for Havanese Puppy

The Breeder, Cheryl Drake, has agreed to sell and the Buyer has agreed to buy one CKC Registered Havanese Puppy for the Purchase Price named below, under the terms in this Agreement and described as follows:

DESCRIPTION OF PUPPY

Colour : _____ **No Preference**
 First Choice **Second Choice**

Preferred Sex of Puppy: **Male** **Female** **No Preference**

Purpose: **Pet Companion** or **Breeding Prospect**

BUYER

Name(s): _____

Address: _____
(Street & City)

(Prov./State, Country & Postal Code)

Telephone: (H): _____ (W): _____

E-mail address: _____

DEPOSIT

The Buyer agrees to place a **NON-REFUNDABLE** holding/deposit fee for a puppy from an upcoming Ashstone Havanese litter. Surety of Action Non-refundable Holding/Deposit Fee in the amount of \$500.00 is required to hold one puppy for Buyer until puppy is 10 weeks.

There are no refunds on holding/deposit fees and failure of the Buyer to complete this purchase would subject Breeder to lost opportunities to sell the Puppy to some other Buyer and retention of the holding/deposit fees is meant to compensate Breeder for this possible loss. This holding/deposit fee signifies the intent on the part of the Buyer to follow through with the Purchase of this Puppy.

The Breeder reserves the right to void this transaction and refund the holding/deposit fee if we learn of any reason why Buyer might not be suitable for the puppy – (i.e. Buyer has given non-factual information to the Breeder, is found to be an animal abuser, violent person, representative of a Pet Store or representative of a pharmaceutical research laboratory, etc.) If the transaction is voided by the Breeder the holding/deposit fee will be returned to the Buyer.

The Buyer understands that if a Puppy of their preference for sex or colour is not available from a particular litter then the Buyer may wait for a Puppy from the next litter or choose a puppy of different sex and/or colour from the current litter.

The Buyer understands that the puppies are chosen on the basis of the order in which holding/deposit fees are received and that “show/breeding quality” puppies are chosen first and receive priority over “pet companion quality” puppies.

The Breeder cannot and does not in any manner guarantee the Buyer a puppy from a litter of their choice. While the Breeder is careful not to “over-commit” the puppies from any given litter, the Breeder cannot make guarantees where less than 4 puppies are born.

PREFERRED DEPOSIT PAYMENT METHOD

Our preferred method of payment for the deposit is cash, cheque or E-mail money transfer (E-transfer available in Canada only).

INSTRUCTIONS FOR EMAIL PAYMENT

Scan signed contract and send as an attachment to cdrake@bell.net . Transfer payment from your online banking by Email payment to cdrake@bell.net. Security question – What is this deposit for? Answer- **Havanese**.

In the alternative, you can print out this agreement, sign it, enclose a cheque **MADE PAYABLE TO CHERYL DRAKE**, for the holding/deposit fee amount of \$500.00 and mail it to the above address. We will not reserve a Puppy until the payment & this Agreement is received & cannot guarantee that a Puppy will be available at that time. If you choose to mail this agreement & no Puppy is available at the time we receive this Agreement and Deposit we will contact you & determine if you want your deposit fee returned or applied to another Puppy in a future litter.

In the case where this fee has been paid by cheque and it is returned N.S.F. the application shall replace the payment in cash and an additional \$50.00 for service charges incurred shall also be paid. Failure to make such payment shall void the application and the applicant(s) shall no longer be considered for a puppy.

VISITATIONS

Visitation of puppies shall not occur before the puppies are five weeks. Visitation is by appointment only and is at the discretion of the Breeder (dependent on the health and comfort

of the mother and her puppies). Puppies shall be handled at the discretion of the Breeder only and parents must ensure that children are supervised at all times, that the mother and puppies are treated kindly and carefully. Adverse behaviour will result in termination of visitations.

PURCHASE PRICE

The total Purchase Price of the Puppy is (\$2,000.00 + \$260.00 HST) \$2,260.00.

This purchase price does not include any board or shipping charges which will be calculated separately.

DELIVERY DATE AND BALANCE OF PAYMENT.

This Puppy will be available for the Buyer to pick up on or about 10 weeks of age.

The Balance of \$1,760.00, after crediting the holding/deposit fee of \$500.00, shall be paid in **CASH at time of pick up or Email Money Transfer prior to pick up**. All puppies must be paid for in full by the age of 10 weeks.

If the Buyer is not able to pick up the puppy on the agreed upon Delivery Date, we will be glad to continue caring for the Puppy for a reasonable time, limited to 14 days unless otherwise arranged, but we will add a charge of \$10.00 per day for boarding for every day after the scheduled pickup date. The puppy must be paid for in full by the delivery date if the puppy is to be picked up at a later date.

DELIVERY OF PUPPY

Shipping is available at Buyers expense plus crate, extra shots & veterinarian health clearance certificate which usually totals about \$500.00

GENERAL

This written Agreement contains all of the terms and the above conditions of the holding / deposit fee of this Deposit Agreement for Havanese Puppy.

By signing below, Buyer agrees that they have read and fully understand this contract and are in complete agreement.

This contract constitutes the entire agreement between the parties and shall be governed by the laws of the province of Ontario and the laws of Canada applicable therein.

I have read and I understand and agree to all conditions as indicated by my signature below.

AGREED:

Buyer Signature _____ Date: _____

Breeder Signature _____ Date: _____

Buyer Rec'd:
Booklet _____
Puppy Kit _____