

Desert Sun Miniature American Shepherds Puppy Deposit/Purchase Agreement

Sire of Puppy: _____

Dam of Puppy: _____

Description of Puppy: Color, gender, and name from website:

Puppy's Date of Birth: _____

The following terms and conditions are agreed between Desert Sun Miniature American Shepherds, herein referred to as Seller and _____ herein referred to as the Buyer. The Seller agrees to sell and the Buyer agrees to buy based on the following conditions.

Purchase price of puppy \$ _____ less \$200.00 deposit + shipping expenses if applicable \$ _____. Balance due on puppy of \$ _____. A deposit in the amount of \$200.00 is required to hold the puppy. The deposit must be received in 3 business days in order to hold puppy. Please use Express or Priority mail when sending payment. The outstanding balance shall be paid to and received by the Seller before the Buyer shall obtain possession of the puppy. We accept cash, personal checks, and credit cards through Paypal. (Please note: there is an additional fee for Paypal transactions). All funds must be in the Seller's account before Buyer can take possession of puppy. Please remember that checks require 10 days to clear, before I will release the puppy to its new home.

Both the Seller and the Buyer agree that the Seller will retain possession of the puppy until the puppy is 8 weeks old. The Buyer must make arrangements with the Seller to obtain possession of the puppy by the time the puppy is 9 weeks old. **(Excludes International Buyers). Buyer forfeits deposit if the puppy is not paid in full by the time puppy is 8 weeks old or** temperament and puppy evaluation has been completed. If the puppy is already past this stage when Buyer contacts Seller to purchase puppy, payment should be made all at once. Any other arrangements must be agreed to by the Seller in advance. Puppies can be shipped by air. Please realize that puppies shipping from Arizona in the summer have to fly out early in the morning to avoid heat conditions. **The cost of shipping is normally \$400.00 - \$500.00 within the continental United States.** If the puppy is older than 12 weeks, shipping may be more. If the puppy is shipped internationally, the cost is more. All shipping costs are the Buyer's responsibility. Shipping costs include, but not excluded to: health certificate, vet exams, vaccines, microchip, airfare, mileage, and crate. The Seller reserves the right to choose airline, time, and date, but agrees to make every effort to accommodate the Buyer. Once the puppy leaves the possession of the Seller, the Seller is no longer responsible for the welfare of the puppy. If the Buyer wants the puppy shipped, Buyer will contact Seller for arrangements and shipping costs.

The deposit signifies that the Buyer intends to follow through with the purchase of a puppy from the Seller. The deposit is non refundable.

In the event that the Buyer cannot follow through with the purchase of the puppy picked, and this is told to the breeder by the time the puppy is 4 weeks old, they may switch the deposit to the next available litter. Should the buyer not follow through on the next litter, the deposit is forfeited. If the breeder is not told the Buyer cannot take the puppy until after the puppy is 5 weeks old, the deposit is forfeited. I **cannot** guarantee eye color on a puppy. Eye color cannot usually be determined until the puppy is 6 weeks old. Should you choose not to purchase the puppy due to its eye color changing, deposit is forfeited. If Buyer is interested in a show/breed quality puppy and said puppy does not evaluate to be show/breed quality at 8 weeks, buyer can transfer the deposit to a future litter. If puppy evaluates as show/breed, and buyer decides to not take said puppy, deposit is forfeited. If by tragic accident the puppy were to die or be determined to have a congenital defect that prevents the puppy from being a companion animal, before the Buyer takes possession of the puppy, a full refund of deposit will be given to the Buyer. If there is another puppy available that the Buyer wants to put the deposit towards, the deposit can be put towards that puppy.

Buyer agrees that he/she understands and will be bound by the terms of this agreement, and that this agreement is under the jurisdiction of the State of Arizona, in the county of Yavapai. It is agreed the place of venue shall be Yavapai County, Arizona in the event of any litigation.

I have read the above, understand, and agree to the terms of this contract as evidenced by my signature below.

(PLEASE FILL OUT COMPLETELY)

Buyer's Signature: _____ Date _____

Buyer's Printed Name _____

Address _____ City _____

State _____ Zipcode _____

Phone # _____ Cell # _____

E-mail Address _____

I plan on picking the puppy up _____. Having the puppy shipped _____. (Please check one)

Seller's Signature _____ *Deanna Mooney* _____ Date _____

Please make check out to: Deanna Mooney and mail to:

**Deanna Mooney – 4705 Aldrich Dr. S
Prescott, AZ 86305**