Sundered Oak Goldendoodles Non-Refundable Holding Fee Contract and Agreement

The following agreement is between the Sundered Oak, LLC, hereafter referred to as "breeder" and _____, hereafter referred to as "client" for the payment and use of a Holding Fee for a puppy.

The total amount of the Holding Fee is $200.

This amount is payable by Venmo, Paypal, or Cash.

This amount is nonrefundable. This means it will not be returned to the client, except as outlined below.

PURPOSE OF PAYMENT:

This payment does not guarantee transfer of a puppy, but only guarantees that the Breeder will not give, rehome, sell or advertise for sale, the specific Puppy chosen by client and agreed to by breeder, currently being referred to as:_____, until the Pickup Date of Puppy as outlined below, or until client communicates, verbally or in writing (via email, text message, or Facebook Messenger, or handwritten document), that client no longer intends to purchase the puppy, whichever comes first.

PICKUP DATE:

This date will be no sooner than 8 weeks from the date of the puppy's birth, and no later than 12 weeks from the date of the puppy's birth.

Pickup Date: _____.

FAILURE TO PURCHASE PUPPY:

If any of the following occurs, Client has failed to complete purchase of Puppy.

A.) Client does not complete or return puppy contract by 11:59 PM on Pickup Day. (A copy of Puppy Contract will be made available to client prior to signing this Holding Fee Contract)

B.) Client does not remit total cost of Puppy by 11:59PM on Pickup Day.

C.) Client does not assume custody of Puppy by 11:59PM on Pickup Day.

D.) Client notifies Breeder of client's intent not to purchase Puppy.

If, for any reason, Client is unable or unwilling to complete purchase of specific puppy by 11:59PM on Pickup day:

1.) Client and Breeder may agree on a new Pickup Date, at Breeder's discretion, provided the new pickup date is between 8 and 12 weeks from date of puppy's birth.

OR

2.) Client and Breeder may agree on a new Pickup Date after 12 weeks from date of Puppy's birth, at Breeder's discretion. Breeder will charge a boarding fee separate from and additional to purchase price of Puppy, and separate from and additional to Holding Fee.

OR

3.) Client may choose to purchase a different, available puppy from the same litter, at Breeder's discretion.

OR

4.) Client may communicate in writing (via text message, email, Facebook Messenger, or printed or handwritten document) to Breeder that client no longer wishes to pursue purchasing Puppy, at which time Breeder will begin to advertise and offer the puppy for sale again.

OR

5.) Breeder may sell Puppy to a different person.

In any case, the Holding Fee will not be returned to client except as outlined below:

RETURN OR PARTIAL REFUND OF HOLDING FEE:

1.) If the Breeder chooses not to sell the agreed upon Puppy to client for any reason completely within Breeder's control or area of responsibility, such as untimely death of puppy prior to sale, illness of puppy prior to sale, breeder's determination that Puppy and Client would not suit one another, or any other reason, excluding failure of client to complete purchase of puppy by date of Pickup. In this situation, Breeder agrees to return the Holding Fee in its entirety to client as soon as possible.
2.) If the client notifies the breeder of client's intent not to pursue purchasing of the puppy in a timely manner, which results in the Puppy being sold to and picked up by another buyer by 11:59PM on the original Pickup Date of puppy, Breeder will return the Holding Fee in its entirety as soon as possible after puppy is picked up by new buyer.
3.) If Client fails to complete purchase of Puppy by Pickup Date, and Breeder sells Puppy to a different Buyer after Pickup Date, Breeder may, at breeder's discretion, return part or all of Holding Fee as a courtesy.

Breeder: _____, acting for Sundered Oak, LLC

Date: _____

Address: _____

Phone/Fax/E-mail: _____

Purchaser: _____

Date: _____

Address: _____

Phone/Fax/E-mail: _____