

Non-Refundable Puppy Waitlist Agreement

Puppy Preferences

(Buyer to indicate preferences)

- Gender: [REDACTED]

This agreement (“**Agreement**”), dated as of [REDACTED], 20 [REDACTED] (the “**Effective Date**”), is between Simply Doodles LLC (“**Breeder**”), and [REDACTED] (“**Buyer**”). Buyer agrees to place a \$ 250.00 Fee (“**Waitlist**”) on a Goldendoodle puppy from Breeder.

1. Non-Refundable Fee. Buyer acknowledges that the fee is non-refundable in all circumstances, including but not limited to if Buyer decides s/he does not want or is no longer able to take the puppy. The fee shall be made in US Dollars and paid to Breeder via payments through Good Dog.
2. Buyer Acknowledgements. Buyer further acknowledges and agrees that (a) Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected; (b) the waitlist gives Buyer a placing, but does not guarantee a puppy or that Buyer’s preferences will be available when it is Buyer’s turn to pick; (c) pick places are given 24 hours after a litter has gotten a clean bill of health from a vet and a reservation fee is obtained; the Buyer’s picking place is not negotiable; and (d) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult.
3. Buyer’s Right to Transfer Notwithstanding the foregoing, if a puppy that meets Buyer’s identified preferences is not available [when it becomes Buyer’s turn to pick a puppy from the selected litter], Buyer may elect (a) to have the Fee transferred to the next litter; (b) be removed from the waitlist and no fees will be reimbursed]
4. Refund at Breeder’s Discretion. If Buyer pays the fee, then later decides s/he does not want the puppy for any reason, Breeder is not required to refund the fee. If, however, Breeder is able to sell the puppy to another buyer within a reasonable amount of time after Buyer notifies Breeder of his/her decision, Breeder may (in its sole discretion) refund the fee to Buyer.]
5. Final Purchase Price. Breeder and Buyer agree that (a) the waitlist fee shall be applied to the final purchase price of the puppy; (b) a reservation fee of \$250 will be required 24 hours after a clean bill of health is given from a vet to reserve a picking spot and (c) the remaining balance will become due on pick day of the puppy. [The total purchase price for the puppy is \$2,000 + Indiana sales tax. The foregoing purchase price does not include any training, late pick up, delivery or shipping charges.]
6. **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 Indiana without regard to the conflicts of laws provisions thereof.

BREEDER:

BUYER:

Name: [REDACTED]

Name: [REDACTED]